**To all suppliers/service providers seeking registration as an approved supplier on the database of the Auditor-General South Africa in the Northern Cape Business Unit**

All suppliers/service providers are herewith invited to register as an approved supplier/service provider on the database of the Auditor-General South Africa (AGSA).

The purpose of this database is to give all prospective suppliers an equal opportunity to submit quotations to the AGSA as and when a need arises.

It is envisaged, however, that this database shall contribute to efficient administration and compliance with the BBBEE strategy of the AGSA.

**All suppliers who have been suppliers to the AGSA are also required to register and are not exempt from this process.**

Attached kindly find an official registration form to assist us in updating our database according to legislation.

No duplications of this form shall be accepted.

**It is imperative that suppliers read the application document carefully, complete it in full and sign it.** Kindly take note that a valid document, where applicable, must be attached. Failure to comply with this requirement will lead to disqualification from the registration process.

Duly completed and signed forms enclosed in an envelope clearly marked “**Supplier Database Registration Form**” to be delivered to the respective region/office as addressed below:

**Auditor General South Africa: Eastern Cape**

69 Frere Road

Vincent

East London

5247



**Important notes: Please read carefully**

* To be completed by **all** vendors seeking registration as an approved AGSA supplier/service provider.
* The questionnaire must be completed in **full** and be **signed**.
* A **company profile together with company registration certificates** should accompany the registration form but shall **not be accepted** as substitute for the application form
* All fields on application form **MUST** be completed by the applicant.
* Applicants shall be contacted via fax or email and **must** therefore submit an **operating fax number** and a **valid email address**; failure to comply shall result in the supplier being excluded from the data base.
* The AGSA reserves the right to accept or reject any application **without being obliged to give any reasons** for such action.
* Suppliers/Service Providers shall **not be notified** whether their application was accepted or not but will only be advised of the outcome if telephonically requested.
* **A maximum of four commodities must be reflected on the application form. Reflecting more than four commodities shall invalidate the application.**
* Suppliers/Service Providers must comply with all the **registration criteria** for registration to be finalised – **failure** to do so may result in the application being declined.

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|  |  |
| --- | --- |
| **Company / Supplier name** |  |
| **Company / CC registration number** |  |
| **VAT registration number (if applicable)** |  |
| **Income tax reference number (compulsory)** |  |
| **Web address** |  |
| **Email address** |  |
| **Telephone number** |  |
| **Fax number (compulsory)** |  |
| **Toll-free number** |  |
| **Number of full-time employees** |  |
| **Number of years in business** |  |
| **Postal address (compulsory)** |  |
| **Physical address (compulsory)** |  |

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**Please tick the relevant box / boxes**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ISO- listed |  |  | Repairer |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Importer |  |  | Distributor |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Services |  |  | Exporter |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Manufacturer |  |  | Sales | |  |
| **Tax clearance certificate attached (compulsory)** | | | | Yes |  | No |  |

|  |  |
| --- | --- |
| **Expiry date of tax clearance certificate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |

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**Please tick the relevant box**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | Public Company (Ltd) |  |  | 7 | Sole Proprietor | |  |
| 2 | Private Company (Pty) Ltd |  |  | 8 | Foreign Company | |  |
| 3 | Closed Corporation (CC) |  |  | 9 | Partnership | |  |
| 4 | Government / Parastatals |  |  | 10 | Trust | |  |
| 5 | Joint Venture |  |  | 11 | Section 21 Company | |  |
| 6 | Consortium |  |  | 12 | Other (Specify) |  |  |

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|  |  |
| --- | --- |
| **Name** |  |
| **Company position** |  |
| **Mobile phone number** |  |
| **Fax number** |  |
| **Email address** |  |

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|  |  |
| --- | --- |
| **Name** |  |
| **Company position** |  |
| **Mobile phone number** |  |
| **Fax number** |  |
| **Email address** |  |

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Applicants to complete the attached ***Accounts Payable New Vendor Form*** and return with the application form

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**Suppliers of the following products/services are required to register on the database.**

