



## **TENDER DOCUMENT: HPCSA 02/2020**

# **REQUEST FOR PROPOSAL FOR INTERNAL AUDIT SERVICES FOR PERIOD OF FIVE (5) YEARS**

## **ON BEHALF OF THE HEALTH PROFESSIONS COUNCIL OF SOUTH AFRICA**

**Situated at: 553 Madiba Street, Arcadia, Pretoria**

**Deadline for tender submission: 19 February 2020 at 12H00  
(South African Standard Time)**

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**1. PART 1 – GENERAL TENDER INFORMATION**

<b>TENDER ADVERTISED</b>	<b>25 January 2020</b>
<b>TENDER CLOSING DATE/TIME</b>	<b>19 February 2020 (12h00 – Local SA Time)</b>
<b>BRIEFING SESSION / SITE VISIT</b>	<b>[N/A]</b>
<b>VENUE FOR BRIEFING SESSION / SITE VISIT</b>	<b>[N/A]</b>
<b>TENDER BOX &amp; ADDRESS</b>	Tender Box, Reception Area HPCSA Main Building 553 Madiba Street Arcadia, Pretoria 0001  If the tender offer is too large to fit into the above-mentioned box or the box is full, please enquire at the Reception.
<b>HPCSA TENDER REPRESENTATIVES</b>	Ms. Livhuwani Makhanthisa Tel No: +27 12 338 3919 email: <a href="mailto:Tenders@hpcsa.co.za">Tenders@hpcsa.co.za</a>
<b>TENDER FEE:</b>	N/A.
<b>OPENING OF TENDERS: PLACE TIME</b>	HPCSA Main Building, 553 Madiba Street 19 February 2020 @ 12:00
<b>PREFERENCE SYSTEM</b> (Preferential Procurement Regulations, 2017)	<b>80/20</b>

**2. PART 2 - DETAILS OF TENDERER**

**2.1 Type of Entity** (Please tick one box)

- Individual / Sole Proprietor
  Close Corporation
  Company  
 Partnership or Joint Venture or Consortium
  Trust
  1. Other: .....

**2.2 Required Details** (Please provide applicable details in full):

<b>Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor</b>	
<b>Trading as</b> (if different from above)	
<b>Company / Close Corporation registration number</b> (if applicable)	
<b>Postal address</b>	Postal Code _____
<b>Physical address</b> (Chosen domicilium citandi et executandi)	Postal Code _____
<b>Contact details of the person duly authorised to represent the tenderer</b>	Name: Mr/Ms _____ (Name & Surname)  Telephone:( ____ ) _____ Fax:( ____ ) _____ Cellular Telephone: _____ E-mail address: _____
<b>Income tax number</b>	
<b>VAT registration number</b>	
<b>SARS Tax Compliance Status PIN</b>	

**3. PART 3 – FORM OF OFFER AND ACCEPTANCE**

**TENDER NO: HPCSA 02/2020 INTERNAL AUDIT SERVICES**

**PART A (TO BE FILLED IN BY TENDERER):**

**Required Details** (Please provide applicable details in full):

<b>Name of Tendering Entity*</b> (“the tenderer”)	
<b>Trading as</b> (if different from above)	

**AND WHO IS** represented herein by:(full names of signatory) \_\_\_\_\_

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation) \_\_\_\_\_

**HEREBY AGREES THAT** by signing the *Form of Offer and Acceptance*, the tenderer:

4. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
5. confirms that it has received and incorporated any and all notices issued to tenderers issued by the HPCSA;
6. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
7. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the HPCSA in accordance with the:
  - a. terms and conditions stipulated in this tender document;
  - b. specifications stipulated in this tender document; and
8. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Print name(s):  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

**TENDER NO: HPCSA 02/2020 INTERNAL AUDIT SERVICES**

**PART B (TO BE FILLED IN BY THE HPCSA)**

By signing this *Form of Offer and Acceptance* the HPCSA (also referred to as the 'Purchaser'):

1. accepts the offer submitted by **(DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER")** \_\_\_\_\_, thereby concluding a contract with the supplier for a contract period from date of commencement of contract not exceeding 60 months;
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
(PLACE) (DD) (MM) (YY)

