



**REQUEST FOR QUOTATION:**

**RFQ 18927**

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL GRAPHICS & GENERAL SIGNAGE AT ITHALA'S NEW BANKING FACILITY SITUATED AT ANTON LEMBEDE**

**CLOSING DATE AND TIME : MONDAY, 13 JUNE 2022 @ 13H00**

Quotations to be submitted via email: [Quotes\\_LTD@ithala.co.za](mailto:Quotes_LTD@ithala.co.za)

**Procurement Enquiries**

Name : Mvelo Bekwa  
Telephone : 031 366 2615  
Email : [mbekwa@ithala.co.za](mailto:mbekwa@ithala.co.za)

**Name of service provider:** .....

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## REQUEST FOR QUOTATIONS

### **RFQ 18927: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL GRAPHICS & GENERAL SIGNAGE AT ITHALA'S NEW BANKING FACILITY SITUATED AT ANTON LEMBEDE**

Competent service providers are hereby invited to furnish written quotations for performing the above-mentioned service / supplying the above-mentioned goods.

The following conditions will apply:

Price(s) quoted must be valid for at least ninety (90) days from date of your offer.

Price(s) quoted must be firm.

A firm delivery period must be indicated.

This quotation will be evaluated in terms of the Preferential Procurement Policy Framework Act (No 5 of 2000). Enclosed is the Integrity Declaration which must be completed in full and signed by the service provider, **failure to complete and sign shall invalidate your quotation.**

A quotation must be submitted with the following documents:

- A copy of valid BBEE certificate or Sworn Affidavit (non-compulsory, failure to submit no preference points will be awarded)
- Central Supplier Database (CSD) summary report
- The bidder must provide at least two (2) positive reference letters from clients of work completed where similar services in installation of graphics or general signage (positive reference letter must be in referee's company letter head with contact details and signed).
- The bidder must attend the compulsory virtual briefing via Microsoft teams in order to quote accurately.

No awards will be made to person(s)

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or

Quotation must only be submitted by email [Quotes\\_Ltd@ithala.co.za](mailto:Quotes_Ltd@ithala.co.za) (quotes underscore at Ithala dot co dot za)

All quotations must be submitted on or before **13:00 on Monday, 13 June 2022**. No quotations will be accepted after this date and time.

Ithala SOC reserves the right to withdraw any invitation to quote and/or to re-advertise or to reject any quotation or to accept a part of it. Ithala SOC does not bind itself to accepting the lowest quote or award a contract to the tenderer scoring the highest number of points.

Yours faithfully

### **SUPPLY CHAIN MANAGEMENT**

## A. SPECIFICATION

### 1. PURPOSE


Ithala SOC Limited (Ithala) is a wholly owned subsidiary of Ithala Development Finance Corporation (IDFC) which in turn is owned by the KZN Provincial Government. Ithala is a deposit taking institution, an authorized financial services and a registered credit provider which offers savings and loan products. As a result, Ithala must comply with all the prescribed obligations applicable to registered credit providers.





### 2. BACKGROUND


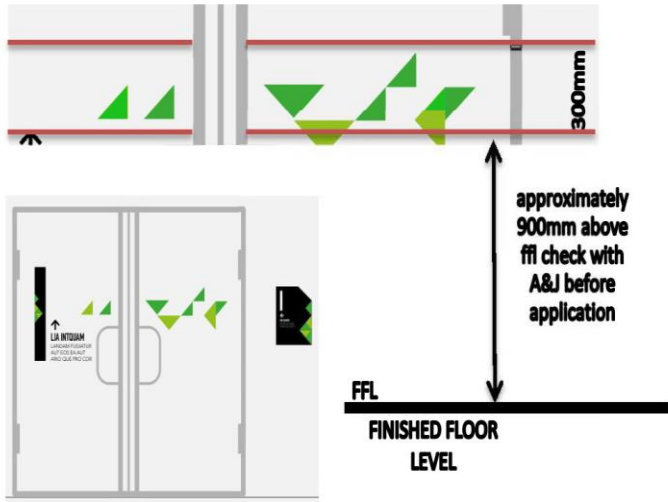
Ithala requires the services of a signage company to supply and install various way finding and general signage at the New Ithala Branch Facility.



