

Metro Fibre Networx (Pty) Ltd

New Vendor Application_Rev1.1

Company Information

Trading Name:

Registered Company Name:

Company Physical Address:

Company Postal Address:

Business Telephone Number:

Business Fax Number:

Web Site:

VAT Number:

BEE URN (Unique Reference Number):

Bank details	
Bank:	
Branch name:	
Branch code:	
Account No:	

Correspondence	
Accounts Person:	
Telephone No:	
Fax No:	
e-Mail Address:	
Project Manager / Sales Person:	
Telephone No:	
Fax No:	
e-Mail Address:	

Requested by	
Name & Surname:	
Signature:	
Date:	

Documents required from the Vendor
Metro Fibre General Terms and Conditions (please sign all pages)
BEE Certificate
Proof of Banking Details
Company Letterhead
Signed 37.2 Agreement
Valid Letter Of Good Standing [_____] Please insert Workmens Compensation number here.
Public Liability Insurance [Please insert Policy Number here] [_____ Value _____]
Contractors All Risk Insurance [Please insert Policy Number here] [_____ Value _____]

Comments

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

In these general conditions of purchase the following words shall have the meaning shown, unless the context clearly indicates otherwise:

- 1.1 "SUPPLIER" – shall mean _____ (name of Supplier) being the organization or person with whom an order is placed and who undertakes the performance of the order;
- 1.2 "GOODS" shall mean any work, equipment, machinery, tools, materials or anything of whatever nature to be provided to or supplied to Metro Fibre Networkx (Pty) Ltd or its delegates by the SUPPLIER in terms of this order;
- 1.3 Metro Fibre Networkx (Pty) Ltd – shall mean Metro Fibre Networkx (Pty) Ltd, registration number: 2007/024366/07, Vat number: 4540241066, Old Pretoria Road, Corporate Park North, 82 Roan Crescent, Midrand, 1682, P O Box 50112, Randjesfontein, 1683, Tel: 087 310 6369, Fax: 087 310 3889

2. HEADINGS

Headings in these general terms and conditions are for the sake of convenience only and do not affect the interpretation.

3. ORDER CONTAINS ALL GENERAL TERMS AND CONDITIONS OF PURCHASE

The general terms and conditions of this order and the quotation on which this order is based together with all other documents, drawings and information, in whatever form, attached to it, shall form the only conditions between Metro Fibre Networkx (Pty) Ltd and the SUPPLIER. In the event of a conflict between the conditions of this order and the quotation and/or any other documents attached to it, the general terms and conditions of this order shall prevail unless it is specifically stated otherwise and agreed to by both parties.

4. AMENDMENT OF THE ORDER

Any changes and amendments to this order shall only be in force and effect if accepted by Metro Fibre Networkx (Pty) Ltd in writing.

5. ACCEPTANCE OF THE ORDER

Dispatch of the Goods against this order and no written comments having been received by Metro Fibre Networkx (Pty) Ltd from the SUPPLIER on any element of this order within a period of (10) ten days from the date of receipt of this order shall be deemed to constitute acceptance by the SUPPLIER of the terms and conditions contained in this order.

6. CONFIDENTIALITY

The SUPPLIER undertakes to treat the contents of this order as strictly confidential and shall not disclose to any third party in any manner whatsoever any detail contained in this order or the existence or execution of this order, for any purpose, without the prior written consent of Metro Fibre Networkx (Pty) Ltd.

7. PRICES

7.1 FIXED PRICES

Unless otherwise stipulated herein, prices stated in the order shall be fixed (not subject to change) and shall include the delivery to Metro Fibre Networkx (Pty) Ltd's nominated premises unless otherwise specified in the order. If prices are subject to escalation, the changes therein shall be calculated on the basis set out in this order, or based on the SUPPLIERS' quotation once accepted in writing by Metro Fibre (Pty) Ltd. Should the basis not have been agreed upon prior to the issue of this order, documentary proof of all changes shall be furnished by the SUPPLIER to Metro Fibre Networkx (Pty) Ltd and the prices shall then be applicable only on acceptance by Metro Fibre Networkx (Pty) Ltd. If the changed prices are unacceptable to Metro Fibre Networkx (Pty) Ltd, it shall be entitled to cancel this order with immediate effect and without prejudice.