**Note: up to a maximum of four (4) commodities can be selected**

| **MAIN GROUP** | **COMMODITIES** | **TICK RELEVANT BOX** |
| --- | --- | --- |
| **Supplies** | Stationery |  |
| Computer hardware suppliers |  |
| Computer & printer maintenance |  |
| Photocopying & scanning |  |
| Printing |  |
| **Catering** | Catering services |  |
| Supply of meeting refreshments |  |
| **Facilities** | Upholstery |  |
| Flower supplier |  |
| Electrical services |  |
| Fire systems |  |
| Security services |  |
| Access control systems |  |
| CCTV systems |  |
| Metal detectors |  |
| Asset tracking system |  |
| Building construction |  |
| Furniture repairs |  |
| Furniture procurement |  |
| **Marketing & communication** | Advertising |  |
| Exhibitions |  |
| Billboard advertising |  |
| Corporate gifts |  |
| Layout and design of corporate publications |  |
| Photography |  |
| **Venues and accommodation** | Venue hirers |  |
| Facilitators: teambuilding & strategic planning |  |
| Visa applications |  |
| Travel agencies |  |
| Venues |  |
| Accommodation |  |

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**List the four largest contracts/assignments completed by your firm in the last three years**

|  |  |  |
| --- | --- | --- |
| **One** | **Work performed** |  |
| **For whom** |  |
| **Contact person** |  |
| **telephone numbers** |  |
| **Contract fee** |  |
| **Two** | **Work performed** |  |
| **For whom** |  |
| **Contact person** |  |
| **telephone numbers** |  |
| **Contract fee** |  |
| **Three** | **Work performed** |  |
| **For whom** |  |
| **Contact person** |  |
| **telephone numbers** |  |
| **Contract fee** |  |
| **Four** | **Work performed** |  |
| **For whom** |  |
| **Contact person** |  |
| **telephone numbers** |  |
| **Contract fee** |  |

**Broad Based Black Economic Empowerment**

Broad-based black economic empowerment (BBBEE) refers to the economic empowerment of all black people, including women, workers, youth, people with disabilities and people living in rural areas, through diverse but integrated socio-economic strategies that include, but are not limited to, the following:

a) Increasing the number of black people who start, manage, own and control enterprises and productive assets;

b) Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises;

c) Human resource and skills development;

d) Achieving equitable representation in all occupational categories and at all levels in the workforce; preferential procurement; investment in enterprises that are owned or managed by black people; skills development; supplier development and corporate social investment.

The AGSA recognizes that the implementation of a BBBEE policy is an essential mechanism in its efforts to meet the objectives as set out in the BBBEE Act to achieve sustainable and inclusive economic development, social stability and labour-absorbing economic growth.

Evaluation of price quotations shall be subject to the AGSA’s BBBEE policy, the BBBEE charter and the Public Audit Act.

The BE: Change, Transformation and Ethics is responsible for monitoring the procurement targets as outlined in the AGSA’s BBBEE policy.

The AGSA gives preference to companies complying with the B-BBEE Codes of Good Practice, Level 1 to Level 4.

Applicants must submit a valid B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

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* **Kindly use this table to determine the SMME status of your enterprise**
* Kindly tick the relevant box in each column

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A. Sector** | **B. Full-time paid employees** | | | | **C. Annual turnover (R millions)** | | | | **Total gross asset value (R millions)** | | | |
| **Med** | **Small** | **Very small** | **Micro** | **Med** | **Small** | **Very small** | **Micro** | **Med** | **Small** | **Very small** | **Micro** | |
| Manufacturing | 200 | 50 | 20 | 5 | 40 | 10 | 4 | 0.15 | 15 | 3.75 | 1.5 | 0.1 | |
| Construction | 200 | 50 | 20 | 5 | 20 | 5 | 2 | 0.15 | 4 | 1 | 0.4 | 0.1 | |
| Retail and motor trade | 100 | 50 | 10 | 5 | 30 | 15 | 3 | 0.15 | 5 | 2.5 | 0.5 | 0.1 | |
| Wholesale trade | 100 | 50 | 10 | 5 | 50 | 25 | 5 | 0.15 | 8 | 4 | 0.5 | 0.1 | |
| Catering / Accommodation | 100 | 50 | 10 | 5 | 10 | 5 | 1 | 0.15 | 2 | 1 | 0.2 | 0.1 | |
| Transport / Storage | 100 | 50 | 10 | 5 | 20 | 10 | 2 | 0.15 | 5 | 2.5 | 0.5 | 0.1 | |
| Finance & business services | 100 | 50 | 10 | 5 | 20 | 10 | 2 | 0.15 | 4 | 2 | 0.4 | 0.1 | |
| Repair / Allied services | 100 | 50 | 10 | 5 | 30 | 15 | 3 | 0.15 | 5 | 2.5 | 0.5 | 0.1 | |
| Communications | 100 | 50 | 10 | 5 | 20 | 10 | 2 | 0.15 | 5 | 2.5 | 0.5 | 0.1 | |
| Other trade | 100 | 50 | 10 | 5 | 10 | 5 | 1 | 0.15 | 2 | 1 | 0.2 | 0.1 | |
| Commercial agents  (e.g. travel agent) | 100 | 50 | 10 | 5 | 50 | 25 | 5 | 0.15 | 8 | 4 | 0.5 | 0.1 | |
| Community and social services | 100 | 50 | 10 | 5 | 10 | 5 | 1 | 0.15 | 5 | 2.5 | 0.5 | 0.1 | |
| Personal services  (e.g. consulting services) | 100 | 50 | 10 | 5 | 10 | 5 | 1 | 0.15 | 5 | 2.5 | 0.5 | 0.1 | |

