



Vendor Creation Form

Doc Number : MFW-P15.1

Rev :0

Date :12/01/2015

Approval Request With Motivation

Supplier Name:

Supplier Account.....

Motivation:		
Buyer/Requestor:		Motivation Approved: <input type="checkbox"/> <input type="checkbox"/>

Forms Required: Credit Application

Vat Certificate

BBBEE Certificate

Banking Details

Registration Doc

Loaded by..... Date.....

Checked by..... Date.....

Approved by.....Date.....



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SUPPLIER CREATION REQUEST

- Amendment
- New creation

To be completed by supplier:

Supplier (Trading) Name									
Legal Entity Name, if different									
Registration No.			VAT No.			Supplier Account No.			
Scope of supply									
Street / PO Box									
Post Code		City			Country				
Contact Name					Position of Contact				
Contact Details		Phone:			Primary Contact No.:				
		Fax:			Homepage:				
		E mail:							
Banking Details		Bank:			Additional info if foreign Supplier				
		Branch:			Currency:				
		Branch Code:			Swift:				
		Account Number:			Iban:				
Settlement Discount					Payment terms				

BBBEE rating (please tick and fill in):

Level	1	2	3	4	5	6	7	8	Not rated	Non compliant
Value Adding	yes					no				
Size of company	QSE		EME		Generic			Annual turnover:		
Ownership	Black owned		Percentage:			Black woman owned		Percentage:		
Verification Agency:					Expiry Date:					

Personal: statement of relationships in Mzansi companies:

Attachments:

1. Original or Certified copy of cancelled cheque or a Certified letter from the bank reflecting banking details, with an official bank stamp
2. Original company letterhead confirming directors information
3. VAT 103 Notice of Registration and Physical address
4. SARS Tax Clearance Certificate
5. BBBEE Certificate (if rated)
6. Accepted Mzansi Fabrication & Welding Terms and Conditions of Purchase

Signature: _____

Date: _____

	Vendor Creation Form	Doc Number : MFW-P15.1 Rev :0 Date :12/01/2015
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Internal use only:

Reason for new supplier / amendment				
Search Description				
Supply category-ies				

QUALITY ASSURANCE REQUIREMENTS:

Supplier Assessment Required	Yes	No	Reason:	
Supplier Assessment Outcome	Approved	Rejected	Reference No.:	Date:

Attachment: Supplier Assessment (if required)

OTHER SUPPLIER APPROVALS:

Name of approving party	YES	NO	ASSESSMENT/SUPPLIER NO	REMARKS

	Requested By	Buying Department	QA Assessment (If applicable)	Banking Creation	Accounts Creation
Date					
Name					
Signature					
Designation					

DEFINITIONS

- 1.1 "we" means Mzansi Fabrication & Welding. (Pty) Limited;
- 1.2 "you" means the party identified as the "Contractor" on the Order being the person, company or other entity with which the Order is placed;
- 1.3 "Contract" means the agreement concluded between the parties arising out of your acceptance of the Order and comprises the general conditions of contract as set out herein and the Order;
- 1.4 "Goods" means and includes products, machinery, apparatus, materials, articles, equipment and things of all kinds, including necessary work done, to be supplied in terms of the Order;
- 1.5 "Order" means the Order placed by us on you as recorded on the reverse side hereof or to which these conditions are appended or any other Order placed by us on you which refers to these conditions and applies to the supply of Goods.
2. **GUARANTEE ON MATERIAL AND WORKMANSHIP**
Without limiting any guarantees in law, you guarantee that the Goods will strictly comply with the provisions of the Contract and that the Goods will be new, merchantable, of the most suitable grade and that they will be free from fault and defects and that they will serve the purpose for which they are intended.
3. **INSPECTION AND TESTING**
 - 3.1 We can (but are not obliged to) arrange for the inspection and testing of any Goods before dispatch by you but this will not relieve you from any responsibility or guarantee and will not prejudice our right to reject the Goods later if they are found to be defective, unsatisfactory, not in accordance with technical standards, specifications and/or the terms of the Order.
 - 3.2 We have the right, in our discretion, to determine whether the Goods comply with the Order and to demand rectification or replacement of any Goods that do not comply with the Order.
 - 3.3 If you do not provide the necessary material, and/or test certificates necessary for the proper use of the Goods within the time specified, we have the right to obtain such material and/or test certificates from you (or any other service provider) and recover from you any additional expenses incurred in obtaining such certification.
 - 3.4 Where applicable or if requested by us, you must immediately give us any documentation relevant to the dates and work methods utilized in the manufacture of the Goods.