\_\_\_\_\_  
Signature(s) and stamp of  
Executive Director or his/ her delegated authority

\_\_\_\_\_  
Print name(s):  
(duly authorised in terms of the  
System of Delegations as approved  
by Council)

**Schedule of Deviations**

**Notes:**

- a) The extent of deviations from the tender documents issued by the HPCSA before the tender closing date is limited to those permitted in terms of the conditions of tender.
- b) A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- c) Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- d) Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

a) Subject .....  
Details .....  
.....  
.....  
.....

b) Subject .....  
Details .....  
.....  
.....  
.....

c) Subject .....  
Details .....  
.....  
.....  
.....

d) Subject .....  
Details .....  
.....  
.....  
.....

By the duly authorized representatives signing this agreement, the HPCSA and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the HPCSA during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## 4. PART 4 - ADMINISTRATIVE INFORMATION

### 4.1 Purpose

HPCSA would like to invite prospective service providers to render internal audit services. The HPCSA intends to appoint a suitably qualified service provider for a period of five (5) years ending 31 March 2025.

To be considered for the next steps after the RFP's, Suppliers must submit a complete response that substantially satisfies all requirements as stated in this RFP.

### 4.2 HPCSA Terms & Conditions of the Tender

The HPCSA reserves the right without furnishing any reasons whatsoever, to cancel, withdraw or re-advertise, or to award or not to award this service/tender(s).

The HPCSA reserves the right not to accept the lowest tender or any tender, in part or in whole.

Successful applicants will be required to enter into service level agreements with the HPCSA in addition to contractual obligations.

Tenders should be submitted in a sealed package marked, "**HPCSA 02/2020**"

**All applications should consist of one (1) original document as well as five (5) copies of Tender and HPCSA supplier declaration form.** The sealed envelope must be placed in the tender box at the Main Reception area of the HPCSA Building, 553 Madiba Street, Arcadia, 0002, South Africa.

***Note: This Tendering Process will use a two-envelope system i.e. Bidders must submit the Administrative Requirements (Mandatory) and functional proposal in one envelope (together with relevant copies) and pricing and preference points proposals in a separate envelope (together with the relevant copies). BOTH ENVELOPES MUST BE CLEARLY MARKED.***

No tender received by telegram, mail, e-mail or facsimile will be considered.

Where a tender is not submitted at the time of the tender closing, such a tender will not be assessed.



The HPCSA is entitled to amend any tender condition, validity period, specification, or extend the return date of such a tender before the closing date. All tenderers, to whom the tender documents have been issued, will be advised in writing of such amendment or of extensions, promptly.

#### **4.3 Confidentiality**

Both parties shall keep all information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other party.

#### **4.4 Retention of Tenders**

All tenders submitted shall become the property of the HPCSA. The HPCSA will make all reasonable efforts to maintain tenders in confidence. Proprietary information should be identified in each tender.

#### **4.5 Cancellation and re-invitation of bids**

The decision to cancel a bid will be published in the same media in which the original bid invitation was advertised.

#### **4.6 Vendor Communications**

During the tendering period, communications between vendors and the HPCSA will only be in writing through email for any queries and questions. All communications, correspondence, documentation, manuals, tenders, presentations, demonstrations etc., must be in English. All questions concerning the Tender must refer to the Tender page number, section number and paragraph number. All questions and correspondence must only be directed to the authorised HPCSA Tender Representatives, listed in PART 1 of the tender.

#### **4.7 Prime Contractor Relationship**

The HPCSA intends to contract only with an identified vendor known as the Prime Contractor when the Tender is issued. Subcontracting assignments will be allowed. The subcontractors should adhere to the same requirements as set out for the Prime Contractor. In the event of a subcontracting arrangement, the Prime Contractor assumes all responsibility for delivery, installation, maintenance and any support service including documentation that is supplied by the subcontractor.

## **4.8 Response Validity Period**

Tender responses will be valid for a period of 90 days after the closing date.

## **4.9 Pricing Section**

These guidelines are to assist you in submitting pricing data.

