**THE SUPPLY AND DELIVERY OF OFFICE STATIONERY ON AN AND WHEN REQUIRED BASIS OVER A PERIOD OF 36 MONTHS**

between

**PIKITUP JOHANNESBURG (SOC) LIMITED**

**("the Customer")**

**and**

**----------------------------------------------------------------------**

**("the Supplier")**

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## SECTION 1
## MASTER SUPPLY AGREEMENT

between:

**PIKITUP JOHANNESBURG (SOC) LIMITED** a wholly owned municipal entity of the City of Johannesburg incorporated under the Companies Act (71 0f 2008), read with the Municipal Systems Act (32 of 2000), with registration number 2000/029899/07 ("**the Customer**"); and **…………….……………..…………….** a company registered in accordance with the laws of South Africa with registration number **………………………..…………….** ("**the Supplier**").

**Preamble:**

A. For the purposes of this Contract, the Customer requires the supply and delivery of office stationery from the Supplier in order to fulfil its business operations.

B. The Supplier supplies and delivers the type of Goods required by the Customer in relation to this contract.

C. The Customer wishes to appoint the Supplier to supply and deliver the Goods in accordance with the terms of this Contract.

## 1. DEFINITIONS

In this Contract, unless inconsistent with the context, words and expressions shall have the meaning assigned to them in the Conditions of Contract hereinafter referred to.

1.1.1 **"Business Day"** means a calendar day, other than a Saturday, Sunday, or public holiday in South Africa.

1.1.2 **"Commencement Date"** means the date specified as such in the Contract Details.

1.1.3 **"Conditions of Contract" or "Conditions"** means these Conditions of Contract.

1.1.4 **"Contract"** means the Master Supply Agreement; the Contract Details; these Conditions of Contract; the Annexures and bid documents.

1.1.5 **"Corrupt Act"** means any offence in respect of corruption or corrupt activities contemplated in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004.

1.1.6 **"Collusive Practice"** means any agreement (which includes without limitation a contract, arrangement or understanding, whether or not legally enforceable) or concerted practice (being co-operative, or coordinated conduct between firms, achieved through direct or indirect contact, that replaces their independent action, but which does not amount to an agreement) between two or more persons (other than between the Supplier and its Affiliates), regardless of any technological, efficiency or other pro-competitive gains, involving any of the following:

- the direct or indirect fixing of a purchase or selling price or any other trading condition;
- the division of markets by allocating customers, suppliers, territories, or specific types of goods or services; or
- collusive tendering.

1.1.7 **“Delivery Place”** means the location for the delivery of the Goods specified in the Purchase Order.

1.1.8 **“Goods”** means all office stationery as specified in Annexure 2B to be purchased by the Customer from the Supplier.

1.1.9 **“Insolvency Event”** means, in relation to either Party, the occurrence of any of the following events or circumstances:

- an order or declaration is made or a resolution is passed for the administration, custodianship, curatorship, bankruptcy, liquidation, winding-up, any form of compromise, business rescue or dissolution, (and whether provisional or final) of it or its estate;

- a Party is unable (or admits inability) to pay its debts generally as they fall due or is (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness;

- any receiver, administrative receiver, any form of administrator, compulsory manager, curator, trustee in bankruptcy, liquidator, business rescue practitioner or the like (whether provisional or final) is appointed in respect of it or any material part of a Party’s assets or it requests any such appointment; or

- an order is made placing a Party under supervision for business rescue proceedings as contemplated in section 131(1) of the Companies Act No. 71 of 2008.

1.1.10 **“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.1.11 **“Normal Business Hours”** means 8h00 to 16h30 on a Business Day.

1.1.12 **“Parties”** means the Customer and the Supplier and “**Party”** shall mean either of them as the context requires.

1.1.13 **“Purchase Order”** means the Customer's written instruction to the Supplier to supply the Goods, incorporating these Conditions of Contract.

1.1.14 **“Purchase Order Commencement Date”** means the date specified in the Purchase Order and from which date the Time for Delivery begins to run.

1.1.15 **“Purchase Order Value”** means in respect of each Purchase Order the price for the supply of the Goods.

1.1.16 **“Supplier”** means the person, firm or company specified as such in the Contract Details.

1.1.17 **“Termination Date”** means the date specified in the Contract Details on which this Contract automatically terminates.