Vendor Creation Form

Doc Number : MFW-P15.1

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Date :12/01/2015

- 3.5 Our approval of any drawings, designs, specifications and/or calculations supplied by you does not relieve you from your responsibility for the accuracy of such information or release you from any obligations pertaining to such information.
- 4. DELIVERY**
- 4.1 Delivery will occur when the Goods are delivered in good condition to the address stated in the Order. We have the right to reject any Goods found to be defective, unsatisfactory, not in accordance with the Order or unsuitable for the purpose for which it is intended.
- 4.2 Time shall be of the essence for the delivery of the Goods. In the event of delayed delivery of Goods we are entitled to cancel the Order forthwith and claim all damages, subject to a maximum of the Order value.
- 4.3 If you don't deliver the whole or part of the Goods on time or fail to commence work in terms of the Order or make satisfactory progress or if we reject the Goods, we can impose a penalty of 1% of the contract price per week (or part thereof) subject to a maximum of 15% of the contract price.
- 5. RISK AND OWNERSHIP**
- 5.1 Risk in the Goods remains with you until the Goods are delivered to us in accordance with the Order.
- 5.2 Rejected Goods will be held by us at your risk and must be collected by you at your cost as soon as you receive notice that the Goods have been rejected.
- 5.3 If we provide free issue material (including jigs, tools, and templates) it remains our property and may not be used by you for any purpose other than to manufacture the Goods. The risk in such material will remain with you until the Goods are delivered and accepted by us. You undertake not to encumber any free issue material and to store free issue material separately if we ask you to.
- 5.4 On payment by us of any portion of the contract price, ownership in the Goods will pass to us and if the Goods are still in your possession at such time, you will hold the Goods on our behalf.
- 6. CONFIDENTIALITY**
- Both parties will keep and hold secret and confidential all information in connection with the Contract and the Goods and/or the business of the other, and will not disclose such information other than for the purposes of the Contract. This restriction does not apply to information which is already known to the recipient or which the recipient obtains with free right of disposal, or which is or becomes public knowledge other than by breach by a party of confidentiality.
- 7. PRICING INVOICING AND PAYMENT**
- 7.1 Unless otherwise stated in the Order, all prices are fixed and firm and include all costs, duties, fees, insurance and transport to the stated delivery destination.
- 7.2 You will only invoice us once all the terms and conditions of the Order have been fulfilled. Invoices must be submitted to our accounts department in duplicate together with copies of all relevant signed delivery notes and documents and must comply with the requirements of the Vat Act. The invoice and supporting documents must clearly display our Order number.
- 7.3 Provided that all invoices, supporting documentation and a statement have been provided to us by the 25th day of a month and provided further that we do not dispute the amounts due, we will pay you on the last working day of the month following the month of receipt of your statement.
- 7.4 Where applicable, claims subject to escalation on the basis of published indices will only be paid if received within 90 days of the publication of the relevant index.
- 7.5 We can set off the amount of any claim against you from any amounts due by us to you.
- 8. PATENT RIGHTS**
- You warrant that you have right and title to the Goods (including all intellectual property rights) and that you are entitled to give us free and unencumbered possession thereof. You hereby indemnify us against all actions, claims, demands, costs, charges and expenses (including legal fees) arising from and against all loss or damage suffered or incurred by reason of any infringement or alleged infringement of patent, registered designs, trademarks or copyright protected in the Republic of South Africa . Or elsewhere or by reason of any infringement or alleged infringement of any other rights of third parties, resulting from our use of the Goods, but such indemnity does not cover any use of the Goods other than for the purpose intended.