Provide a summary description of your standard estimating methods bearing the following in mind:

- Prices based on currencies other than the South African Rand, the exchange rate utilised, and the date of the exchange rate must be clearly indicated;
- Prices are to be inclusive of all applicable tax. An indication of those prices to which tax does not apply is also required.
- Price must be fixed for a period of five (5) years financial years ending 31 March 2021 to 2025;
- General overview of the schedule and timing of billings; and
- Fee schedule for advisory work outside the scope of audit.

## **5. PART 5 – TERMS OF REFERENCE (SPECIFICATION)**

### **5.1 Background**

The Health Professions Council of South Africa (HPCSA) is a statutory body established under the Health Professions Act 56 of 1974 and is mandated to regulate the health professions in the Republic of South Africa and functions through 12 Professional Boards operating under its auspices. The Professional Boards control the professions falling within their ambit under the overarching coordination and guidance of the HPCSA and are responsible for:

- Setting standards for the Education, training and registration and practice of all health professions registered under the Act;
- Fostering compliance with the standards set;
- Ensure ongoing continuing professional development by practitioners; and
- Investigate complaints lodged against practitioners registered under the Act.

### **5.2 Scope of Work**

The Institute of Internal Auditors defines internal auditing as:

“... an independent, objective assurance and consulting activity designed to add value and improve an organisation’s operations. It helps an organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.”

Internal Audit is an independent appraisal activity established within the organization to examine and evaluate the effectiveness, efficiency and economy of its activities.

The objectives of Internal Audit are to assist all levels of management of the organization and the Audit and Risk Committee of the Health Professions Council of South Africa (HPCSA) in the effective discharge of their responsibilities by furnishing them with analyses, appraisals, recommendations, counsel, and information concerning the activities reviewed and by promoting effective control at reasonable cost.

The appointed service provider will be required to:

- Rolling three-year Strategic Plan and Annual Internal Audit Operational Plan;
- Submit annually to Senior Management and ARCOM a summary of the audit work schedule, staffing plan, and budget for the following fiscal year;
- The audit work schedule is to be developed based on a prioritisation of the audit universe using relevant risk factors;
- Any significant deviation from the formally approved work schedule shall be communicated to senior management and the Audit and Risk Committee through periodic activity reports;
- Provide internal audit reports to Audit and Risk Committee (ARCOM) of Council;
- Attend all ARCOM meetings and provide ARCOM feedback as required;
- Perform risk based internal audit services based on the approved audit plan;
- Perform audits in compliance with the standards of the Institute of Internal Auditors;
- Review the adequacy and effectiveness of the internal control system;
- Review and provide advice on governance;
- Provide final report with recommendations to management;
- Provide an innovative, responsive and effective value-added Internal Audit function by assisting the HPCSA in evaluating the effectiveness and efficiency of the internal control systems, and compliance with policies and procedures and recommending improvements.

The appointed service provider will be responsible for:

- Reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information;
- Reviewing the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on operations and reports and whether the organization is in compliance;
- Reviewing the means of safeguarding assets and, as appropriate, verifying the existence of such assets;
- Reviewing and appraising the economy and efficiency with which resources are employed;

- Reviewing operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned;
- Reviewing specific operations at the request of the Audit and Risk Committee or Senior Management, as appropriate.
- Reviewing the quality of performance of the external auditors and the degree of coordination with Internal Audit.

### **5.3 Competency requirements**

- The service provider should meet the following competency requirements:
- Be competent in the practice of internal auditing;
- The team must have at least one certified audit professional e.g. CIA, CA or CISA who possesses current knowledge of the standards; and
- Have at least 5 years of recent experience in the practice of internal auditing.

### **5.4 The role of the HPCSA**

The HPCSA together with the Audit and Risk committee will be responsible for reviewing the progress on a quarterly basis.

The HPCSA undertakes to provide:

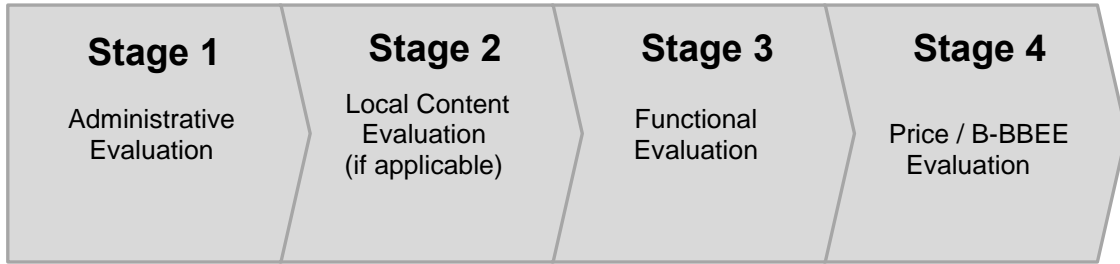
- all the information/documentation necessary for providing the required service; and
- logistical support in terms of office space and other resources deemed necessary to execute the internal audit function.

