

# Supply-agreement

of the:

## Standard Terms & Conditions Supply of Goods & Services (Procurement)

*entered into between:*

**University of Johannesburg**

("UJ")

and

**[--Supplier--]**

("Supplier")



## 1. Introduction

- 1.1 UJ's Standard Terms & Conditions of Supply of Goods and Services (Procurement) ("**ST&Cs**") regulates the provision of goods and services to UJ.
- 1.2 The Parties are desirous to enter into a further Supply-agreement in addition to the ST&Cs in terms whereof the Supplier shall provide the specific Supply to UJ.

**NOW THEREFORE** the Parties agree as follows:

## 2. Interpretation

All defined terms and interpretation rules set out in the ST&Cs will apply *mutatus mutandis* to the Supply-agreement.

## 3. Incorporated documents and schedules

- 3.1 The following documents and schedules are included in this Supply-agreement, which are each specifically incorporated herein:
  - 3.1.1 **ST&Cs** (incorporated by reference) – insofar as the ST&Cs are not attached to this Supply-agreement, then a copy of the ST&Cs may be found at [--insert hyperlink--] or may be obtained from UJ's Senior Manager: Supply Chain Management who can be contacted at [--insert hyperlink--].
  - 3.1.2 **Schedule 1** – Information Schedule.
  - 3.1.3 **Schedule 2** – Special conditions of contract.
  - 3.1.4 **Schedule 3** – Rates.
  - 3.1.5 **Schedule 4** – Key performance measures.
  - 3.1.6 **Schedule 5** – Specifications, scope of works and responsibilities.
  - 3.1.7 **Schedule 6** – Amendments to the ST&Cs.
- 3.2 Save to the extent that the above documents and schedules may be inconsistent with any provisions of this Supply-agreement, the provisions of this Supply-agreement will apply as between the Supplier and UJ.

## 4. Supplier's details and representatives

The Supplier's details are specified in **Schedule 1**, as well as the Parties' respective representative.

## 5. Duration

- 5.1 Unless agreed otherwise in Writing in accordance with the requirements of the Agreement, this Supply-agreement will commence on the commencement date as specified in **Schedule 1** and will endure until the end date as specified in **Schedule 1** ("**Initial Period**").
- 5.2 UJ may renew the Supply-agreement for a further renewal period as set out in **Schedule 1**, provided that UJ gives the Supplier the renewal notice in the timeframe set out in **Schedule 1**.
- 5.3 In addition to UJ's rights in the ST&Cs, UJ shall have the right to terminate this Supply-agreement by giving the Supplier a notice of termination of no less than the time period stipulated in **Schedule 1**.

## 6. Supply

- 6.1 In addition to the duties in the ST&Cs, the Supplier shall provide the Supply to UJ as set out in **Schedule 4** and in accordance with **Schedule 5**.
- 6.2 The Parties agree that any special conditions to the agreement between the Parties are set out in **Schedule 2**, and the specific duties of the Parties, in addition to those set out in the ST&Cs, are recorded in **Schedule 5**.

## 7. Payment Date and Contract Price

- 7.1 The payment date is set out in **Schedule 1**.

7.2 Subject to the provisions of the ST&Cs, the Contract Price that UJ will pay to the Supplier for the Supply is set out in **Schedule 3**.

8. **Amendment to ST&Cs**

To give effect to clause 4.3 of the ST&Cs, no amendments to the ST&Cs shall be valid unless expressly provided for in an agreement duly executed by the Parties. All amendments to the ST&Cs are set out in **Schedule 6**.

9. **General provisions**

The Parties agree that no amendment to the Supply-agreement or the ST&Cs will be effected, except as contemplated in the ST&Cs.

**SIGNED** by the Parties and witnessed on the following dates and at the following places respectively, each signatory hereto warranting that he/she has the full power, authority and legal right to execute, deliver and perform the obligations imposed on it in terms of this agreement and will be duly authorised by all the necessary action of the Party concerned and its officers and officials and that any obligations arising from this agreement are valid and binding on the Party concerned.

PLACE	DATE	WITNESS	SIGNATURE
		1. _____ Signature of Witness  _____ Name of Witness	For: <b>UJ</b>  _____ Signature  _____ Name of Signatory  _____ Designation of Signatory
		2. _____ Signature of Witness  _____ Name of Witness	
		1. _____ Signature of Witness  _____ Name of Witness	For: <b>Supplier</b>  _____ Signature  _____ Name of Signatory  _____ Designation of Signatory
		2. _____ Signature of Witness  _____ Name of Witness	