1.1.18 “**Time for Delivery**” means, the time for delivery of the Goods stated in the Purchase Order but (where applicable) as adjusted in accordance with this Agreement from time to time.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to writing or written includes faxes and email.

1.9 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.10 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this interpretation clause, effect shall be given to it as if it were a substantive provision of this Contract.

1.11 Any word and expression defined in any clause shall, unless the application of the word or expression is specifically limited to the clause in question, bear the meaning ascribed to the word or expression throughout this Contract.

1.12 Unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day.

1.13 In the event that the day for payment of any amount due in terms of this Contract should fall on a day which is not a Business Day, the relevant day for payment shall be the next Business Day.

1.14 The use of any expression in this Contract covering a process available under South African law (for example liquidation) shall, if any of the Parties to this Contract is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.

1.15 No rule of construction shall be applied to the disadvantage of a Party to this Contract because that Party was responsible for or participated in the preparation of this Contract or any part of it.

**Now therefore the Customer and the Supplier agree as follows:**

## 2. UNDERTAKING

2.1 The Supplier in consideration of payments to be made by the Customer under the Contract, agrees to supply and deliver the Goods to the Customer as required (in terms of Annexure 2B in the bid documents), remedy defects in respect of the Goods in accordance with the terms of the Contract, and

2.2 The Customer in consideration for the supply and delivery of the Goods, the remedying of the defects and the provision of Goods in accordance with the Contract, agrees to make payment of Purchase Order Values in terms of the Contract.

## 3. TERM

3.1 Subject to clause 3.2 below, this Contract shall commence on the Commencement Date and shall endure for a period of 3 **(three) years ("the Term"**) until the Termination Date after which it shall terminate automatically.

3.2 Notwithstanding the provisions of clause 3.1 above, this Agreement may be terminated at any time during the Term or any period extended by either the Customer in accordance with the provisions of clause 17 of the Conditions of Contract.

## 4. AGREEMENT AND PURCHASE ORDERS

4.1 The terms and conditions of this Agreement, bid documents together with the Conditions of Contract shall apply to all Goods ordered by the Customer from the Supplier, unless and save to the extent expressly agreed otherwise in writing from time to time.

4.2 Orders for Goods shall be placed by way of the Customer issuing a Purchase Order which shall include the:

4.2.1 Purchase Order Commencement Date;

4.2.2 Quantity of Goods required;

4.2.3 Delivery Place for all the Goods;

4.2.4 Time for Delivery of all the Goods; and

4.2.5 Purchase Order Value for the Goods.

4.3 The Purchase Order constitutes an offer by the Customer to purchase the Goods subject to the Conditions of Contract. Accordingly, any acceptance of the Purchase Order by the Supplier shall establish a contract for the sale and purchase of those Goods on these Conditions of Contract. Any counter-offer made by the Supplier to supply the Goods on other conditions shall only be validly accepted if such acceptance is in writing and signed by a duly authorised representative of the Customer.

4.4 The execution and return of a signed copy of the Purchase Order form by the Supplier, or the Supplier's execution, commencement of work or commencement of delivery pursuant to the Purchase Order constitutes acceptance of the Purchase

Order on the Conditions of Contract by the Supplier.

## 5. CONTRACT DOCUMENTS

5.1 The following documents shall form part of the Contract and are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

5.1.1 Master Supply Agreement (Section 1)

5.1.2 Contract details (Section 2);

5.1.3 Schedules (Section 3); and

5.1.4 Bid documents

5.2 This Contract shall prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation, acceptance, correspondence or elsewhere or implied by law, trade custom, practice or course of dealing.

5.3 No addition to, variation of, exclusion or attempted exclusion of the Purchase Order or the Contract shall be binding on the Customer unless in writing and signed by a duly authorised representative of the Customer.

5.4 Where the Purchase Order is for more than one item, it shall be regarded as a single Contract for all Goods supplied pursuant to that Purchase Order.