7.2 PRICE TO BE ADVISED

Should the order be issued on a 'Price to be advised', 'Estimated price', 'Price subject to adjustment' or any other similar basis, it is a condition of this order that Metro Fibre Networkx (Pty) Ltd shall be advised in detail of the proposed prices prior to the SUPPLIER submitting an invoice. Metro Fibre Networkx (Pty) Ltd may demand, before payments are made, that the price calculation be substantiated by the documentary evidence. If the prices are unacceptable to Metro Fibre Networkx (Pty) Ltd, it shall be entitled to cancel this order with immediate effect and without prejudice.

7.3 WEIGHT

Goods sold by weight are purchased by net weight only. The SUPPLIER shall state the gross and net weights of the Goods on all waybills, delivery notes and invoices.

- 7.4 All prices quoted by the SUPPLIER are exclusive of VAT and any applicable taxes.

8. TERMS OF PAYMENT

- 8.1 Subject to the SUPPLIER performing all the terms and conditions of this order, and unless other arrangements have specifically been agreed to between the parties, Metro Fibre Networkx (Pty) Ltd shall pay the SUPPLIER for the Goods delivered to the address specified in this order, inspected and finally accepted by Metro Fibre Networkx (Pty) Ltd within 30 (thirty) days of the receipt by Metro Fibre Networkx (Pty) Ltd from the SUPPLIER of a statement supported by correct tax invoices. All Goods remain the property of the SUPPLIER until paid in full by Metro Fibre Networkx (Pty) Ltd.
- 8.2 PREFERRED PAYMENT TERMS; In support of South Africa's BBBEE endeavours, we offer preferential payment terms to support our suppliers who are verified Black Owned, Black Empowered and Black Engendered QSE and SMMs. These suppliers will qualify for preferential payment terms of less than or equal to 15 days from date of invoice..

