



General Conditions of Purchase

1. **GENERAL:** The Health Professions Council of South Africa (hereinafter referred to as the 'HPCSA') and the Supplier enter into an order/contract (hereinafter referred to as the 'agreement') on these conditions to supply the goods or execute the works/services as described in the agreement. The agreement means the order documents, the General Conditions of Purchase, any specifications, schedules, or drawings approved by HPCSA relative to the order, and SLA if required.
2. **CONDITIONS:** These conditions form the basis of the contract between HPCSA and the Supplier. Where the Supplier/Bidder does not indicate the non-acceptance of these conditions of contract it will be deemed to be accepted by the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed to in writing by HPCSA.
3. **PRICE AND PAYMENT:** HPCSA will pay for the item/service within 30 days after receipt of a correct Tax Invoice. HPCSA's VAT registration number (4550104923) has to appear on the tax invoice, before any payment is made by HPCSA.
4. **DELIVERY AND DOCUMENTS:** 'Delivery' means delivery of goods or completion of work (if any) in compliance with the terms and conditions of the agreement at the point of delivery/site specified in the agreement on or before the date stated in the agreement. Late deliveries of the goods or late completion of the work/services may be subject to a penalty as stated in the agreement. No payment shall be made if the Supplier does not provide the goods/services/work as stated in agreement. Where goods are to be delivered, the Supplier shall:
 - 4.1 clearly mark the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and include a packing note stating the contents thereof.
 - 4.2 send to HPCSA at the address for delivery of the items, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch;
 - 4.3 send to HPCSA a detailed Tax invoice after delivery of the goods or after completion of the work/services,
 - 4.4 state on all communications in respect of the agreement the RFQ number, and
 - 4.5 state in the bid whether delivery cost is included in the price, if not, it will be deemed to be included.

- 5 CONTAINERS / PACKING MATERIAL:** Unless otherwise stated in the agreement, no payment shall be made for containers or packing materials or their return to the Supplier.
- 6 ACCEPTANCE:** The goods/works/services shall at all times be subject to the approval of HPCSA, who may inspect and/or test the materials as well as the workmanship at any stage of the work. Should HPCSA fail to notify the Supplier of its acceptance, it shall be deemed HPCSA accepted the goods/works/services within 3 days of delivery of goods or within 7 days of completion of services.
- 7 RISK:** Risk shall pass to HPCSA upon proof of delivery and acceptance of the goods/works/services, to the correct destination in accordance with the agreement.
- 8 OWNERSHIP:** Ownership in the goods/works/services shall pass to HPCSA upon payment thereof or as otherwise stated in the agreement.
- 9 REJECTION:** If the Supplier fails to comply with his obligations under the agreement, HPCSA may reject any part of the goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement of goods or re-work is required.
- 9.1 In the case of goods delivered, HPCSA may return the rejected goods to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the goods not replaced within the time required, together with the costs of returning rejected goods to the Supplier and obtaining replacement goods from a third party, shall be paid by the Supplier to HPCSA.
- 9.2 In the case of works/services, the Supplier shall correct non-conformances/defects as indicated by HPCSA. If the supplier delays to correct the non-conformance/defect, HPCSA may have the non-conformance/defect corrected by a third party at the Supplier's cost.
- 10 INDEMNITY:** The Supplier indemnifies HPCSA against all actions, suits, claims, demands, costs, charges and expenses arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants or the rights of others, or from the Supplier's defective design, materials or workmanship.
- 11 WARRANTY:** Without prejudice to any other rights of HPCSA under these conditions, the Supplier warrants that the goods/works/services are fit for the purpose for which they are intended and that they will remain free from defects for a period of one year (unless otherwise stated in the agreement) from acceptance. If a defect/non-conformance is found with the goods/works/services within this period, the Supplier shall rectify the defect/non-conformance within 7 days or an agreed time period not exceeding 30 days (extensions granted at HPCSA discretion), free of cost to HPCSA. The Supplier shall use reasonable skill and care to provide the goods/works/services as described in the contract.

- 12 ASSIGNMENT AND SUBCONTRACTING:** Neither party hereto may cede or delegate any of its rights and obligations to any person without the written consent of the other or subcontracting by the Supplier. Notwithstanding this, HPCSA may on written notice to the other party cede and delegate its rights and obligations under this agreement to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of restructuring.
- 13 STATUTORY REQUIREMENTS:** The Supplier shall adhere to all statutory requirements relevant to the agreement which is governed by the law of the RSA and the parties hereby submit to the jurisdiction of the SA courts.
- 14 BREACH:** Subject to clause 15 (fifteen) hereof, should either party breach any condition of the agreement and fail to rectify or remedy the default, and after written notice given by the non-defaulting party, the latter shall be entitled to terminate the agreement.
- 15 TERMINATION:** HPCSA may terminate at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to HPCSA) if the Supplier defaults in due performance of the agreement, or becomes bankrupt or otherwise is, in the opinion of HPCSA, in such financial circumstances as to prejudice the proper performance of the agreement, or becomes tainted in public such that HPCSA's continued association with Supplier would bring HPCSA into disrepute.
- 16 ETHICS:** HPCSA is committed to the highest standard of ethical behavior and expects the same from all our suppliers.
- 17** This constitutes the entire agreement between HPCSA and the Supplier and no addition to or variation of the agreement shall be of any force and effect unless done in writing and signed by both parties.
- 18 DURATION:** __ months, commencing on __ / __ / ____
and terminating on __ / __ / ____ , notwithstanding the date that this Agreement is signed,
or
commencing on the business day after the date that the Agreement with SLA/Scope of Work, if applicable, is signed by a Party signing last.