# SECTION 2
# CONTRACT DETAILS

| | |
|---|---|
| **Supplier:** | |
| **Supplier's physical address:** | |

| | |
|---|---|
| **Supplier's representative:** | Name:<br>Title:<br>Postal Address: |
| **Supplier's VAT number:** | |
| **Customer:** | **PIKITUP JOHANNESBURG (SOC) LIMITED** (Registration Number 2000/029899/07) |
| **Customer's address:** | 66 JORISSEN STREET, JORISSEN PLACE BRAAMFONTEIN 2017 |
| **Customer's representative:** | Name: Shirley Sebulele<br>Title: Manager<br>Email:shirleysebulele@pikitup.co.za<br>Postal Address: PRIVATE BAG X 74 BRAAMFONTEIN 2017 |
| **Commencement Date:** | Shall be the date of signature of this Agreement by the party signing it last in time |
| **Delivery Place:** | Shall be specified in each Purchase Order |
| **Description of Goods:** | As specified in the bid documents |
| **Price:** | The price for Goods set out in the attached Annexure 2C |
| **Termination Date:** | 36 months after the Commencement Date |
| **Schedules :** | Schedule 1 : List of Goods required by the Customer as set out in attached Annexure 2B<br>Schedule 2: Price schedule as set out in Annexure 2C |
| **Delivery Time:** | As stipulated in the tender document |

## 6. SUPPLIER'S WARRANTY

6.1 The Supplier warrants to the Customer that:

6.1.1 the Goods will conform with the quality, description and other particulars of the Goods stated in the bid documents;

6.1.2 the Goods will conform with all descriptions and specifications provided to the Customer in response to the bid documents;

6.1.3 the Goods will conform with all quality standards referred to on any part of the Goods and in any product packaging and/or documentation in, with or in relation to which the Goods is supplied;

6.1.4 the Goods will be of satisfactory quality and fit for any intended use expressly or impliedly made known to the Supplier, and will be free from all defects in materials, workmanship for a period of 6 months from the date of delivery;

6.1.5 the Goods will comply with all performance and other specifications stated in the bid documents, and all applicable legislation for the time being in force;

6.2 The provisions in this clause 6 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial Goods provided by the Supplier.

## 7. QUANTITIES

Unless the Customer has agreed otherwise in writing, the Supplier shall deliver the exact quantities of the stationery specified in the Purchase Order. Without affecting its other rights and remedies, the Customer reserves the right to reject incomplete deliveries and to return excess quantities at the Supplier's risk and expense.

## 8. DELAYS IN THE SUPPLIER'S PERFORMANCE

8.1 Delivery of the Goods shall be made by the Supplier in accordance with the time stated in the Purchase Order.

8.2 If at any time during the performance of Contract or the delivery of Goods the Supplier encounters conditions impeding timely delivery of Goods, the Supplier shall within 24 hours notify the Customer in writing of the fact of the delay, its likely duration and its cause.

8.3 Except where the Supplier has complied with clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for the imposition of penalties under clause 12.

## 9. SUPPLY, DELIVERY AND ACCEPTANCE OF GOODS

9.1 The Supplier shall deliver the Goods in the Time for Delivery specified in the Purchase Order. Time is of the essence as to the delivery of the Goods under the Contract and if the Supplier does not comply with its obligations in terms of this Clause 9.1, the Customer may:

9.1.1 Cancel the Contract in whole or in part without incurring any liability to the Supplier;

9.1.2 Refuse to accept any subsequent delivery of items comprised in the Goods which the Supplier attempts to make;

9.1.3 Purchase substitute items elsewhere; and

9.1.4 Holds the Supplier accountable for any loss and additional costs incurred by the Customer.

9.2 The Goods shall be properly packed and secured in such a manner as to enable it to reach its destination in good condition. No charge shall be made for wrapping, packing, cartons, boxes, crating or containers unless specified in the Purchase Order, and the Customer shall not be responsible for returning any such materials.

9.3 The Goods shall be delivered by the Supplier carriage free to the Delivery Place specified in the Purchase Order, or as otherwise specified by the Customer by means of advice notes quoting the Customer's order number. The Goods shall be received at the Delivery Place, subject to the Customer's inspection and approval. Any Goods which the Customer rejects as not conforming to the specification in the bid documents or sample provided shall be returned at the Supplier's risk and expense.

9.4 Unless the Customer and the Supplier have, before or at the same time as the Purchase Order, agreed in writing (signed on behalf of the Customer) additional conditions regarding preparation of or environmental requirements at the site at which the Goods is to be installed, the Supplier acknowledges and agrees that the Goods are suitable to be used at the premises at which the Customer intends to use it and that there are no additional conditions regarding site preparation or environmental requirements.

9.5 Notwithstanding condition 9.3, the Customer shall not be deemed to have accepted the Goods until it has had 30 Business Days to inspect it after delivery. The Customer may also reject the Goods as though it had not been accepted for a period of 1 month after any latent defect in the Goods has become apparent.