**SMME status of your enterprise** (kindly tick the relevant box)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Micro |  |  | Medium |  |
|  |  |  |  |  |
| Very small |  |  | Large |  |
|  |  |  |  |  |
| Small |  |  |  |  |

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| --- |
| Applicants to complete the attached ***declaration of conflict of interest form*** and return with the application form |

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**I/we the undersigned acknowledge the following:**

* **The information furnished is true and correct.**
* **If misrepresentation to gain any benefit is established, the Auditor-General South Africa may, in addition to any other remedies it may have in law:**
  + **disqualify and blacklist the supplier/service provider from future business with the AGSA**
  + **in instances where contracts are issued, cancel the contract and claim damages suffered as a result of such cancellations**
  + **impose on the contract a penalty clause not exceeding a percentage deemed fit of the value of the contract.**
* **The equity ownership claimed is in accordance with the general conditions.**
* **Any conflict of interest shall be declared in the comment space below.**

|  |  |  |
| --- | --- | --- |
| **Signature of owner or authorized representative** |  | **Date** |

|  |  |  |
| --- | --- | --- |
| **Signature of owner or authorized representative** |  | **Date** |

|  |  |  |  |
| --- | --- | --- | --- |
| **COMMISSIONER OF OATHS :** | |  | **STAMP :** |
| **Signature :** |  |  |  |
| **Date :** |  |  |

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|  |  |
| --- | --- |
| **Mandatory documents to be submitted:** | **Tick** |
| Valid tax clearance certificate |  |
| Company profile |  |
| **Original certified** copy of a BBBEE Certificate issued by a verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act (CCA) |  |
| Latest copy of certificate of confirmation as issued by CIPC (not older than 30 days) |  |
| **Original certified** copies of ID documents |  |
| Proof of banking details (copy of cancelled cheque / Letter from a financial institution not be older than 3 months) |  |
| Accounts Payable New Vendor Form |  |
| Declaration of conflict of interest form |  |

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**DEFINITIONS**

"AGSA" means "Auditor-General South Africa" and shall include all the regions.

"Seller" means the person, firm or company to whom the Order is addressed and any associated or subsidiary person, firm or company responsible for executing the Order and shall include the Seller's personal representatives and permitted representatives. If the Order is executed by a person, firm or company different from that to which the Order is issued, then that person shall be deemed an authorised agent of the person, firm or company executing the Order for the purposes of being bound by these Conditions.

"Order" means the AGSA's Order and any amendment thereof for the supply of Goods sent by the AGSA to the Seller on the AGSA's official order form together with any documents annexed thereto.

"Goods" means the articles, materials, works, services, or any of them described in the Order.

“Services” means any services other than delivery of Goods.

“Service Provider” means the person, firm or company to whom the Order is addressed and any associated or subsidiary person, firm or company responsible for providing services and shall include the Service Provider's personal representatives and permitted representatives. If the Order is executed by a person, firm or company different from that to which the Order is issued, then that person shall be deemed an authorised agent of the person, firm or company executing the Order for the purposes of being bound by these Conditions

"Packages" shall include bags, cases, cylinders, drums, pallets, tank wagons and any other containers.

"Contract" shall mean the contract entered into and signed between the AGSA and the Seller consisting of the Order, these General Conditions, and any other documents (or parts thereof) specified in the Order.

"Contract Price" shall mean the price, exclusive of value-added tax and import duty (where applicable) payable to the Seller by the AGSA for the full and proper performance by the Seller of its part of the Contract as determined under the provisions of the Contract.