## Schedule 1 - Information Schedule

<b>Supply Agreement Commencement Date</b>	[--▼--] <i>Insert the commencement date of the Supply-agreement</i>	
<b>Supply Agreement End Date</b>	[--▼--] <i>Insert the date when the Supply-agreement will end. Kindly note that this is applicable in instances where the Supply-agreement is for a fixed period of time or a minimum period of time.</i>	
<b>Duration</b>	[--▼--] <i>Insert the duration of the Supply-agreement.</i>	
<b>Notice of Termination</b>	[--▼--] <i>Insert the specific time period required for the notification to the Supplier by UJ to terminate for example 1 (one) Month / 6 (six) Months</i>	
<b>Renewal Period</b>	[--▼--] <i>Insert period of time that the renewal will apply (e.g. 1(one) month, 12 (twelve) months) .</i>	
<b>Notice of Renewal</b>	[--▼--] <i>Insert the specific time period for the notification required to the Supplier by UJ to exercise its option to renew the Supply Agreement for example 1 (one) Month / 2 (two) Months / 3 (three) Months</i>	
<b>Supplier's Name:</b>	[--▼--] <i>Insert the full names and surname in the event that the Supplier is a person and if the Supplier is a registered legal entity, insert the company name and include whether same is a (Pty) Ltd, Ltd, CC or SOC.</i>	
<b>Supplier's Identification number / registration number:</b>	[--▼--] <i>Insert either the identification number in the event that the Supplier is a person or the registration number if the Supplier is a registered legal entity</i>	
<b>Supplier Representative : (Operational)</b>	<b>Contact Person:</b>	[--▼--]
	<b>Fax:</b>	[--▼--]
	<b>Telephone:</b>	[--▼--]
	<b>E-mail:</b>	[--▼--]
<b>UJ Representative</b>	<b>Contact Person:</b>	[--▼--]
	<b>Fax:</b>	[--▼--]
	<b>Telephone:</b>	[--▼--]
	<b>E-mail:</b>	[--▼--]
<b>Payment Date</b>	[--▼--] <i>If the payment date is to be anything other than 60 days from receipt of the Invoice same should be included here.</i>	

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## Schedule 2 – Special Conditions of Contract

~~These Special Conditions of Contract contained hereafter shall be read and applied in conjunction with this Supply-agreement and all terms and expressions used in them shall have the same meaning assigned to them in the Supply-agreement and ST&Cs:~~

~~[--▼--]~~

*Drafting note: incorporate all special conditions into this schedule. If there are no special conditions, then this must be indicated.*

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## Schedule 3 – Contract Price

—The specific rates which applies to the Supply-agreement is set out in this schedule, including any costs or fees that may be applicable to the Supply:—

[--▼--]

*Drafting note: incorporate all particulars of the costs, expenses, rates and fees that would be required. Special attention should be given to VAT and taxes in the rates. Note that unless there is a specific reference made to payment, this would be regulated in terms of the ST&Cs..*

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## Schedule 4 – Key Performance Indicators

The following shall be included as the Key Performance Measures when reviewing the Supplier's performances:

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1. Item fill rate or the percentage of Goods received versus items ordered.
2. Quality metric such as the percentage of Goods damaged or that fail incoming Inspection.
3. On-time delivery, (percentage of orders received within the target order lead time).
4. Billing or invoicing accuracy (percentage of invoices with a billing/invoicing discrepancy).
5. Purchase price variances (billing/invoicing compliance with contracted prices).

**[--▼--]**

*Drafting note: incorporate all particulars of the KPIs in this schedule. Remember to be as specific as possible when incorporating these terms , aligned with UJ requirements.*

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## Schedule 5 – Specifications, Scope of Work & Responsibilities

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### 5.1 Specifications

[-- ▼ --]

*Drafting note, include the specifications of the services / goods that the Supplier will provide UJ. Be as specific as possible in describing the specifications. This will have to be secured from the internal client to assess what their business requirements are.*

### 5.2 Scope of Work

[-- ▼ --]

*Drafting note, include what is in-scope and what is out-of-scope of the services / goods that the Supplier will provide to UJ.. This will have to be secured from the internal client to assess what their business requirements are.*

### 5.3 Supplier specific duties and responsibilities

[-- ▼ --]

*Drafting note, include any additional duties / responsibilities of the Supplier. Remember to be as specific as possible as this will form the basis of any dispute.*

### 5.4 UJ specific duties and responsibilities

[-- ▼ --]

*Drafting note, include any additional duties / responsibilities of UJ that may be applicable. If there are none – then this should be specified.*

### 5.5 Specifications

[-- ▼ --]

*Drafting note, include the specifications of the services / goods that the Supplier will provide UJ. Be as specific as possible in describing the specifications. This will have to be secured from the internal client to assess what their business requirements are.*



## Schedule 6 – Amendments to the ST&Cs

The amendment must indicate the clause number in the ST&Cs that is being amended, the description of the type of amendment (e.g. a deletion, amendment or new inclusion), and provide the new or updated clause in the table below. The amendments listed in the below table will only become effective upon this Supply-agreement being fully executed.

ST&Cs Clause No.	Description of the amendments to ST&Cs (e.g. deletion, inclusion etc.).	New, updated or amended clause that is to be incorporated in the ST&Cs.
<b>[▼]</b> <i>Include the clause number from the ST&amp;Cs that is to be amended.</i>	<b>[--▼--]</b> <i>Provide a description of what is to be amended in the ST&amp;Cs clause e.g. describe what needs to be deleted, amended or included in the clause.</i>	<b>[--▼--]</b> <i>Include the updated clause (incorporating the deletion, amendment or inclusion) that will replace the clause in the ST&amp;Cs.</i>

Drafting note: deal with each amendment to the ST&Cs in a separate row, in the above table.