## 10. RISK & PROPERTY

10.1 The Goods shall be at the risk of the Supplier until delivery to the Customer at the Delivery Place specified in the Purchase Order, or as otherwise specified by the Customer in accordance with condition 0. The Supplier shall off-load the Goods at its own risk as directed by the Customer.

10.2 Ownership of the Goods shall pass to the Customer on completion of delivery (including off-loading) in accordance with the Purchase Order, except that if the Goods are paid for before delivery ownership shall pass to the Customer once payment has been made. The passing of ownership in the Goods is without prejudice to any right of rejection to which the Customer may be entitled to under the Contract or otherwise.

## 11. REPLACEMENTS

All replacements provided by the Supplier to the Customer shall become part of the Goods and the property of the Customer. The Supplier will assign to the Customer, with full title guarantee and free from all third-Party rights on all replacements provided by the Supplier.

## 12. PENALTIES

12.1 Any delays in delivering and replacing of the stationery shall attract a penalty as follows:

12.1.1 In the event of delays in the delivery of the stationery in excess of 10 days of the date of purchase order, the Customer shall be entitled to impose 30% of the monthly invoice payable for the affected stationery in the month for which goods in question were delivered late as a penalty.

12.1.2 The penalty applicable to delays in replacing defective stationery will be calculated on the Invoice payable in respect of the affected stationery in the month in question as follows:

12.1.2.1 if the delay is between 16 and 24 hours from the replacement call logged - 5% penalty;

12.1.2.2 if the delay is between 24 and 26 hours from the replacement call logged - 10% penalty;

12.1.2.3 if the delay is between 26 and 36 hours from the replacement call logged - 20% penalty;

12.1.2.4 if the delay is in excess of 36 hours from the service call logged – the Customer will be entitled to proceed in terms of clause 17.2.1 of this Contract.

## 13. PRICES

13.1 Supply of Goods

13.2 Save as otherwise provided for in the Purchase Order, each Purchase Order Value shall:

13.2.1 be determined by application of the unit price of Goods applicable to the quantity ordered and other charges as set out in the agreed pricing schedule contained in Annexure 2C and is not subject to any revision, escalation or adjustment, including for currency fluctuations or inflation;

13.2.2 includes all other taxes, levies, duties (including import and customs duties) royalties, penalties, charges, fines, interest, withholding taxes and imposts, or similar charges, duties, penalties or levies imposed in connection with the Goods.

13.3 The Supplier shall be considered to have examined all matters, circumstances and contingencies in respect of or in connection with the supply of the Goods and remedying of defects and to have fully satisfied itself as to the correctness and sufficiency of the Purchase Order Value for the carrying out and completion of all its obligations under this Contract.

13.4 The Customer shall pay the Purchase Order Value for Goods, except that if the Supplier quotes or offers to a third Party lower prices or better terms for Goods of similar quality, quantity or description to the Goods (or the items comprised in it), the Customer shall be entitled to purchase the Goods (or the relevant items comprised in it) on the same terms and shall be entitled to a refund of the amount of the difference in respect of all such Goods supplied after whichever is the earlier of the first quotation or the first supply at the lower price or better terms (as the case may be). All prices contained in Annexure 2C are fixed and inclusive of delivery, packaging, packing, shipping, carriage, insurance and other charges and dues, and are not subject to adjustment save as specifically provided in these Conditions of Contract or the Purchase Order.

## 14. PAYMENT

14.1 Payment of invoices shall be made within 30 (thirty) Business days of receipt of a valid invoice from the Supplier.

14.2 The Supplier shall render a tax invoice per email in PDF format and per postal services in terms of the Value Added Tax Act 89 of 1991 and submit no later than the 5th day of each calendar month to the Customer when Services are rendered.

14.3 The invoice purported under clause 14.2 shall contain the date; disbursements incurred which shall be paid at cost, applicable amount payable under clause 14.2, VAT registration number, due date for payment, bank account details of the Supplier and any other details required in terms of the applicable legislation.

14.4 The Customer will make payment of the full amount of each relevant invoice within 30 (thirty) days of the date of receipt of each invoice into a bank account nominated in writing by the Supplier provided the Supplier has complied with its obligations in terms of this agreement.

14.5 Without prejudice to any other right or remedy, the Customer reserves the right to set off any amount at any time owing to it by the Supplier against any amount payable by it to the Supplier under the Contract.