### 3. SCOPE OF SERVICE



The Contractor will need to provide the following:

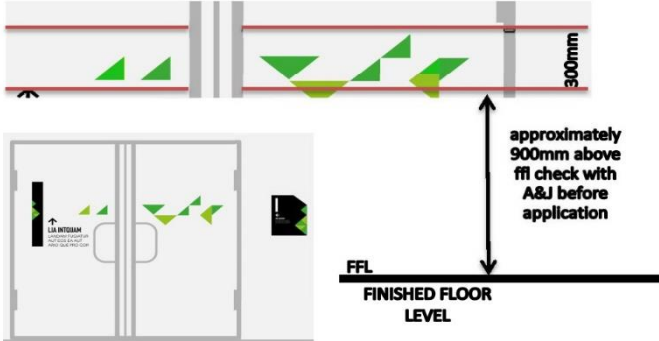

No	Item Name	Area	Description	Dimension (mm)	Quantity	Image
1	Hanging Sign	from ceiling Midway either side of the IPad station ( thoroughfare to Tellers)	Double Sided Signage- to be finalised with A&J before manufacturing	250 x 700mm (Letters to be 60mm) on black plastic panels	2x double sided panels	

2	Protruding Sign	Tellers (note position and size to be confirmed, detail for costing purposes only)	Content to be finalized with A&J before manufacturing	200ht x 170 (Letters to be 60mm) on black plastic panel with black fixing brackets	3x double sided and 2x wallmounted	   <p>Fixing Detail: Contractor to confirm (Black Aluminium?)</p>
3	Protruding Sign-applied to existing black plastic fin.	Enquires/ Customer Service, Personal Banking (note position and size to customer service and enquires to be confirmed, detail for costing purposes only)	Content to be finalized with A&J before manufacturing	200ht x 170 (Letters to be 60mm) applied to both sides of existing fins	12 stickers	

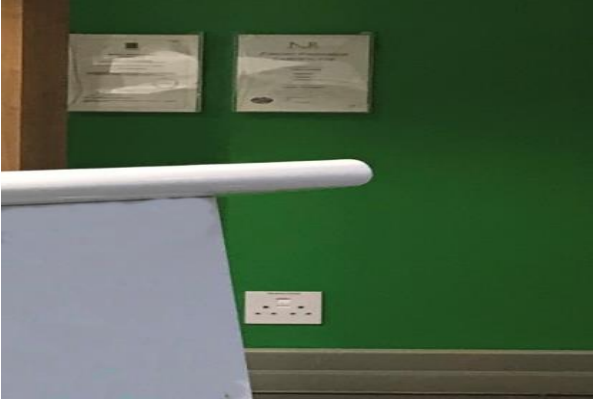

4	Vinyl Stickers to Teller Panels	Tellers (note position and size to be confirmed, detail for costing purposes only)	Content to be finalized with A&J before manufacturing	Letters to be 80mm applied centrally as indicated to above teller view panel	4	
5	Clear Vinyl Sticker Strips to Glass Panels	General Shop fronts, Skype window	Triangular detail approximately 100mm in height Printed clear vinyl, 50 running metres per store, exact sizes of triangles to be checked with A&J before manufacturing	930mm, 2145mm, 2550mm, 2017mm, 2000mm, 2030mm, 2002mm, 1997mm, 2134mm	17850mm total	



6	Clear Vinyl Sticker Stickers to Glass Panels	Skype side panel door and Managers office door	Triangular detail rising from floor Printed on frosted vinyl, exact sizes of triangles to be checked with A&J before manufacturing	780mm, 610mm 610mm	2000mm total	
7	Frosted and printed Vinyl Sticker applied to Glass Panels	General Shop front to Meeting Room and shop fronts to i-station and teller views.	Triangular detail rising from floor Printed on frosted vinyl, exact sizes of triangles to be checked with A&J before manufacturing	494mm 1964mm 1840mm 1866mm 491mm 1788mm 1785mm 1779mm	12050mm total	



8	Frosted and printed Vinyl Sticker applied to Glass Panels	Internal shop front and door panels to Meeting Room 2500mm high	Triangular detail rising from floor Printed on frosted vinyl, exact sizes of triangles to be checked with A&J before manufacturing	930mm 1410mm 610mm	2950mm total	
9	Solid and printed Vinyl Sticker applied to Glass Panels	store Room Glass shop front panels 1989mm high	Triangular detail rising from floor Printed on frosted vinyl, exact sizes of triangles to be checked with A&J before manufacturing	Digitally printed frosted vinyl stickers	1774mm 1786mm	



10	Glass Door Designation Signs	Video/ Skype Area, Managers Office, Multi-Purpose Meeting Room	Content details to be confirmed	A4 - Digitally Cut Out Vinyl	4	
11	Statutory Signs	Positions & content to be confirmed by client (ENTRANCE) opening & closing times etc	Disclaimers, opening times. Perspex panel on stainless steel spacers with vinyl letters	A3 Portrait 420x291mm Perspex panels	1	