<p>9. DELIVERY AND ACCEPTANCE OF GOODS</p> <p>9.1 Time is of the essence in this order and accordingly, Metro Fibre Networkx (Pty) Ltd reserves the right to cancel the order entirely or partially without consultation with the SUPPLIER in the event of the delivery of the Goods after the date specified in this order, irrespective of the period which may have elapsed thereafter. Metro Fibre Networkx (Pty) Ltd shall, at its sole discretion, be entitled to recover any loss or damages suffered as a result of such late delivery by the SUPPLIER, or the resultant cancellation of this order by Metro Fibre Networkx (Pty) Ltd.</p> <p>9.2 Acceptance of delivery shall not constitute acceptance of the Goods. Metro Fibre Networkx (Pty) Ltd reserves the right to first inspect the Goods. If Metro Fibre Networkx (Pty) Ltd has not rejected the Goods within 48 (forty eight) hours of delivery and informed the SUPPLIER thereof, the Goods are deemed to have been accepted in the condition as they were delivered.</p> <p>10. EXPEDITING</p> <p>Metro Fibre Networkx (Pty) Ltd reserves the right from time to time to expedite the delivery date originally specified in this order, provided that the date of the delivery shall not be advanced without the consent of the SUPPLIER.</p> <p>11. DELIVERY TIMES</p> <p>Goods shall only be received by Metro Fibre Networkx (Pty) Ltd at its nominated premises between 08:00 and 15:00, Mondays to Fridays. Any delivery of the Goods outside these specified times or at premises other than Metro Fibre Networkx (Pty) Ltd premises must be specifically arranged and agreed to by Metro Fibre Networkx (Pty) Ltd.</p> <p>12. RISKS</p> <p>The SUPPLIER shall be responsible for all losses of and damages to the Goods from whatever cause arising, until the Goods have been accepted by Metro Fibre Networkx (Pty) Ltd. All claims in respect of such loss or damage shall be made only by the SUPPLIER against any 3rd party and, for this purpose, Metro Fibre Networkx (Pty) Ltd shall, if necessary, grant the SUPPLIER cession of action. Rejected Goods shall be held by Metro Fibre Networkx (Pty) Ltd for collection by the SUPPLIER at the SUPPLIERS' sole risk and cost.</p> <p>13. DOCUMENTATION AND MARKING</p> <p>13.1 Every container and package delivered shall be:</p> <ol style="list-style-type: none"> 1. Clearly marked with Metro Fibre Networkx (Pty) Ltd order number and the SUPPLIERS name; 2. Accompanied by a waybill which shall reflect the SUPPLIERS name, Metro Fibre Networkx (Pty) Ltd's order number, and an accurate description of the Goods delivered. <p>13.2 In the event of the container being returnable, this shall be specifically stated by the SUPPLIER on waybills and delivery notes. All such containers shall be returned to or collected by the SUPPLIER at the SUPPLIERS' sole expense.</p> <p>14. INVOICING</p> <p>The tax invoices in duplicate reflecting Metro Fibre Networkx (Pty) Ltd's order number and VAT number, shall be submitted to Metro Fibre Networkx (Pty) Ltd by the SUPPLIER within seven days of the date of delivery of the Goods. Invoices shall not be used as delivery notes or waybills.</p>	<p>15. INSPECTION</p> <p>15.1 All Goods shall be subject to inspection by Metro Fibre Networkx (Pty) Ltd. Goods shall be rejected if not in compliance with this order or any other specific arrangements (such as the SUPPLIERS' site during the manufacturing process, or on completion, or on receipt by Metro Fibre Networkx (Pty) Ltd, as the case may be).</p> <p>15.2 Any Goods necessary for inspection at the SUPPLIERS' works or premises shall be made available to Metro Fibre Networkx (Pty) Ltd for inspection by the SUPPLIER at the SUPPLIERS' own cost.</p> <p>16. INCOMPLETE DELIVERY</p> <p>Goods delivered to Metro Fibre Networkx (Pty) Ltd shall be in compliance with this order and shall only be accepted if they are to the complete satisfaction of Metro Fibre Networkx (Pty) Ltd. If the Goods do not comply with these requirements Metro Fibre Networkx (Pty) Ltd shall be entitled to:</p> <ol style="list-style-type: none"> 1. Call upon the SUPPLIER to make good any defects in workmanship and material within a specified period at the cost of the SUPPLIER; or 2. Refuse to take delivery, or, having taken delivery, to reject the Goods and to recover from the SUPPLIER all costs and damages sustained by Metro Fibre Networkx (Pty) Ltd arising from the SUPPLIERS' breach of the conditions; or 3. Refuse to take delivery, or, having taken delivery, to reject the Goods and to purchase the same or similar Goods of the specified quality on the open market in which case, the excess between the price then paid and the price agreed to in terms of this order shall be payable by the SUPPLIER as liquidated damages. <p>17. GUARANTEE</p> <p>The SUPPLIER guarantees the Goods delivered to be specified in this order and against all defects in workmanship and material for a period of not less than (12) twelve months from the date of delivery to Metro Fibre Networkx (Pty) Ltd. This guarantee shall be over and above any rights which Metro Fibre Networkx (Pty) Ltd has at law. The SUPPLIER shall promptly replace, free of charge, all the Goods which fail to meet this guarantee.</p> <p>18. CANCELLATION OF ORDER</p> <p>Metro Fibre Networkx (Pty) Ltd reserves the right to cancel this order in writing without furnishing any reason and, in the event that the SUPPLIER is not at fault, Metro Fibre Networkx (Pty) Ltd shall be liable for payment only in respect of:</p> <ol style="list-style-type: none"> 1. Goods completed at the date of such notice at the price specified in this order (in respect of Goods specifically manufactured by the SUPPLIER in terms of this order), provided such Goods are delivered to Metro Fibre Networkx (Pty) Ltd by the delivery date; 2. Work in progress at a price to be agreed upon, subject to such prices not exceeding the pro rata portion of the cost of the Goods as specified in this order and provided that such incomplete Goods shall be delivered to Metro Fibre Networkx (Pty) Ltd and on delivery thereof, become Metro Fibre Networkx (Pty) Ltd's property;