### **5.5 Duration of contract**

The Service Provider would be required to enter into a service level agreement for period of five (5) years.

**6. PART 6 - EVALUATION PROCESS**

- This tender will be evaluated in accordance with the Preferential Procurement Regulations of 2017. The HPCSA will use a staged approach to evaluate the bids. The requirements of any given stage must be complied with prior to progression to the next stage. The HPCSA reserves the right to disqualify bidders without requesting any outstanding document/information.
- The stages are outlined in the diagram below and further detailed in the paragraphs that follow.



**6.1 Stage 1: Administrative Evaluation**

During this stage of the evaluation the bidders will be evaluated on whether or not they comply with the following:

- Complied with all the conditions of tender; and
- Submitted all mandatory documentation required;

A bidder who fails to comply with all the criteria below will be disqualified at this stage and will not be considered any further

The required mandatory administrative documentation includes the following:

<b>Mandatory Document</b>	<b>Checklist</b>
Duly completed HPCSA supplier declaration form (Certified by Commissioner of Oath)	
Company Registration Certificates	
A Company Profile	
Valid updated Workman’s Compensation Certificate (Certified)	
Copy of audited financial Statements	
Proof that the bidder’s tax affairs are in order with SARS (e.g. Tax Clearance Certificate/ Status Pin number document)	
SBD4 – Declaration of Interest see <b>Annexure B</b>	

SBD8 – Declaration of bidders past Supply Chain Management Practices <b>Annexure C</b>	
SBD9 – Declaration of Independent Bid Determination <b>Annexure D</b>	

**6.2 Stage 2: Local Content**

Local Content is **not** applicable for this Tender. Hence, all bidders who qualify for the Administrative Evaluation will be evaluated on Functionality.

**6.3 Stage 3: Functional Evaluation**

Bidders who qualified for the previous stage(s) of the Evaluation will then be evaluated in terms of the functional requirements.

**Scoring Criteria**

All bidders who met all the mandatory functional requirements will now be evaluated further on functionality.

A *minimum score of 70 points out of 100* will be required to pass the Functional Evaluation stage.

The HPCSA will analyse and assess functional capability and therefore the bidder should demonstrate the following:

FUNCTIONAL EVALUATION CRITERIA		SUB-CRITERIA	MAX POINTS				
CRITERIA							
<b>Company Experience:</b>			45				
<ul style="list-style-type: none"> <li>- Service provider should at least have five (5) years' experience in conducting internal auditing. (proof should be in the form of reference letters)</li> </ul> <table border="1" style="margin-left: 20px;"> <tr> <td>Less than 5 years</td> <td>5 and above years</td> </tr> <tr> <td>0</td> <td>10 points</td> </tr> </table>		Less than 5 years	5 and above years	0	10 points	10	
Less than 5 years	5 and above years						
0	10 points						
<ul style="list-style-type: none"> <li>- A list of five (5) contactable references for Regularity Audits (risk based internal audit projects) successfully undertaken. State the following: <ul style="list-style-type: none"> <li>✓ Name of the client;</li> <li>✓ Contact Details;</li> <li>✓ Dates when work performed; and</li> <li>✓ The value of the contract.</li> </ul> </li> </ul> <table border="1" style="margin-left: 20px;"> <tr> <td>Less than 5 letters</td> <td>5 and above letters</td> </tr> <tr> <td>0</td> <td>20 points</td> </tr> </table>		Less than 5 letters	5 and above letters	0	20 points	20	
Less than 5 letters	5 and above letters						
0	20 points						



All bids that qualify for this stage of the evaluation process are considered acceptable bids/tenders and will then be evaluated on Price and B-BBEE.

