

Contract No. _____

Name of Contract: _____

entered into between

Name of Institution

herein represented by _____

in his/her capacity as _____

and

Name of Vendor

Registration Number *(if applicable)* **Refer Annexure 1**

herein represented by _____

in his/her capacity as _____

and duly authorized by resolution dated _____

a copy of which is annexed hereto marked _____ **Refer Annexure 2**

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Section A

General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the

contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 **"Dumping"** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 **“Order”** means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract Document and Information; Inspection

- 5.1 The Vendor shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

5.5 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

6. Patent Rights

6.1 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

7. Performance Security

7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract.

7.2 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
- b) a cashier's or certified cheque.

7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the goods shall be made by the Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.
- 10.2 Documents to be submitted by the Vendor are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

- 13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this contract;
 - e) training of the Purchaser's personnel, at the Vendor's plant; and /or
 - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Vendor for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Vendor for similar services.

14. Spare Parts

- 14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:
- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Vendor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.

15.5 If the Vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.

16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Vendor.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

20. Subcontractors

20.1 The Vendor shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract.

21. Delay in Vendor's Performance

21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor in accordance with the time schedule prescribed by the Purchaser in the contract.

21.2 If at any time during performance of the contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Vendor's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the Vendor.

22. Penalties

22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/or to perform the services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, may terminate this contract in whole or in part:
- a) if the Vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21.2;
 - b) if the Vendor fails to perform any other obligation(s) under the contract; or
 - c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Vendor by prohibiting such Vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Vendor and / or person restricted by the Purchaser;

- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of Vendors or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Countervailing Duties and Rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination on Insolvency

- 26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Vendor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the Purchaser shall pay the Vendor any monies due the Vendor.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
a) the Vendor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor to pay penalties and/or damages to the Purchaser; and
b) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the Vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign Vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 32.2 A local Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Section B

Special Conditions of Contract

1. Additional Definitions

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

- 1.1 **“Accounting Officer”**: means a person described in S36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999),/ S60 in Municipal Finance Management Act, Act No. 56 of 2003.
- 1.2 **“Contract duration”**: means the period between the commencement and termination of the contract.
- 1.3 **“Confidential information”**: means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the performance of the contract.
- 1.4 **“Vendor”**: The entity or person that will supply goods/works and/or services to the Purchaser.

2. Effective Date

The effective date is the date that the last signature is recorded on this agreement.

3. Interpretations

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- 3.1 Any gender includes the other genders.
- 3.2 A natural person includes a juristic person and vice versa.
- 3.3 The singular includes the plural and vice versa.
- 3.4 When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 3.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 3.6 Any reference in this contract to “goods” includes works and/or services.
- 3.7 The written and signed contract represents the final agreement between the parties and it supercedes any prior oral agreements or discussions of the agreement.
- 3.8 All annexures and appendices shall form part of the contract.
- 3.9 The headings used throughout the agreement do not have any special significance save to ensure the easy reading of the contract.

4. **Scope of Work**

In amplification of paragraph 4 of the GCC, the Vendor shall render the goods/worksand/or services as detailed in the Specifications/Terms of Reference in the bid document, which is attached as **Annexure 3** marked “**Scope of Work**”.

5. **Performance Standards**

In amplification of paragraph 4 of the GCC, the Vendor shall render the goods/works and/or services in accordance with performance standards set by the Purchaser as contained in **Annexure 4** marked “**Performance Standards**”.

6. **Contract Duration¹**

6.1 This contract will commence on the _____ or on occurrence of the following event _____ and shall terminate on the _____ or on the occurrence of the following event _____. (Delete whichever is not applicable.)

6.2 This contract may be extended on a month-to-month basis for a periodnot exceeding six months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury Practice Note No. 4 of 2008/2009 or any subsequent amendments thereto.