- 9. DOCUMENTATION AND TECHNICAL INFORMATION**
- 9.1 You must provide us with drawings, diagrams, calculations, designs, specifications, software, certificates, operating and maintenance instructions and other pertinent documents which are to be supplied in terms of the Order and/or which are necessary for the operation and maintenance of the Goods.
- 9.2 You are responsible for all discrepancies, errors or omissions including defective design and/or detailing in any of the documentation irrespective of whether or not such documentation has been approved by us.
- 9.3 We acknowledge that we may be required to provide you with reasonable information and access to premises to complete the Order. If we fail to provide timeous information or access which prevents you from delivering the whole or any portion of the Goods on time, you must notify us immediately in writing to enable us to take action. We will thereafter agree on the appropriate steps to be taken to assist you to complete the Order.
- 10. DEFECTIVE GOODS**
- 10.1 You warrant that all Goods supplied in terms of the Order will be in accordance with their specifications and serve the purpose for which they are intended.
- 10.2 If at any time within a period of 12 months from the date on which the Goods were put into operational use by us, we consider that Goods (or part thereof) supplied are defective or not in accordance with the Contract, or do not fulfill the requirements for which they were intended, we will as soon as reasonably practicable give you notice specifying particulars of the defects. You must then with all possible speed, demonstrate that the work done or Goods supplied are not defective and are in accordance with the Contract and do fulfill the requirements for which they were intended, failing which you must at your own expense and with all possible speed make good the defects specified by us. If you do not do so within the reasonable time specified by us, we may at your cost and without relieving you of any obligations under the Contract, take such steps as may be reasonable to make good such defects. .
- 10.3 If we suffer any damages, due to you supplying defective Goods and/or as a result of your failure to promptly fix defects, you are liable for the full extent of such damage.**
- 11. PACKING AND MARKING**
- You must ensure that all packing and coverings are adequate for the safe transportation, handling and storage of the Goods. Unless otherwise stated in the Order, all packing cases and material becomes our property and the cost thereof is included in the contract price. You must ensure that all Goods are marked with the Order number and in accordance with the Order.
- 12. TERMINATION**
- 12.1 Should it become apparent that the Goods or any part thereof will not be delivered on or before the delivery date specified in the Order, or should you default or commit any breach of the terms of the Contract, then we can (without prejudice to any of our other rights), immediately terminate the Contract either wholly or in part and, following termination, procure the equivalent of the Goods from any other source. Any costs in excess of the contract price incurred as a consequence thereof, together with any additional expenses incurred by us in carrying out such action, are due in full by you. This amount may be set-off against any amount due by us to you.
- 12.2 We can terminate the Contract or any portion thereof on 14 days written notice to you. In such event, we will pay you for all actual expenditure and liabilities properly incurred by you as at the date of such notice. We will not be responsible for any lost profits, overheads and/or preliminary and general expenses relating to the cost of executing the Order.
- 13. INSOLVENCY**
- If before completing the Order you are insolvent, placed under provisional or final winding up order or endeavor to compromise with creditors, or if you resolve to be wound up or placed under an order of judicial management, we can cancel the Contract forthwith or give the liquidator or judicial manager or other person the option of carrying out the Contract subject to his providing a suitable guarantee for performance of the Contract.
- 14. CONSEQUENCES OF TERMINATION**
- 14.1 Upon termination of the Contract you will forthwith assign to us any existing subcontracts. (You must ensure that all agreements and subcontracts contain a provision for such eventuality.)