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<p>3. Materials, which have been ordered by the SUPPLIER for this order, at ruling market prices, provided that adequate proof of prior ordering on the part of the SUPPLIER can be given by the SUPPLIER and provided that such materials shall be delivered to Metro Fibre Networkx (Pty) Ltd and on delivery thereof, becoming Metro Fibre Networkx (Pty) Ltd's property;</p> <p>4. The reasonable cost of any special equipment such as jigs, tools and templates which cannot be utilised in the normal day to day activities of the SUPPLIER, provided that such equipment is delivered to Metro Fibre Networkx (Pty) Ltd and on delivery thereof, become Metro Fibre Networkx (Pty) Ltd's property;</p> <p>5. Metro Fibre Networkx (Pty) Ltd shall not be held liable for any of the above mentioned payments to the extent that payment has already been made by Metro Fibre Networkx (Pty) Ltd.</p> <p>19. WITHOUT PREJUDICE</p> <p>Without prejudice to the rights of Metro Fibre Networkx (Pty) Ltd set out herein it is agreed that if the SUPPLIER should commit any breach of the terms and conditions of this order or commits an act of insolvency or is liquidated or should any Goods be defective in any way and be rejected, Metro Fibre Networkx (Pty) Ltd shall be entitled to cancel this order without incurring any liability for resultant damages of any nature whatsoever, which the SUPPLIER may suffer as a result.</p> <p>20. ADDITIONAL CHARGES OR INCREASED PRICES</p> <p>Unless stipulated to the contrary in this order, additional charges or increase in price of whatever nature shall not be accepted by Metro Fibre Networkx (Pty) Ltd unless the SUPPLIER has obtained Metro Fibre Networkx (Pty) Ltd's acceptance in writing of such additional charges and increase in price prior to the delivery of the Goods in terms of this order.</p>	<p>21. CESSION OF ORDER</p> <p>The SUPPLIER shall note cede, assign or transfer this order, or any portion thereof, or any rights and obligations arising from it, to any third party without the prior written consent of Metro Fibre Networkx (Pty) Ltd. Consent may be refused at the sole discretion of Metro Fibre Networkx (Pty) Ltd without furnishing any reasons for such refusal.</p> <p>22. CORRESPONDENCE</p> <p>All correspondence relating to this order shall clearly indicate this order number.</p> <p>23. RELAXATION</p> <p>No relaxation or indulgence granted by Metro Fibre Networkx (Pty) Ltd to the SUPPLIER should be deemed to be a waiver of any of the rights of Metro Fibre Networkx (Pty) Ltd and such relaxation or indulgence shall not be deemed a notation of any of these terms and conditions.</p> <p>24. DAMAGES</p> <p>Neither party shall be liable for any indirect or consequential or special or incidental loss of any nature. Metro Fibre Networkx (Pty) Ltd shall not be liable for any damages of whatsoever nature except as set out in this order.</p> <p>25. DOMICILUM</p> <p>It is agreed that the address of the parties' principal place of business as the signing of this agreement shall be the domicilum citandi et executandi for all purposes, whether in respect of court process, notices or other documents or communications, of whatsoever nature.</p> <p>26. APPLICABLE LAW</p> <p>The terms and conditions of this agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.</p>
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The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign terms and conditions of this agreement and to bind their respective party thereto.

THE SUPPLIER

METRO FIBRE NETWORKX (PTY) LTD

 Authorised Signature

 Authorised Signature

 Printed Name and Title

 Printed Name and Title

 Date of Signature

 Date of Signature

 Place of Signature

 Place of Signature

The supplier must return this form signed to be able to continue doing business with Metro Fibre Networkx (Pty) Ltd.

Supplier Name

Registration Number

Date

VAT Number

Physical Address

Postal Address

Metro Fibre Networkx (Pty) Ltd office use only

Terms and Conditions signed?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
BEE Certificate received?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Proof of Banking Details received?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Company Letterhead received?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Application approved?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>
Signed 37.2 Agreement	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Valid Letter Of Good Standing	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Public Liability	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Contractors All Risk	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Comments