6.3 This contract may be renewed only with the authority of the Accounting Officer and mustcomply with the terms of the National Treasury Practice Note No. 4 of 2008/2009 or anysubsequent amendments thereto.

¹ Refer Guidance Note 1.

7. Contract Price²

- 7.1 If applicable, the price adjustments provided for by the GCC in paragraph 17 are contained in **Annexure 5** marked “**Price Schedule**”.
- 7.2 If a price other than an all-inclusive delivered price is required, as contemplated by the GCC in paragraph 12.1, the details of the price are contained in **Annexure 5** marked “**Price Schedule**”.
- 7.3 The total contract price must include:
- 7.3.1 The total price offered by the Vendor that was used in the calculation of price points in terms of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and its accompanying Regulations in the bidding process. This price is either the original price offered by the Vendor or an alternative price offered by the Vendor in the event that the Purchaser requested an extension to the bid validity period.
- 7.3.2 Price adjustments which may arise as a result of an approved amendment/variation in terms of paragraph 8 of the SCC or any price inflation/escalation/exchange rate fluctuation that is authorised in **Annexure 5** marked “**Price Schedule**”.

8. Contract Amendments / Variations³

- 8.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of this agreement shall come into effect in terms of the conditions contained in **Annexure 6** marked “**Contract Amendments/Variations**”. Such Annexure must be signed by the duly authorised signatories of the Vendor and the Accounting Officer or his/her delegated official on behalf of the Purchaser.

² Refer Guidance Note 2.

³ Refer Guidance Note 3.

- 8.2 The Vendor shall not, in performing its obligation, vary from the terms and conditions stated in this agreement whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Purchaser (Accounting Officer/delegated official), and no claim on the part of the Vendor for any extra payments on the grounds of any alterations or extra work will be entertained.
- 8.3 If, after the commencement of the contract, the cost or duration of the goods/works and/or services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Vendor shall furnish the Purchaser with a detailed justification for the adjustment to the contract price.
- 8.4 Any variation or expansion of orders against this contract must comply with the provisions of paragraph 3.9 of the National Treasury Instruction Note on Enhancing Compliance, Monitoring and Improving Transparency and Accountability in Supply Chain Management dated 31 May 2011 or any subsequent amendments thereto.

9. Performance Security

- 9.1 The Vendor shall provide performance security, as described in paragraph 7 of the GCC , to the amount of R, in the form of a bank guarantee/an irrevocable letter of credit issued by a reputable bank, or a cashier's or bank guaranteed cheque. (Delete whichever is not applicable).
- 9.2 Proof of such security must be attached hereto as **Annexure 7** marked "**Performance Security**".

10. Payments

- 10.1 In qualification of the provisions of paragraph 16 of the GCC, the 30 day period referred to in paragraph 16.3 will only commence on fulfilment of the following conditions:
- 10.1.1 The submission of a valid tax invoice and the relevant supporting documentation; and
- 10.1.2 The goods/works and/or services have been accepted and signed off by the relevant Accounting Officer or his/her delegated official.
- 10.2 Any additional conditions around the manner and method of payment to be made to the Vendor under this contract shall be specified in **Annexure 8** marked "**Payment Schedule**".

11. Confidentiality

In amplification of the provision in paragraph 5 of the GCC, the Parties shall:

- 11.1 Treat as strictly confidential any and all Confidential Information given or made known to them arising from their association through this Agreement.
- 11.2 Keep all such Confidential Information confidential towards third parties and only use it in co-operation with each other for the purpose expressly agreed upon by the Parties and to disclose same to their employees only on the basis of "need to know".
- 11.3 The foregoing obligations shall not apply to any information which:
- 11.3.1 Is lawfully in the public domain at the time of disclosure;
- 11.3.2 Subsequently becomes available to one party from a source other than the other party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; and
- 11.3.3 Is disclosed pursuant to a requirement or request by operation of law, regulation or order of a competent court.
- 11.4 This clause is severable from the rest of this agreement and shall remain valid and binding on the parties notwithstanding any termination of this Agreement.