12	Statutory Signs	Positions & content to be confirmed by client	Individual frames as per picture reference back to back Perspex panels on stainless steel spacers and fixed to wall	320x240mm Perspex panels	4	
13	Shop front Entrance Sign	Shop front entrance	Shop front signage- white Perspex Letters internally illuminated with white LED's and green vinyl back panel	770mm height x 1800mm width	1	

14	Privacy Screen	Glass panel between I-Station and Tellers	Printed Graphic on White Vinyl Contra vision, applied to the external face of glass	4250mm x 1720mm	1	
15	Full height Mural	Behind Consultant desks- Message to be in Zulu and English. 'Bubble' to be located by TV location	High wear printed Vinyl wallpaper applied to skimmed and painted drywall, to wrap around columns and run from end to end	4276mm+ 320mm+ 670mm+ 265mm+ 4341mm+ 160mm+ 460mm+ 160mm+ 2600mm	13300mm total	

16	Full height Mural	Behind Consultant desks- Message to be in Zulu and English. 'Bubble' to be located by TV location	High wear printed Vinyl wallpaper applied to skimmed and painted drywall, to wrap around columns and run from end to end	4276mm+320mm+670mm+265mm+4341mm+160mm+460mm+160mm+2600mm	13300mm total	
17	Full height Mural	To Entrance/ ATM Foyer	High wear printed Vinyl wallpaper applied to skimmed and painted drywall, to wrap around columns and run from end to end	2519mm + 2908mm	5430mm total	

18	Full height Mural	To Side Wall of Sales Consultant Area	High wear printed Vinyl wallpaper applied to skimmed and painted drywall, to wrap around columns and run from end to end	7660mm	7660mm total	
19	Full height Mural	To Adjacent Walls to Deposit Slip Desk	High wear printed Vinyl wallpaper applied to skimmed and painted drywall, to wrap around columns and run from end to end	1965mm + 2940mm	4905mm total	

20	Full height Mural	To Entrance/ ATM Foyer	High wear printed Vinyl wallpaper applied to skimmed and painted brick wall, to wrap around wall and into the entrance foyer and run into the Ithala Signage mural above	950mm + 1833mm	2785mm total	
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An additional contractor's technical pack will be emailed at the meeting, which will include the layout of the new facility situated at Anton Lembede  
**New Ithala branch location:** 447 Anton Lembede Street, Durban

#### 4. COMPULSORY SITE LISTING

- Date: Wednesday, 08 June 2022
- Time: 12:00pm to 13:00pm
- Briefing will be done via Microsoft Teams (**Link will be sent before the closing date to the service providers who requested via email to be part of the compulsory virtual briefing**)

**B. PRICING SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
<b>SUB TOTAL (EXCL. VAT)</b>				<b>R</b>
<b>VAT @15%</b>				<b>R</b>
<b>TOTAL(INCL. VAT)</b>				<b>R</b>

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_

## C. INTEGRITY DECLARATION

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to quote. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the tenderer to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the quotation process.

### 2. Tenderer's declaration

- 2.1 Is the tenderer, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

YES	NO
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- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by Ithala SOC (Ltd)?

YES	NO
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- 2.2.1 If so, furnish particulars:

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- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES	NO
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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

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### 3 DECLARATION

I, the undersigned, (name & Surname) \_\_\_\_\_ in submitting the accompanying quotation, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this declaration;
- 3.2 I understand that the accompanying quotation will be disqualified if this declaration is found not to be true and complete in every respect;
- 3.3 The tenderer has arrived at the accompanying quotation independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying quotation have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation closing or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the tenderer with any official of Ithala SOC (Ltd) in relation to this procurement process prior to and during the quotation process except to provide clarification on the quotation submitted where so required by the Ithala SOC (Ltd); and the tenderer was not involved in the drafting of the specifications or terms of reference for this quotation.
- 3.5. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 3.6 The tenderer or any of its directors is / are not listed on the National Treasury's Register of Tender Defaulters or the Database of Restricted Suppliers, have not been convicted by a court of law for fraud and corruption during the past five years, have not had any contract between the bidder and any organ of state being terminated during the past five years on account of failure to perform on or comply with the contract

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT ITHALA SOC (LTD) MAY REJECT THIS QUOTATION OR ACT AGAINST ME IN TERMS OF ITS SCM POLICY SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

**D. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017** **SBD 6.1**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;



4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		

**OR**

Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**E. TERMS AND CONDITIONS FOR PURCHASE AND SALE OF GOODS ONCE OFF TRANSACTION**