Vendor Creation Form

Doc Number : MFW-P15.1

Rev :0

Date :12/01/2015

- 14.2 Upon termination of the Contract you will immediately deliver to us all documentation prepared by you up to the date of receipt of the notice and all confidential information supplied to you by us.
- 15. SUSPENSION OF PERFORMANCE OF THE CONTRACT**
We have the right (in our discretion), to suspend the performance of the Order. During the period of suspension you must, store, preserve, protect and/or otherwise secure any free issue material and work in progress. You cannot make any claims against us if we suspend the Order for less than 30 days. If we require a suspension of longer than 30 days reasonable and unavoidable costs that you advise us of may, at our election, be added to the contract price or we may cancel the Order and pay you all reasonable costs directly incurred by you at such time.
- 16. VARIATION ORDERS**
We can by written notice instruct you to make any variations to the Goods or Order. As soon as possible after having received such instruction, you must notify us of the impact on the timing of delivery and pricing of the Order. You must not commence work in terms of any such variation order until the revised terms of Order have been agreed in writing. Any work done on a variation order without our written consent will be done at your risk and expense. If after 14 days of date of our variation order you have not notified us of the impact of such variation on the Order, you will be deemed to have accepted the variation without impact on the time of delivery and contract price and you will not have any claim against us in respect thereof.
- 17. FORCE MAJEURE**
17.1 *Force majeure* means any circumstances beyond the reasonable control of either party and shall include but not be limited to, war, revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, military or usurp conditions, epidemic, major accident, fire, flood or other natural disaster.
17.2 The mere shortage of labour, material or utilities shall not constitute *force majeure* unless caused by circumstances which are in themselves *force majeure*.
17.3 If either of us is prevented or delayed from performing any obligations by *force majeure*, the affected party must notify the other party of the circumstances constituting *force majeure* and of the obligations affected and the party giving such notice will thereafter be excused from the performance or punctual performance as the case may be of such obligation from the date of such notification for so long as the circumstances of prevention or delay continue. If a party is excused from performance or punctual performance of any material obligation for a continuous period of 60 days, then either party may anytime thereafter terminate the Contract by notice in writing.
- 18. GOVERNING LAW AND LEGAL PROCEEDINGS**
18.1 The Contract is governed by the laws of the Republic of South Africa...
18.2 Either party can refer disputes to arbitration in terms of the Rules of the Arbitration Foundation of South Africa. Or to any court of law having jurisdiction to determine such dispute.
18.3 You cannot bring any action against us unless you have given us 30 days written notice of your intention to do so.
18.4 You cannot cease work and/or refuse delivery pending the outcome of any dispute between us.
- 19. PERFORMANCE BOND OR GUARANTEE**
If specified in the Order, you must, within 14 days of Order, provide us with a performance bond, issued by a bank approved by us and in a form acceptable to us. The bond must remain in full force until we give you notice that it is no longer required or until the event specified in the bond has occurred. Unless otherwise stated in the Order, the amount of such bond shall be for 10% of the Contract value.
- 20. TAXES AND DUTIES**
The contract price shall include all Value Added Tax ("VAT") applicable to the Goods in terms of the Republic of South Africa's VAT Act 1991, as amended. Such VAT must be shown as a separate component of the contract price. You are responsible for the payment to the relevant authorities of all customs and excise duties or statutory levies or any other costs incurred by you in respect of the execution of the Contract.
- 21. OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993 ("the Act")**
You acknowledge that you are an employer in your right as prescribed in the Act and undertake, as envisaged by Section 37(2) of the Act, to ensure that all work performed at our premises will be performed in accordance with the provisions of the Act. You undertake to sign the agreement prepared in accordance with Section 37(2) of the Act, on receipt thereof from us. You must comply with all our policies and procedures while on our premises.
- 22. GENERAL**
22.1 These conditions and those of the Order supersede any prior written or verbal arrangements between the parties in respect of the order of the Goods.
22.2 All conditions herein and in the Order are material terms and any breach thereof shall be a material breach.
22.3 In the event that any of the clauses of these conditions are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.
22.4 No conditions imposed by you will apply and the only applicable conditions are the conditions of this Contract.
22.5 If we advise you that the Contract will give rise to a subcontract and that the conditions of the main contract will apply to this Contract, then such contract is be deemed to form part of the Order, *mutatis mutandis* as if incorporated therein. You must acquaint yourself fully with the terms and conditions of the main contract and make all relevant enquiries in regard thereto. In the case of any inconsistency between these conditions and any other conditions, the following order of precedence shall apply: (I) Order; (ii) special conditions, (iii) these conditions, (IV) main contract conditions.
22.6 You cannot cede, assign, subcontract or make over any rights or obligations in terms of the Contract without our prior written consent.
22.7 You are deemed to have satisfied yourself as to all the conditions and circumstances affecting the Contract and are responsible for any incorrect information however obtained.
22.8 Save as specifically provided in this Contract, you have no claims of whatsoever nature against us and no costs other than those specified in the Order will be paid by us.
22.9 The parties choose as their domicile citadel ET executant for all purposes in terms of the Contract, the addresses set out in the Order.
- 23. CODE OF CONDUCT**
23.1 The purpose of the said document is to describe the fundamental principles which should govern the everyday business conduct of the Group in its dealings with various stakeholders.
Mzansi Fabrication & Welding. Expects integrity and ethical, law-abiding behavior from all Sub Contractors and Suppliers in line with the Global Compact Initiative and the minimum standards set out below
23.2 Counteracting Corruption
Subcontractors and suppliers actively and consistently counteract criminal or unethical influence on decisions taken by Mzansi Fabrication & Welding. Or other companies and institutions and fight corruptibility within their own companies.
23.3 Counteracting Bid Rigging
Subcontractors and suppliers do not participate in anti-competitive bid rigging and take action against illegal cartels.
23.4 Counteracting Illegal Employment
Subcontractors and suppliers comply with the applicable legal requirements and effectively eliminate illegal employment
23.5 Respect for the Fundamental Rights of Employees
Subcontractors and suppliers respect the health, and personal rights of their employees and adhere to the principles of respect, fairness and non-discrimination. They employ and remunerate their employees on the basis of fair and compliant contracts. They maintain international minimum labour standards as set out by ILO³.
23.6 Respect for the Environment
Subcontractors and supplier observe relevant legal environmental standards and minimize environmental pollution.
Mzansi Fabrication & Welding. requests from its subcontractors and suppliers that they require their own subcontractors and suppliers also to comply with the principles of the Global Compact Initiative and the minimum standards of this Code of Conduct for Subcontractors and suppliers (Flow Down).
Subcontractors and suppliers of Mzansi Fabrication & Welding. Are required to report their own violations of this Code of Conduct for Subcontractors and Suppliers, insofar as