"Specification" means the technical description of the Goods contained or referred to in the Specification or in the Order.

"Delivery Date" means the date or dates specified in the Order for the delivery of the Goods.

"Business Day" means a day on which the banks are open for the transaction of business, excluding weekends.

"Authorised Officer of the AGSA" shall mean all persons that have been permitted to transact with the Sellers, not limited to Procurement staff but anyone that the AGSA deems authorised to accept and enter into contractual terms on behalf of the AGSA.

"Authorised Officer of the Seller" shall mean a director or a partner or an employee of the Seller authorised or who might reasonably be expected to be authorised to accept contractual terms or variations on behalf of the Seller.

**2. PRECEDENCE**

(a) Should there be any inconsistency between the documents comprising the Contract, they shall have precedence in the order herein listed: these Conditions; the Order.

(b) Unless otherwise agreed in writing and signed by an Authorised Officer of the AG and by an Authorised Officer of the Seller (i) these Conditions shall override any representations, promises, terms and conditions whatsoever stipulated, incorporated or referred to by either party and (ii) any Conditions of Sale of the Seller shall be of no effect.

(c) Any variation of the Order or these Conditions shall become binding only if agreed in writing by an Authorised Officer of the AGSA and by an Authorised Officer of the Seller.

(d) The AGSA's rights shall not be prejudiced or restricted by any indulgence or forbearance extended to the Seller and no waiver expressed or implied by the AGSA in respect of any breach shall operate as a continuing waiver or as a waiver of any other breach.

**3. PRICE**

The Contract Price stated in the Order for the Goods or Services is a fixed price and shall not be varied for any reason unless expressly agreed in writing and signed by an Authorised Officer of the Seller and by an Authorised Officer of the AGSA.

**4. ACKNOWLEDGEMENT**

The AGSA shall only be bound by the Order:

(a) if it is on the official AGSA Order form duly signed by an Authorised Officer of the AGSA and

(b) if the Seller accepts the Order in writing within 28 days of the date which it bears.

**5. VARIATIONS**

The AGSA shall have the right during the execution of the Contract by notice in writing from an Authorised Officer of the AGSA to direct the Seller to add or to omit or otherwise vary the Goods, and the Seller shall carry out such variations and be bound by the same Conditions, so far as applicable, as though the said variations were stated in the Contract. Where the Seller receives any such directions from the AGSA which would occasion an amendment to the Contract Price or the time for delivery of the Goods or the time for completion of the Contract, the Seller shall with all possible speed advise the AGSA in writing to that effect giving the amount of any such amendment, ascertained and determined at the same level of pricing as the original Contract.

Where the Goods are ordered to the AGSA's Specification, the Seller shall not alter any of the Goods, except as directed in writing by an Authorised Officer of the AGSA.

**6. ACCEPTANCE, PROPERTY AND RISK**

(a) The Goods shall only be accepted and property in them pass to the AGSA after they (i) have satisfied all requirements and passed all tests specified in the Order, the Specification and these Conditions and (ii) have thereafter been accepted in writing by and to the full satisfaction of the AGSA. The AGSA shall be entitled to reject the Goods at any time prior to their acceptance notwithstanding delivery.

(b) Until delivered to and accepted by the AGSA the Goods shall remain at the sole risk of the Seller, who shall at its own cost insure the Goods in the name of the Seller against all insurable risks which are likely to affect the goods with insurers and on terms approved by the AGSA. Satisfactory evidence of such insurance and payment of the current premiums shall be shown to the AGSA upon request.

**7. DELIVERY**

(a) The Goods shall be properly packed, secured and despatched at Seller's expense to arrive in good condition by the Delivery Date or Dates and at the place or places specified in the Order.

(b) The Seller at its own expense shall furnish such programmes of manufacture and delivery as the AGSA may reasonably require and shall give written notice to the AGSA immediately if such programmes are or may be delayed.

(c) If the Goods are delivered to the wrong destination the Seller shall be held responsible for any additional expense in delivering them to their correct destination.

(d) Unless otherwise provided by the Contract, all Packages supplied by the Seller shall be considered as non-returnable, and their cost as having been included in the Contract Price. Where it is agreed that Packages are returnable, full disposal particulars must be quoted on the advice note. The empties must have legible marks to show to whom they belong and the Seller shall be required to bear all carriage and cartage charges. The AGSA accepts no liability for Packages lost or damaged in transit.