12. Intellectual Property

In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Purchaser.

13. Responsibilities of the Purchaser⁴

13.1 The specific responsibilities of the Purchaser are listed in **Annexure 9** marked “**Responsibilities of the Purchaser**”.

14. Responsibilities of the Vendor⁵

14.1 The specific responsibilities of the Vendor are listed in **Annexure 10** marked “**Responsibilities of the Vendor**”.

15. Insurance⁶

15.1 In accordance with paragraph 11 of the GCC, a copy of the insurance document, must be annexed to this contract, as **Annexure 11** marked “**Certificate of Insurance**”

15.2 The Purchaser and the Vendor must ensure that the insurance remains in force throughout the contract period.

15.3 In the event that the Purchaser requests for such Certificate of Insurance, the Vendor shall submit such Certificate within 5 days.

⁴Refer Guidance Note 4.

⁵Refer Guidance Note 5.

⁶Refer Guidance Note 6.

16 Warranties⁷

16.1 To supplement paragraph 15 of the GCC, which provides for goods/works and/or services, and in the event that the Vendor is providing services to the Purchaser, the Vendor warrants that it shall at all times or during the occurrence of this contract possess the knowledge, sufficient expertise, use and adopt reasonable professional techniques and standards and provide the service with due care, skill and diligence.

16.2 The warranty period provided for in paragraph 15.2 of the GCC shall be varied as follows:

.....
.....

16.3 The Vendor undertakes, for the purpose of paragraph 15.4 of the GCC, to repair or replace defective goods or parts within the following time period, calculated from the date of the notice referred to in paragraph 15.3 of the GCC:

.....

17. General Indemnity

The Vendor hereby indemnifies the Purchaser and holds the Purchaser harmless, against:

17.1 Any claims lodged against the Purchaser by any third party arising out of or relating to any loss that the Vendor or such third party may suffer, as a result of, or arising out of:

17.1.1 Personal injuries or death of any person caused by the default of the Vendor; and

17.1.2 Damage to any property caused by the default of the Vendor.

18. Delays

18.1 To supplement paragraph 21 in the GCC, an Accounting Officer or his/her delegated official may consider a “No fault delay”, where:

⁷Refer Guidance Note 7.

- 18.1.1 Additional services are ordered by the Purchaser;
 - 18.1.2 A force majeure occurs;
 - 18.1.3 There is any delay in the Vendor providing the services which is communicated to the Vendor as being the fault of the Purchaser; or
 - 18.1.4 The Vendor may request an extension to the period of performance.
- 18.2 Unless otherwise mutually agreed to by the parties, the Vendor shall as soon as possible but within 5 days of becoming aware that a delay may occur, notify the Purchaser in writing of his intention to make a request for the extension of the period of performance to which he considers himself entitled and shall within 5 days thereafter deliver to the Purchaser detailed particulars of the request in order that it may be investigated.
- 18.3 Unless otherwise mutually agreed to by the parties, the Purchaser shall within 14 days of receipt of a detailed request, grant such extension to the period of performance, either prospectively or retrospectively, or inform the Vendor that the extension has not been granted.
- 18.4 The Purchaser undertakes not to enforce its right contained in paragraph 21.3 of the GCC prior to providing the Vendor with notice, in writing, of its intention to obtain the goods/works and/or services from a national department, provincial department, or a local authority.

19. Penalties⁸

In terms of paragraph 22 of the GCC, a penalty for delays in performance will be calculated as follows:

- 19.1 The all-inclusive value of the delayed good/works and/or services multiplied by the current prime lending rate multiplied by the number of days/hours of delayed performance; or

⁸Refer Guidance Note 8.

19.2 Any penalties that are more specifically required by any statute, regulation or by-law or the requirements of any authority having jurisdiction over this contract, must be calculated in accordance with that prescribed formula, which is:

(Delete whichever is not applicable.)