## 15. INDEMNITY

15.1 The Supplier shall indemnify and hold the Customer harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by, the Customer as a result or in connection with:

15.1.1 any alleged or actual infringement, whether or not under South African law, of any third Party's Intellectual Property Rights or other rights arising out of the use, manufacture or supply of the Goods; or

15.1.2 defective workmanship, quality or materials in or in relation to the Goods; or

15.1.3 any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees or agents or by any customer or third Party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier howsoever arising.

## 16. CONFIDENTIALITY AND THE CUSTOMER'S PROPERTY

16.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Customer or its agents, and any other confidential information concerning the Customer's business or its products which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the Supplier's obligations to the Customer and shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind the Supplier.

16.2 All materials, Goods, tools, copyright, rights in designs and any other Intellectual Property Rights in all drawings, specifications and data supplied by the Customer to the Supplier shall at all times be and remain the exclusive property of the Customer, and shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer, and shall not be disposed or used other than in accordance with the Customer's written instructions or authorisation. The Supplier shall return all copies of any such material to the Customer immediately on the Customer's first written request.

16.3 This condition 16 shall survive the termination of the Contract, however arising.

## 17. TERMINATION

17.1 The Customer may cancel the Contract (for all or part only of the Goods) by giving written notice to the Supplier at any time before delivery.

17.2 Without prejudice to any other rights or remedies to which the Customer may be entitled, the Customer may terminate the Contract without liability to the Supplier if:

17.2.1 the ability of the Customer to accept delivery of the Goods is delayed, hindered or prevented by circumstances beyond its reasonable control; or

17.2.2 the Supplier commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 Business Days after being notified in writing to do so;

17.2.3 the Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

17.2.4 if any Insolvency Event occurs in relation to the other Party:

17.2.4.1 the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

17.2.4.2 there is a change of control of the other Party.

17.3 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect.

17.4 Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

## 18. COMPLIANCE WITH POPI ACT, No. 4 OF 2013

18.1 The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, No. 4 of 2013 (POPI Act), which in essence comprises of both Parties allowing the other Party access to records on the condition that the identifiable person (or his or her guardian or curator) to whom the records relates has furnished prior written consent for the disclosure of the records.

18.2 Each Party understands and acknowledges that the restrictions and obligations accepted by that other Party pursuant to this Agreement are reasonable and necessary in order to protect the interests of the other Party, its employees and claimants and that party's failure to comply with this Agreement in any respect could cause irreparable harm to the other Party, its employees and claimants for which there may be no adequate legal remedy.

18.3 Each Party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the Parties, that each Party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of this Agreement, and may prevent the other Party, any of its agents or subcontractors, or any third party who has received records from that Party from violating this Agreement by any legal means available. Each Party further understands that violation of this Agreement may subject that Party to applicable legal penalties, including those provided under POPI Act and termination of any agreements entered into between the Parties.

18.4 Within thirty (30) days after the termination of this Agreement, for whatever reason, the receiving Party of either party`s personal information shall return same or at the discretion of the disclosing Party of such personal information, destroy such personal information, and shall not retain copies, samples or excepts thereof.

18.5. In cases where the disclosing Party has elected for the personal information to be destroyed, as provided for in clause 18.4 above, the receiving Party shall, within ten (10) days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of personal information.

## 19 DISPUTE RESOLUTION

19.1 For the purpose hereof, "dispute" means any dispute or difference between the

Parties in connection with or arising from this Contract in the widest sense, including, without limitation, any dispute or difference in connection with, or in respect of, the conclusion or existence of this Contract, the carrying into effect of this Contract, the interpretation or application of the provisions of this Contract, the Parties' respective rights and/or obligations in terms of and/or arising out of this Contract and/or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Contract.

19.2 Amicable Resolution

19.2.1 The Parties shall in good faith, make every reasonable effort to resolve amicably by direct informal negotiation any disagreement or dispute in the following manner:

19.2.1.1 the aggrieved Party must in writing set out the details of the alleged dispute. Within 5 (five) Business Days of receiving the aggrieved Party's grievance, the other Party must respond setting out its position in writing to the aggrieved Party;

19.2.1.2 within 5 (five) Business Days of receiving the response, the aggrieved Party must convene a meeting of the Managing Director for Pikitup and an authorised representative of the Supplier, at either of their respective offices, and shall attempt to resolve the dispute within a period of 5 (five) Business Days of the first meeting;

19.2.1.3 should the Parties be unable to settle the dispute the aggrieved Party shall give the other Party 7 (seven) Business Days written notice that it intends to refer the dispute to arbitration.