(e) In order to confirm receipt the Seller shall obtain on delivery the signature of a representative of the AGSA or the person to whom the Seller has been instructed to effect delivery of the Goods. This confirmation shall be evidence of receipt only but not of the Goods being of the condition specified in the Order, the Specification and these Conditions and shall not amount to acceptance.

**8. PAYMENT**

(a) Payment shall be made in accordance with the Contract. In the absence of any express condition in the Contract, the AGSA's terms are payment within five (5) weeks of receipt of the statement. Invoices must be addressed to the AGSA Department indicated on the Order. The complete Order number must be quoted on all invoices.

(b) If applicable the AGSA shall pay to the Seller, in addition to the Contract Price, a sum equal to the value-added tax chargeable on the value of the Goods supplied in accordance with the Contract.

(c) Any over-payments by the AGSA to the Seller shall be a sum recoverable from the Seller under Condition 26.

**9. QUALITY AND DESCRIPTION**

The AGSA's representative shall have the right to inspect all Goods/Services at the Seller's works and the works of sub-contractors at all reasonable times and to reject Goods that do not comply with the terms of the Contract. Any inspection, checking, approval or acceptance given on behalf of the AGSA shall not relieve the Seller or its sub-contractor from any obligation under the Contract.

The Goods/Services shall:

(a) conform in all respects with the particulars and requirements contained in the Order and the Specification and these Conditions.

(b) correspond with their description.

(c) be of sound materials and workmanship.

(d) be equal in all respects to samples, patterns, drawings, plans and specifications provided by either party.

(e) be of merchantable quality.

(f) be capable of any standard of performance specified in the Contract.

(g) be fit for such purpose as shall be made known by the AGSA to the Seller and in this respect the AGSA relies on the Seller's skill and judgement.

**10. AGSA'S RIGHT TO REJECT**

(a) The AGSA reserves the right to reject the whole (or any part) of the Goods/Services if any part of the Goods/Services does not correspond with the Order and the Specification and these Conditions in quality, fitness, description or quantity and to return any such rejected Goods to the Seller at the Seller's risk and expense.

(b) The making of payment shall not prejudice the AGSA's right of rejection. Goods rejected under this Condition shall not be considered as having been delivered under the Contract and shall be removed by the Seller at its own expense within eight (8) days from the date of the receipt of notification of rejection or within such longer period as the AGSA may agree. In the event of the Seller failing to remove them, or any of them, within such a period as foresaid, the AGSA shall be entitled to return the rejected Goods or any of them at the Seller's risk, the cost of carriage being a sum of money recoverable from the Seller for the purposes of Condition 26.

**11. SELLER'S WARRANTY**

Without prejudice to these Conditions and any additional obligations imposed by the Order the Seller agrees promptly to remedy or replace, at no cost to the AGSA, any part or parts of the Goods which during the first year of actual use (hereinafter called the Warranty Period) prove to be defective or unsuitable for the purpose specified, whether such is due to faulty design, poor workmanship, faulty materials, the Seller's erroneous instructions or data, or any other cause not attributable to misuse by the user.

The Warranty Period for any goods repaired or replaced shall be extended by 12 months from the date when such repair or replacement shall be approved by the AGSA.

**12. INDEMNITY**

(a) The Seller shall indemnify the AGSA against all losses, liabilities, claims, demands, damages, costs and expenses whatsoever in respect of loss of or damage to any property whatsoever (including that of the AGSA) or injury to or death of any person (including any employees, agents or sub-contractors of the AGSA or the Seller) or other loss or damage sustained by any person howsoever caused that may arise or occur directly or indirectly as a result of

either (i) the Goods not being in accordance with the Order, the Specification and these Conditions

or (ii) any act or omission of the Seller, its servants, agents or sub-contractors.

(b) The Seller shall effect insurance against all those risks the subject of the seller's indemnification in Condition 12(a) with insurers and on terms approved by the AGSA. Satisfactory evidence of such insurance and payment of the current premiums shall be shown to the AGSA upon request.

**13. LATE DELIVERY**

(a) The time or times specified in the Order for delivery of the Goods is of the essence of the Contract between the AGSA and the Seller for the supply of the Goods.

(b) If delivery of the Goods or any part thereof is not made in accordance with the time or times specified in the Order, the AGSA may at its option and without prejudice to any other rights the AGSA may have, cancel the delivery of any undelivered balance of the Goods.