20. Waiver

20.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

20.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

21. Suspension⁹

21.1 The Purchaser may temporarily suspend whole or part of the goods/works and/or services by providing no less than 5 days written notice to the Vendor who shall on receipt of such written notice immediately cease the supply of goods/works and/or the performance of services. The Purchaser will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of _____ days unless otherwise agreed to by the parties in writing.

21.2 When goods/works and/or services are suspended, the Vendor shall be entitled to pro-rata payment for the goods/works and/or services already delivered or carried out and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.

⁹Refer Guidance Note 9.

21.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

22. Breach

22.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

22.2 If the defaulting party fails to remedy the breach within the 14 days specified in 22.1, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

22.2.1 To claim specific performance of any obligation whether or not the due date for performance has arrived; or

22.2.2 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

22.3 The Vendor shall immediately advise the Purchaser of the same, upon which the Purchaser shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Vendor to advise the Purchaser of a conflict of interest shall amount to a material breach of this contract.

23. Termination¹⁰

23.1 In amplification of paragraph 23.3 of the GCC, in the event that the contract is terminated, the Purchaser is entitled to recover all costs, losses or damages it has suffered as a result of the Vendor's conduct; and/ or

23.2 Impose a financial penalty not exceeding the total contract price.

¹⁰ Refer Guidance Note 10.

24. Dispute Resolution

In addition to paragraph 27 of the GCC, provision is being made for arbitration in the following manner:

- 24.1 Should any dispute arise between the Parties in terms of the interpretation or application of the provisions of this Agreement, the Parties shall be required to first attempt to resolve the dispute amicably between themselves by negotiations. Should the dispute remain unresolved within 14 (fourteen) days, then the dispute shall be referred to and determined by arbitration in terms of the Arbitration Act, Act No. 42 of 1965 and an arbitrator or arbitrators must be agreed to by the Parties.
- 24.2 The arbitrator should be appointed in accordance with the provisions of the Arbitration Act, Act No. 42 of 1965 and its Regulations.
- 24.3 In the event of the Parties failing to reach agreement on the arbitrator, the State Attorney of the Province of KwaZulu-Natal shall appoint an impartial arbitrator with necessary expertise to resolve such dispute.
- 24.4 The Parties irrevocably agree that the decision of the arbitrator shall, in the absence of manifest error:
- 24.4.1 be binding on them;
 - 24.4.2 be carried into effect;
 - 24.4.3 be capable of being made an Order of any Court of competent jurisdiction.
- 24.5 Any arbitration in terms hereof shall be deemed to be strictly confidential between the Parties involved therein.
- 24.6 The provisions of clause 24 shall not operate to prevent either party from seeking urgent interim relief from the High Court, pending arbitration or other legal action, where such is appropriate in the circumstances.
- 24.7 The Parties hereby consent to the jurisdiction of the High Court of South Africa located in the Province of KwaZulu-Natal in respect of any legal proceedings arising out of this Agreement

24.8 The provisions of this paragraph are severable from the rest of this agreement and shall remain in force despite the termination of this agreement or its invalidity for any other reason.

25. Severability

The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

26. Risk Management

The Vendor shall submit to the Purchaser a risk management plan, detailing the policy and procedure that will be followed in instances where the procured goods/works and/or services for the project as whole pose a risk to life, the environment and or the project. The “**Risk Management Plan**” is attached hereto as **Annexure 12**.

27. Monitoring and Evaluation

27.1 The Representative on behalf of the Purchaser shall be _____ in his/her capacity as _____ of the Purchaser.

27.2 The Representative on behalf of the Vendor shall be _____ in his/her capacity as _____ of the Vendor.

27.3 The Vendor shall permit the Purchaser to inspect the Vendor’s records or site relating to the performance of the Vendor and to have them verified by the Representative appointed by the Purchaser, if so required by the Purchaser.