(These Terms are to accompany the ToR/ RFP/RFQ)

**1. APPLICATION**

These Terms and Conditions of Sale (“the Terms”) shall apply to the purchase of goods and ancillary services (collectively referred to as the “Goods”) by the Service Provider (“Service Provider”) and the Institution (“Institution”), each of which is identified in the accompanying quotation or proposal. These Terms, Product Specification, the Request for Proposal/Quotation, Service Provider’s bid or quotation proposal, the Purchase Order as well as any other written Special Conditions of Contract signed by the Parties shall comprises the entire agreement between the parties (collectively, the “Agreement”). The Service Provider accepts these Terms by signing and returning these Terms to the Institution together with its quotation or proposal.

**2. RELATIONSHIP OF PARTIES**

Nothing contained in these Terms shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms shall be deemed to construe either of the parties as the agent of the other.

**3. PRODUCT DESCRIPTION**

The product description shall be as provided for in the Specifications or the Service Provider’s proposal as accepted by the Institution.

**4. DELIVERY**

Delivery of the Goods shall take place and date as agreed to by the Parties. The order and delivery of such Goods as well as any further conditions of delivery shall be reduced to writing and shall form part of this Agreement. The Institution shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Any damages, shortages, over deliveries and duplicated orders shall be reported to the Service Provider

**5. INSPECTION AND REJECTION OF GOODS**

“Nonconforming Goods” means only the following: (i) the items delivered are different from those identified and specified in Institution’s purchase order; or (ii) the labels or packaging of the items incorrectly identifies them. The Institution shall refuse to accept delivery where it is immediately clear that the Goods delivered are Nonconforming Goods. Where it is not

immediately clear that the Goods delivered are Nonconforming Goods, the Institution shall have 7 (seven) days following receipt of the said Goods within which to inspect them (the “Inspection Period”). The Goods will be deemed accepted at the end of the Inspection Period unless the Institution notifies Service Provider in writing of any Nonconforming Goods. The Service Provider shall replace the Nonconforming Goods within 14 (fourteen) days of receipt of notice or credit or refund the purchase price for the Nonconforming Goods, together with any reasonable expense that may have been incurred by the Institution. The Service Provider shall collect the Goods from the possession of the Institution within 14 (fourteen) days from the date of notification of the Nonconforming Goods. At Service Provider’s request, Institution will dispose of the Nonconforming Goods or return the Nonconforming Goods to Service Provider at Service Provider’s expense. The Service Provider’s failure to comply with the provisions of this shall result in breach of this contract in terms of clause 14. Notwithstanding the foregoing, Service Provider will have no obligation under this section or otherwise with respect to any infringement claim based upon any: (i) misuse or modification of the Goods by Institution or its employees or agents, (ii) use of the Goods in combination with other materials, goods or services for which the Goods were not intended to be used, (iii) failure of Institution to implement any update provided by Service Provider that would have prevented the claim, (iv) Goods that Service Provider made to Institution’s specifications or designs.

**6. RISK**

All risks in the Goods shall pass to the Institution at delivery upon receipt and signing off of the Goods within reasonable time of signed receipt. The Service Provider shall collect all over deliveries and replace all damaged Goods as well as outstanding Goods or refund the Institution.

**7. LIMITED WARRANTY**

The Service Provider warrants to Institution that the Goods will be free from defects in material and workmanship for a period of \_\_\_\_\_ following the date of delivery to the Delivery Location (the “Warranty Period”) or the period of the manufacturers’ warranty, whichever is longer. If prior to the expiration of the Warranty Period, the Institution informs Service Provider in writing of any breach of this limited warranty, Service Provider may repair or replace the Goods that gave rise to the breach or refund the full amounts that Institution paid for the Goods. Service Provider does not warrant the Goods, or any repaired or replacement parts, against

normal wear and tear or corrosion. The Institution shall provide the Service Provider with a reasonable opportunity to examine the Goods and the sales records and the Service Provider shall, in the absence of any unauthorized modification or repair of the Goods, including without limitation the removal or alternation of any serial numbers or warranty date decals replace, refund or repair the Goods. The Service Provider shall defend, indemnify, and hold harmless the Institution and its subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any Claims arising out of or occurring in connection with the negligence or willful misconduct of Service Provider or its employees or agents.