(c) If the Order provides for delivery of the Goods by the Seller by instalments and the Seller shall make default in delivery of one or more instalments, the AGSA shall have the option specified in Condition 13(b).

**14. FORCE MAJEURE**

If during the currency of the Contract the AGSA is prevented from or hindered in the use of the Goods by reason of war, strikes, disputes, lockouts, riots, civil commotions, epidemics, fire, explosion, accident, flood or any other operation of the forces of nature or any other cause whatsoever whether of the foregoing nature or not, then the AGSA at its option may partially or wholly suspend deliveries of the Goods during the continuance of such causes and the time for delivery shall be correspondingly extended, but if such suspension continues for more than six months, the AGSA may give written notice to terminate the whole or any part of the Contract thereby affected without liability and without prejudice to the accrued rights of either party. If the Seller postpones delivery at the request of the AGSA pursuant to this clause, the seller shall store, protect and insure the goods until actual delivery and the AGSA shall be liable for any reasonable cost (including insurance) for its so doing.

**15. STORAGE**

Except where stated otherwise in the Contract, the Seller shall protect and insure Goods that might deteriorate through corrosion or other cause during storage and transportation.

**16. HAZARDOUS GOODS**

Hazardous goods must be marked with the name of the material in English and the Seller shall observe the requirements of the Republic of South Africa or public body or any international agreement or convention of whatsoever nature and by whomsoever imposed relating to the packaging, labelling, distribution and carriage of hazardous goods. The Seller shall promptly inform the AGSA of any dangers and special instructions relating to the handling or use of hazardous Goods.

**17. ARTICLES ON LOAN AND USE OF INFORMATION**

All tools, materials, drawings, specifications and other equipment and data loaned by the AGSA to the Seller in connection with the contract shall remain at all times AGSA property and be surrendered to the AGSA upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by the Seller solely for the purpose of completing the Contract. The Seller agrees that no copy of any of the articles listed in the foregoing sentence shall be made without consent in writing of an Authorised Officer of the AGSA. Such articles shall be at the risk of the Seller and insured by the Seller at Seller's own expense against the risk of loss, theft or damage. Any loss of or damage to such articles shall be made good by the Seller at the Seller's expense. All scrap arising from the supply of such articles must be disposed of at the AGSA's discretion and all proceeds of sales of such scrap must be credited by the Seller to the account of the AGSA. Any specifications, plans, drawings, patterns or designs supplied by the AGSA to the Seller in connection with the Contract shall remain the property of the AGSA, and any information derived therefrom or otherwise communicated to the Seller in connection with the Contract shall be kept secret and shall not without consent in writing of an Authorised Officer of the AGSA, be published or disclosed to any third party, or made use of by the Seller except for the purpose of implementing the Contract.

**18. OWNERSHIP OF RESULTS**

If the Contract involves design and/or development work, but not otherwise, the provisions hereinafter set out in this Condition shall apply:

All rights in the results of work arising out of or deriving from this Contract, including inventions, designs, copyright and knowledge shall be the property of the AGSA which has the sole right to determine whether any letters patent, registered design and other protection shall be sought.

The seller shall promptly communicate to the AGSA all such results and shall if requested and at the expense of the AGSA do all acts and things necessary to enable the AGSA or its nominee to obtain letters patent, registered designs and other protection for such results in all territories and to assign the same to the AGSA or its nominee.

The Seller shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes part of the public domain other than by breach of this Contract.

**19. NON-OBSERVANCE OF CONDITIONS**

In the event of any breach or non-observance of any of these Conditions, the AGSA may give the Seller written notice of such breach or non-observance and the Seller shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. Should the Seller fail so to rectify, then the AGSA shall have the right to give the Seller written notice forthwith terminating the contract.

**20. AGSA'S RIGHT OF CANCELLATION**

The Seller agrees that the Contract may be terminated by the AGSA at any time in whole or in part by delivery to the Seller of a Notice of Termination. In the event of such Notice being given the Seller shall comply with any directions with regard to the Goods which may be given by the AGSA. Subject to the Seller submitting within six (6) months from the effective date of termination its termination claim in the form prescribed by the AGSA in the Notice of Termination, the AGSA shall indemnify the Seller against any commitments, liabilities or expenditure which in the opinion of the AGSA have been reasonably and properly incurred by the Seller in connection with the Contract and which would otherwise represent an unavoidable loss to the Seller. The AGSA shall not be liable to pay under the provisions of this Condition any sum which when taken together with any sums paid or due or becoming due to the Seller under the Order, shall exceed the total price of the Goods payable under the Contract. Save as provided above, the AGSA shall not be liable to the Seller for any loss, damage or injury whatsoever sustained by the Seller whether direct, indirect or consequential howsoever the same may be caused.