28. Notices

For the purposes of this contract, the parties choose their respective domicilia citandi et executandi as follows :

28.1 Purchaser :

28.1.1 Contact Details: (domicilia citandi et executandi) :

28.1.2 Physical and postal address:

28.1.3 Telephone numbers:

28.1.4 Telefax:

28.2 Vendor :

28.2.1 Contact Details: (domicilia citandi et executandi) :

28.2.2 Physical and postal address:

28.2.3 Telephone numbers:

28.2.4 Telefax:

28.3 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this agreement. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

28.4 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.

28.5 Any notice to a party:

28.5.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting (unless the contrary is proved);

28.5.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or

28.5.3 Sent by telefax to its chosen telefax number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

29. Whole Contract

This contract constitutes the whole contract between the parties in relation to its subject matter and supercedes all prior contracts and no documentation, presentation, warranty or contract not contained herein shall be of any force between the parties.

30. Signatures

SIGNED AT _____ on this _____ day of _____ 20____

SIGNATURE ON BEHALF OF THE VENDOR

WITNESS

WITNESS

SIGNED AT _____ on this _____ day of _____ 20____

SIGNATURE ON BEHALF OF THE PURCHASER

WITNESS

WITNESS

Section C

Annexures

Annexure 1: Certificate of Incorporation

(To be attached from Bidder's Submission)

Annexure 2: Vendor Resolution

(To be attached from Bidder's Submission)

Annexure 3: Scope of Work¹¹

(To be attached from the Standard Bid Documents)

¹¹Refer Guidance Note 11.

Annexure 4: Performance Standards¹²

(Please note that detailed information will be provided in Guidance Note 12 and may be used to define Performance Standards.)

¹² Refer Guidance Note 12 .

Annexure 5: Price Schedule¹³

(Insert from Standard Bid Documents)

¹³ Refer Guidance Note 13.

Annexure 6: Contract Amendments/ Variations

In compliance with clause 18 of the GCC and clause 8 of the SCC, the Purchaser must keep a contract amendment register that will contain the following information.

Contract Amendments/ Variation Register

Amendment No	Details of the Amendment	Signing of the Addendum to Effect the Amendment	Effective Date of Amendment
1			
2			
3			
4			

Name of Institution

Performance Security: Bank Details

To The Accounting Officer: Name of Institution

WHEREAS.....(Name of Vendor)

Hereinafter called "the Vendor" has undertaken, in pursuance of Contract no... dated, 20..... to supply (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Vendor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Initial and Surname

Authorised Signature

		/			/										
Date DD/MM/YYYY															

Name of Vendor

Name of Bank:

Name of Branch:

Branch Code:

Account Number:

Type of Account: Current Account

Other (please specify)

Savings Account

Transmission Account

DATE STAMP OF BANK
BANK ACCOUNT PARTICULARS
CERTIFIED AS CORRECT

<p>Banking institution to please verify account name and number</p>

VENDOR'S STAMP

<p> </p>

Annexure 8: Payment Schedule¹⁵

Contract Number:

Project Name:				
Project Description:				
Project Bid Number:				
Project Start/End date:				
Project Budgeted Amount:				
Procurement Plan Value:				
Order Number:				
Name of Vendor:				
Contract Status:				
Contract Value:				
No.	Payment Milestone	Certified By	Amount	Vendor Performance Assessment *
1.				
2.				
3.				
4.				
Total Payments to date				
		Name	Signature	
Authorised By:				
Approved By:				

*Vendor performance should be measured on a scale of 1 – 5.

1 = Poor

2 = Average

3 = Good

4 = Very Good

5 = Excellent

¹⁵ Refer Guidance Note 15.

Annexure 9: Responsibilities of the Purchaser

(To be completed when drafting a specific contract.)

Annexure 10: Responsibilities of the Vendor

(To be completed when drafting a specific contract.)