#### **8. INFRINGEMENT**

The Service Provider shall defend, at its own expense, any action against the Institution brought by a third party to the extent that the action is based upon a claim that the Goods infringe on any patents or copyrights, or misappropriate any trade secrets, of a third party. The Service Provider shall pay those costs and damages finally awarded against the Institution on any actions that are specifically applicable to the claim or those costs and damages agreed to in a monetary settlement of the actions. The foregoing obligations are conditioned on Institution (i) notifying Service Provider promptly in writing of the action, (ii) making no admission of liability and giving Service Provider sole control of the defence thereof and any related claim, Service Provider shall, at its option and expense, either (i) procure for Institution the right to continue using the Goods, (ii) replace or modify the Goods so that they become noninfringing, or (iii) accept return of the Goods and refund Institution the amounts actually paid by Institution to Service Provider for the Goods.

#### **9. PRICE AND PAYMENT**

The price payable to the Service Provider for the Goods shall be as described in the Purchase Order and shall be inclusive of all applicable taxes and cost. The price payable as referred to herein shall not be adjusted for any reason unless as agreed to in writing between the parties. The Institution shall pay all proper invoices received from the Service Provider and approved by both Parties, within 30 (thirty) calendar days of receipt and approval of invoices thereof. The Service Provider may charge interest on overdue invoices from the date when payment becomes due at the Prime Rate compounded monthly from time to time, as used by the South African Reserve Bank.

#### **10. FORCE MAJEURE**

The Parties shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Parties shall be entitled to a reasonable extension of their obligations. If the delay on the part of the Service Provider persists for a period of more than 60 (sixty) days, the Institution has the discretion to either (i) procure the Goods not readily available from the Service Provider from a 3rd party without terminating this Agreement and being liable to the Service Provider for the portion of the Goods as procured from the 3rd party or (ii) terminate this Agreement.

#### **11. TERMINATION OF AGREEMENT**

This Agreement will terminate under the following circumstances: (i) in terms of the provisions of clause 14 or (ii) after delivery of the Goods provided that the Goods are not returned to the Service Provider in terms of the provisions of these Terms. In the event that the delivery of the Goods will be more than once, the Agreement shall terminate on the settlement negotiations, and (iii) cooperating and, at Service Provider's request and expense, assisting in the defence. If the Goods become, or in Service Provider's opinion are likely to become, the subject of an infringement Agreement shall only terminate after delivery of the correct Goods or replaced Goods on the date agreed to with the Institution. Should the Service Provider not deliver the correct Goods within the time agreed to by the Parties, the Service Provider shall be deemed to be in breach of this Agreement in terms of the provisions of clause 14. The Client will settle all undisputed outstanding invoices of the Service Provider within 30 (thirty) working days of the date of termination of Agreement. pursuant to this Agreement, to either enforce specific performance or terminate the Agreement (with a 14 (fourteen) day's written notice of termination) and/or claim damages.

#### **12. SUB-CONTRACTING**

The Service Provider shall not subcontract its obligations in terms of this Agreement to any 3rd party without the prior written consent of the Institution.

#### **13. CANCELLATION OF ORDER**

Cancellation or modifications of all or part of any order are subject to Service Provider's cancellation policy or as agreed to by the Parties in writing. The



Institution shall be liable for the Service Provider's direct damages incurred as a result of the cancellation or modification of an order that does not comply with the Service Provider's cancellation policy which shall be provided to the Institution in advance together with the Service Provider's bid proposal or quotation.

Signed on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

By the Service Provider Representative:

**14. BREACH**

Either Party shall be in breach of this Agreement if it fails to comply with any of its obligations in terms of this Agreement and having been given 14 (fourteen) calendar day's written notice to remedy such non-compliance. The Service Provider shall be in breach of this Agreement if it-; (a) fails to comply with the prescribed licensing requirements, and/or if it fails to comply with any date of the last delivery, provided the Goods are not returned to the Service Provider in terms of the provisions of this Agreement. In the event that the Goods are returned, the compromise or make such assignment with, its creditors; or (d) without the prior written consent to the Institution, undergoes a change in shareholding or members interest so that a new person owns the majority of its voting share capital or members interest; or Either Party shall, in any instance of breach, be entitled, in addition and without prejudice to any other right it may have in law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name and Surname

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full Name and Surname of Witness

**15. ENTIRE AGREEMENT**

These Terms together with its annexures (as contemplated in clause 1) constitutes the whole agreement between the Parties and no term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties. This Agreement supersedes all and any agreements between the Parties on the subject matter.

**16. CESSION AND ASSIGNMENT**

Neither Party shall cede in whole or in part, any of its obligations under the Agreement, except with the other Party's prior written consent. Neither Party shall assign, in whole or in part, any of its obligations under the Agreement.

**17. GOVERNING LAW**

This Agreement will be governed by, and construed in accordance with, the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such laws.