19. 3 Formal Proceedings:

19.3.1 The Parties agree that a written referral to arbitration by either Party shall be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act (68 of 1969).

19.3.2 The arbitrator shall be, if the matter in dispute is principally:

19.3.3 a legal matter, a practicing Advocate admitted to the bar of at least 10 years standing;

19.3.4 an accounting matter, a practicing Chartered Accountant of at least 10 years standing;

19.3.5 any other matter, an independent subject matter expert, agreed upon between the Parties.

19.4 The arbitrator shall have:

19.4.1 the powers conferred upon an arbitrator under the Arbitration Act, 1965 ("Arbitration Act"), as amended, or re-enacted in some other form from time to time, but shall not be obliged to follow the procedures described in the Arbitration Act and shall be entitled to decide on such procedures as he may consider desirable for the speedy determination of the dispute, and in particular he shall have the sole and absolute discretion to determine whether and to what extent it shall be necessary to file pleadings, make discovery of documents or hear oral evidence;

19.4.2 the power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued;

19.4.3 be obliged to give an award in writing fully supported by reasons and shall have the power to give default judgment if any Party fails to make submissions on the due date and/or fails to appear at the arbitration.

19.5. The arbitration shall:

19.5.1 be conducted in accordance with, save as set out herein, the latest edition of the Rules of the Arbitration Foundation of Southern Africa;

19.5.2 be held in Johannesburg with only the Parties and their representatives present at such place as the Parties may agree on;

19.5.3 where possible, be concluded in 28 (twenty-eight) Business days from the date of referral to arbitration and the Parties shall use their reasonable endeavours to procure the expeditious completion of the arbitration; and

19.5.4 the evidence, representations, transcript and information generally made available during the course thereof and/or arbitrator's award constitute confidential information and shall be treated as such;

19.5.5 shall be conducted in English.

19.6 The decision of the arbitrator shall be final and binding on the Parties and any Party shall be entitled to apply to a competent court to have the award made an order of court:

19.6.1 The costs of the arbitrator and the incidental costs of the arbitration shall be borne equally by the Parties to the dispute subject thereto that the arbitrator shall be competent to make an order as to the costs or parts thereof, as appropriate.

19.6.2 Nothing in this clause 19 shall preclude either Party from obtaining urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

## 20. FORCE MAJEURE

The Customer may defer the Time for Delivery or payment, or cancel the Contractor reduce the amount of Goods ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Customer or any other Party), failure of a utility service or transport or telecommunication network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## 21. WARRANTY & UNDERTAKING IN RESPECT OF CORRUPT ACTS & COLLUSIVE PRACTICES

21.1 Anti-Corruption Warranty and Undertaking:

21.1.1 The Supplier warrants that, in entering into this Contract it has not committed any Corrupt Act and undertakes in the performance of this Agreement not to commit any Corrupt Acts.

21.1.2 The Supplier shall notify the Customer of the occurrence (and details) of any Corrupt Act promptly on the Supplier becoming aware of its occurrence.

21.2 Anti-Collusion Warranty

21.3 The Supplier warrants that neither it nor any of its affiliates have engaged in any Collusive Practices in connection with the matters contemplated in this Contract.

## 22. VARIATION

No variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## 23. WAIVER

23.1 No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**24. RIGHTS & REMEDIES**

Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

**25. SEVERANCE**

25.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

25.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**26. ASSIGNMENT**

26.1 The Supplier shall not, without the prior written consent of the Customer, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

26.2 The Customer may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

## 27. THIRD PARTY RIGHTS

No one other than a Party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

## 28. NOTICES

28.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Contract, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

Customer: Pikitup Johannesburg (SOC) Limited
Physical: 66 Jorissen Street Braamfontein 2017
E-mail:
Attention:

Supplier:
Address:
E-mail:
Attention:

28.2 Any notice or communication required or permitted to be given in terms of this Contract shall be valid and effective only if in writing but it shall be competent to give notice by email.

28.3 Any Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address the relevant jurisdiction or its email address, provided that the change shall become effective *vis-à-vis* that addressee on the $10^{th}$ (tenth) Business Day from the receipt of the notice by the addressee.

28.4 Any notice to a Party:

28.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium* to which post is delivered shall be deemed to have been received on the 10th (tenth) Business Day after posting (unless the contrary is proved); or

28.4.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery.