Annexure 11: Certificate of Insurance

<p>Name of Institution</p> <p>Certificate of Insurance</p>	Officials Only												
	Checked By: Date Checked: Captured By: Date Captured: Authorised By: Date Authorised: <hr/> Point of Capture: Reference No. : (If applicable)												
Number Details of Insured													
Number Type: <table style="display: inline-table; vertical-align: top; margin-right: 20px;"> <tr><td><input type="checkbox"/></td><td>KZN Database Number</td></tr> <tr><td><input type="checkbox"/></td><td>Department Number</td></tr> <tr><td><input type="checkbox"/></td><td>ID Number</td></tr> </table> <table style="display: inline-table; vertical-align: top;"> <tr><td><input type="checkbox"/></td><td>Supplier VAT Number</td></tr> <tr><td><input type="checkbox"/></td><td>Persal Number</td></tr> <tr><td><input type="checkbox"/></td><td>Other (Please State) _____</td></tr> </table>	<input type="checkbox"/>	KZN Database Number	<input type="checkbox"/>	Department Number	<input type="checkbox"/>	ID Number	<input type="checkbox"/>	Supplier VAT Number	<input type="checkbox"/>	Persal Number	<input type="checkbox"/>	Other (Please State) _____	
<input type="checkbox"/>	KZN Database Number												
<input type="checkbox"/>	Department Number												
<input type="checkbox"/>	ID Number												
<input type="checkbox"/>	Supplier VAT Number												
<input type="checkbox"/>	Persal Number												
<input type="checkbox"/>	Other (Please State) _____												
Number:	<input style="width: 100%;" type="text"/>												
Details of Insured													
Title:	<input style="width: 100%;" type="text"/>												
Surname :	<input style="width: 100%;" type="text"/>												
First Names:	<input style="width: 100%;" type="text"/>												
Business / Trading Name	<input style="width: 100%;" type="text"/>												
Address Details of Insured													
	To be Completed by Vendors												
Address: *Note that this address must correspond with your invoice address	<input style="width: 100%;" type="text"/>												
	Code: <input style="width: 50%;" type="text"/>												
To be completed by all	Postal Address:												
	<input style="width: 100%;" type="text"/>												
	Code:												
	<input style="width: 50%;" type="text"/>												
Street Address:	<input style="width: 100%;" type="text"/>												
<input style="width: 100%;" type="text"/>													
Code:	<input style="width: 50%;" type="text"/>												
Telephone Details of Insured													
Business	Area Code	<input style="width: 50%;" type="text"/>	Tel:	<input style="width: 50%;" type="text"/>									
Home	Area Code	<input style="width: 50%;" type="text"/>	Tel:	<input style="width: 50%;" type="text"/>									
Fax	Area Code	<input style="width: 50%;" type="text"/>	Tel:	<input style="width: 50%;" type="text"/>									
Cellphone No.	<input style="width: 100%;" type="text"/>												
Contact Person:	<input style="width: 100%;" type="text"/>												
	Area Code	<input style="width: 50%;" type="text"/>	Tel:	<input style="width: 50%;" type="text"/>									

Name of Institution

Certificate of Insurance

To The Accounting Officer: Name of Institution

This is to certify that the Insured named above is insured as described below:

Initial and Surname

Authorised Signature

		/			/				
Date DD/MM/YYYY									

Name of Vendor

Name of Insurance Company:

Name of Administrators:

Policy Number:

Broker:

Policy Inception Date

		/			/				
Date DD/MM/YYYY									

Period of Insurance

Anniversary Date

		/			/				
Date DD/MM/YYYY									

DATE STAMP OF INSURANCE COMPANY

CERTIFIED AS CORRECT

VENDOR'S STAMP

Annexure 12: Risk Management Plan

The following risk assessment will be applicable to (Name of Contact)

Risk Rating	Risk	Risk Mitigation Strategy
Medium		
Medium to high		
High		