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Doc Number : MFW-P15.1

Rev :0

Date :12/01/2015

these affect their business relations with Mzansi Fabrication & Welding... They are also asked to report any knowledge of misconduct on the part of Mzansi Fabrication & Welding. Employees.

23.7 Contact Person

Asif Raza-Compliance
Tel: 011 825 0254 Fax: 086 292 5058

Subcontractors and suppliers are required to actively resolve and suspicious cases to cooperate unconditionally with Mzansi Fabrication & Welding. In this regard. If there are reasonable grounds to believe that a subcontractor or supplier, when a suspicious case arises, fails to sufficiently meet his obligations to resolve the case And to cooperate, Mzansi Fabrication & Welding. On the basis of existing contractual or legal rights, can end all business relations with the subcontractor or supplier with immediate effect.

In the event of a violation of this Code of Conduct for Subcontractors and Suppliers, Mzansi Fabrication & Welding. Retains the right to initiate further legal measures, particularly damage claims.

Mzansi Fabrication & Welding., from time to time, can appropriately update this Code of Conduct for Subcontractors and Suppliers and expects that its subcontractors and suppliers accept any such changes.

Thus done and signed by the Supplier in _____ (city) on ____ (day) of _____ month _____ 20____ year.

Print name

Signature

Job Title (duly authorized)