28.5 Notwithstanding anything to the contrary herein contained a written notice or communication (including by email) actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

## 29. GOVERNING LAW

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of South Africa.

SIGNED at ________________________ on __________________________ 2022

For: **PIKITUP JOHANNESBURG (SOC) LIMITED**

_____________________________

Signatory:
Name:
Capacity:

SIGNED at ________________________ on __________________________ 2022

For: **SUPPLIER**

______________________________

Signatory:

Name:

Capacity:

| ANNEXURE A | | | | |
|---|---|---|---|---|
| **#** | **Material Description** | **Unit Of Measure** | **Estimated Quantities for 3 Years** | **Brand Name Offered** |
| **1** | A4 HARD COVER BOOK 3 QUIRE | EA | 1080 | |
| **2** | A5 HARD COVER (192 PAGES FEINT & MARGIN) | EA | 900 | |
| **3** | ADHESIVE PRESTIK 100G BOSTIK OR EQUIVALENT | EA | 321 | |
| **4** | BOARD CLIP A4 MASONITE | EA | 150 | |
| **5** | BOOK DELIVERY JD416 | EA | 105 | |
| **6** | CALCULATOR 12 DIGIT BIG TREFOIL 4613 | EA | 192 | |
| **7** | CLEAR SHEET (100 IN A PACK) | PAC | 30 | |
| **8** | CLIP FOLD BACK 19MM (Box of 12) (CROXLEY OR EQUIVALENT) | BOX | 372 | |
| **9** | CLIP FOLD BACK 25MM (Box of 12) (CROXLEY OR EQUIVALENT) | BOX | 372 | |
| **10** | CLIP FOLD BACK 32MM (Box of 12) (CROXLEY OR EQUIVALENT) | BOX | 372 | |
| **11** | CLIP FOLDBACK 41MM (Box of 12) (CROXLEY OR EQUIVALENT) | BOX | 372 | |
| **12** | FOLD BACK CLIPS 51mm (Box of 12) (CROXLEY OR EQUIVALENT) | BOX | 372 | |
| **13** | CONTAINER BLACK EQUIVALENT TO TIDY FILE | EA | 150 | |
| **14** | CORRECTION FLUID PEN (TIPP-EX) | EA | 192 | |
| **15** | DESK CUBES HOLDER, PLASTIC | EA | 90 | |
| **16** | DESK ORGANISER, STATIONERY HOLDER | EA | 400 | |
| **17** | DRAWING PINS, 100 PINS PER BOX | BOX | 30 | |
| **18** | DUPLICATE BOOKS A5 | EA | 120 | |
| **19** | ENVELOPE C4 NO WINDOW | EA | 30 000 | |
| **20** | ERASERS PENCIL 63MMx23MMx12.5MM STEADLER OR EQUIVALENT | EA | 210 | |
| **21** | ERASERS/RUBBER STEADLER OR EQUIVALENT | EA | 1 000 | |

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|---|---|---|---|---|
| **22** | EXAM PADS PUNCHED AND PERFORATED | EA | 5 400 | |
| **23** | FILE DIVIDER -INDEX PVC (JAN-DEC) | EA | 360 | |
| **24** | FILE DIVIDER -INDEX PVC (A to Z) | EA | 360 | |
| **25** | FILE DIVIDER -INDEX PVC (31 TAB) | EA | 360 | |
| **26** | FILE DIVIDER – BOARD PLAIN | EA | 360 | |
| **27** | FILE LEVER ARCH A4 PVC-70 BLUE | EA | 8 000 | |
| **28** | FILE LEVER ARCH A4 | EA | 8 000 | |
| **29** | FILES FLIP 20-POCKETS (A4) | EA | 300 | |
| **30** | FINGERETTE SIZE 1 | EA | 300 | |
| **31** | FOLDER CLEAR CORRESPONDENCE A4 | EA | 300 | |
| **32** | FOLDER CLEAR FRONT (PVC) | EA | 300 | |
| **33** | GLUE STICK 20G (PRITT OR EQUIVALENT) | EA | 960 | |
| **34** | HIGHLIGHTERS, MIXED COLOURS | EA | 1800 | |
| **35** | MEMO CUBE REFILLS, 10CM X 10CM | EA | 300 | |
| **36** | MONTHLY TIME BOOK JD 132 | EA | 1200 | |
| **37** | MOUSE PADS STANDARD SIZE | EA | 150 | |
| **38** | NOTE BOOK SPIRAL A5 (EQUIVALENT TO WIRO) | EA | 400 | |
| **39** | MEDIUM WEIGHT OPTIFILE FOLDER A4 ( TO HOLD 50 SHEETS) | EA | 36 000 | |
| **40** | PAPER A3 WHITE (500 PAGES PER REAM) Typek or Equivalent | Ream | 1000 | |
| **41** | PAPER BOND WHITE PHOTO COPY 80G A4 Typek or Equivalent | Ream | 30 000 | |
| **42** | PAPER CLIPS 33mm(100/Box) | Box | 150 | |
| **43** | PAPER CLIPS 50mm(100/Box) | Box | 150 | |
| **44** | PAPER GREEN 80GRM A4 (REAM)Typek or Equivalent | Ream | 150 | |
| **45** | PAPER PINK 80GRM A4 (REAM)Typek or Equivalent | Ream | 150 | |
| **46** | PAPER YELLOW 80GRM A4 (REAM)Typek or Equivalent | Ream | 150 | |
| **47** | PEN BALLPOINT CLICK MEDIUM RED | EA | 12 000 | |
| **48** | PEN BALLPOINT CLICK, MEDIUM BLACK | EA | 30 000 | |