**21. CONSEQUENTIAL LOSS**

The AGSA, its servants, agents and independent contractors shall not in any circumstances whatsoever be liable for any loss of profit or consequential loss whatsoever and the Seller shall hold harmless and indemnify the AGSA and its servants, agents and independent contractors accordingly.

**22. INSOLVENCY OF SELLER/SERVICE PROVIDER**

The AGSA may by written notice cancel the delivery of any undelivered balance of the Goods or the provision of Services if the Seller/Service Provider becomes insolvent or being a sole proprietor or partnership becomes bankrupt or enters into a composition or arrangement with his creditors or has a Receiving Order made against him or being a Company goes into liquidation or suffers a Receiver to be appointed.

**23. COMPLIANCE WITH LAW**

(a) The Seller/Service Provider shall ascertain, comply with and observe strictly in respect of and in connection with the Goods/Services and their supply all Acts of Parliament, statutory provisions and regulations, common law duties, by-laws or regulations of any government local authority or other public body of whatsoever nature and by whosoever imposed.

(b) The Seller/Service Provider shall keep the AGSA indemnified against all actions, claims, demands, damages, fines, costs, charges and proceedings whatsoever in respect of any loss of or damage to any property or death of or injury to any person arising in consequence of or in connection with any breach, non-compliance or non-observance of such statutory provisions and regulations, common law duties, by-laws and regulations as aforesaid.

**24. DUTIES, LEVIES, TAXES, ETC.**

All export duties, import duties, taxes, levies of whatsoever nature and by whomsoever imposed present or future shall be for Seller’s account. Where the Goods required under this Contract are to be wholly manufactured outside of those countries, the Contract Price shall be exclusive of any Customs and Excise duties which may be payable, however the AGSA shall reimburse the Seller after due delivery of the Goods any sums which it may pay to Customs and Excise in respect thereof, on production of evidence of such payment. Where the AGSA wishes to apply for a licence of exemption from Customs and Excise duties in respect of the Goods, the Seller shall give all necessary assistance with the said application and if the application for a licence of exemption is successful, shall be responsible for claiming repayment of said duties from Customs and Excise and will not charge the AGSA for the said duties, or if the AGSA has already paid, the Seller shall promptly repay the said duties to the AGSA.

**25. INFRINGEMENT OF PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY**

The Seller/Service Provider warrants that neither the Goods/Services nor the AGSA's use thereof shall infringe any patent, registered design, trademark, copyright or other protected right and undertakes to indemnify the AGSA against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any such right. The Seller/Service Provider shall obtain the necessary consents from the proprietors or their licensees should it make use of the intellectual property, patent, trademark or design of any other person.

**26. RECOVERY OF AMOUNTS DUE**

Whenever under the Contract any amount of money shall be recoverable from or payable by the Seller, the same may be deducted from any amounts then due, or which at any time thereafter may become due to the Seller under the Contract or under any other Contract with the AGSA.

**27. CORRUPT GIFTS**

The Seller shall not give, provide or offer any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, the AGSA shall, without prejudice to any other rights it may possess, have a discretion forthwith to terminate the Contract and to recover from the Seller any loss or damage consequent upon such termination.

**28. ASSIGNMENT**

The Seller shall not be entitled to cede, assign or delegate any of its rights and/or obligations in this Contract without the prior written approval of the AGSA.

**29. NOTICE**

All notices and communications required to be sent by the Seller or AGSA hereunder shall be made in writing and sent by first class mail and if sent to the Seller, sent to the registered or head office of the Seller and if sent to the AGSA, sent to the Senior Manager: Supply Chain Management, at the AGSA address stated on the Order and shall be deemed to have reached the party to whom it is addressed on the business day next following the date of posting.

**30. APPLICABLE LAWS**

These conditions shall be construed in all respects in accordance with the laws of the Republic of South Africa and the Seller hereby submits for the purpose of any proceedings to the jurisdiction of the courts of the Republic of South Africa with competent jurisdiction.

Nothing in these Conditions shall prejudice any condition or warranty (expressed or implied) or any other right or remedy to which the AGSA is entitled in relation to the Goods by virtue of statute, common law or otherwise.