| | | | | |
|---|---|---|---|---|
| **49** | PENCILS WOOD HB | EA | 1 200 | |
| **50** | PERMANENT MARKER MEDIUM, BLACK | EA | 500 | |
| **51** | PERFORATED STEEL LETTER TRAY 2 TIER | EA | 3 000 | |
| **52** | PLASTIC POCKETS | EA | 6 000 | |
| **53** | POST IT NOTE SIGN HERE | EA | 1 000 | |
| **54** | POSTIT NOTES ( Size: 76mm x 76mm x 100 SHEETS) | EA | 1 000 | |
| **55** | POSTIT NOTES,MULTI COLOURED PLASTIC POP-UP FLAGS IN A PLASTIC DISPENSER (Size: 10 to 15mm X 40 to 50mm) | EA | 6 000 | |
| **56** | PUNCH 2-HOLE H/DUTY BLACK (Min 65 SHEETS) | EA | 150 | |
| **57** | PUNCH 2-HOLE LIGHT DUTY BLACK (Min 15 SHEETS) | EA | 500 | |
| **58** | RUBBER BANDS (CROXLEY OR EQUIVALENT – 34) | PAC | 350 | |
| **59** | RULER PLASTIC 30cm | EA | 350 | |
| **60** | SCISSOR ORANGE HANDLE STEEL BLADES | EA | 500 | |
| **61** | SELLOTAPE 25MMX66M | ROL | 500 | |
| **62** | STAPLE REMOVER | EA | 1 000 | |
| **63** | FLAT STAPLE REMOVER | EA | 1 000 | |
| **64** | STAPLER FULL STRIP METAL26/6 STAPLES(Min 15 Pages) | EA | 1 500 | |
| **65** | STAPLER HEAVY DUTY BLACK (Min 180 TO 200 PAGES) | EA | 200 | |
| **66** | STAPLES STANDARD 26/6 X 5000 REXEL OR EQUIVALENT | BOX | 2 000 | |
| **67** | STAPLES HEAVY DUTY 23/13 X 1000 REXEL OR EQUIVALENT | BOX | 2 000 | |
| **68** | STICK MEMORY USB 16GB VERBATIM/TRANSCEND OR EQUIVALENT | EA | 2 000 | |
| **69** | SUSPENSION FILES | EA | 2 000 | |
| **70** | WHITE MARKER-BLACK (BOARDCHISEL POINT) X100WL | EA | 300 | |
| **71** | WHITE BOARD MARKER-COLOURS (BOARDCHISEL POINT) X100WL PACK OF 4 | PAC | 500 | |

**SCHEDULE 2:**

**PRICE OF GOODS: SHALL BE PAID AS PER THE ATTACHED PRICING SCHEDULE MARKED ANNEXURE "2C"**

**YOU ARE APPOINTED AT A UNIT PRICE WHICH YOU SUBMITTED IN THE TENDER DOCUMENT WHICH SHALL REMAIN FIXED AND FIRM FOR THE DURATION OF THE CONTRACT PERIOD AND NO ADDITIONAL COSTS WILL BE ACCEPTED.**