**6.4 Stage 4: Price and B-BBEE**

Only bidders that passed the Functional Evaluation stage will be evaluated on price and preference (B-BBEE). The 80/20 preference point system will be applicable for this tender. The qualifying bids are evaluated in terms of 80/20 preference points systems, where 80 points must be used for price only and the 20 are used for B-BBEE as per PPPFA.

**Preference Scores**

A bidder will only be awarded points for preference, provided:

- The bidder has completed and signed the Preference Points Claim Form (SBD 6.1 **Annexure E**);
- The bidder:
  - Submitted a valid B-BBEE status level certificate issued by a SANAS accredited B-BBEE agency; or
  - Submitted an affidavit stating the B-BBEE status level in the case of an EME and QSE;
  - A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
  - A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such B-BBEE scorecard is prepared for each and every separate bid.

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system) For procurement, up to R50 million</b>
1	20
2	18
3	14
4	12
5	8



6	6
7	4
8	2
Non-compliant contributor	0

### 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

#### 80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

#### Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender

## 7. PART- 7 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract are applicable to this Contract:

- The agreement shall remain in force for period of five (5) years.
- The HPCSA shall have the right to re-evaluate the agreement with a view to consider renewing the agreement for further period or not.
- The fees/charges agreed upon in this contract and any other monies owing by the HPCSA to the Service Provider shall be payable within thirty days of receipt of invoices.
- A Service Level Agreement to ensure that optimal service levels are maintained throughout the duration of the contract will be required to be signed by the service provider. In terms of this agreement, punitive measures shall be applicable in the event of non-satisfactory, delayed service or non-adherence to agreed time limits.
- Apart from the contractual maintenance visits, the supplier will be called out on an adhoc / emergency basis to attend to problems encountered with units.
- Should the HPCSA be of the opinion that the Service Provider does not deliver services of an acceptable standard, the Council may cancel the agreement by notice in terms of a cancellation clause and the Service Provider shall have no recourse thereafter.

## **8. PART - 8 GENERAL CONDITIONS OF CONTRACT**

(National Treasury - General Conditions of Contract (revised July 2010))

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## 1. **Definitions**

The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

## 2. **Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. **General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

## 4. **Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## 5. **Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

**7. Performance Security**

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections

shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

## 9. **Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.



10. **Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. **Insurance**

11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. **Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. **Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. **Spare parts**

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or  
for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. **Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. **Contract Amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. **Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. **Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. **Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. **Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. **Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### 24. **Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. **Force majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. **Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. **Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due to the supplier.

28. **Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable Law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and Duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.



# ANNEXURE A



## **SUPPLIER DECLARATION FORM**

**Health Professions Council of South Africa**  
**This form must be completed and submitted with TENDER:**

**Health Professions Council of South Africa  
P O Box 205  
PRETORIA  
0001**

**553 Madiba (previously known as Vermeulen) Street  
Arcadia  
PRETORIA  
0007**

**Please complete the form fully and use a black pen. Illegible or incomplete forms will be rejected.**

**Direct enquiries to Procurement Officer**

**Tel 012 338 3919  
Email: [Tenders@hpcsa.co.za](mailto:Tenders@hpcsa.co.za)**

**PLEASE KEEP COPIES OF REGISTRATION FORM AND ALL DOCUMENTATION SUBMITTED FOR  
YOUR RECORDS AS NO COPIES WILL BE MADE BY THE COUNCIL**

**Where applicable under mentioned documents must be attached with tenders**

**Please tick box**

	<b>Y</b>	<b>N</b>	<b>NA</b>
Valid B-BBEE status level certificate issued by a SANAS accredited B-BBEE agency;			
Company registration document (certified)			
Proof of ownership/ shareholder certificate (certified)			
If applicable; a Joint Venture agreement (certified)			
Proof that the bidder's tax affairs are in order with SARS (e.g. Valid Tax Clearance Certificate/ Status Pin number)			
Proof of banking document			
Comprehensive company profile			
Duly signed HPCSA supplier declaration form			
A copy of your audited financial statements			
SBD4 – Declaration of Interest			
SBD8 – Declaration of bidders past Supply Chain Management practices			
SBD9 – Declaration of Independent Bid Determination			

**BUSINESS PARTICULARS**

**Name of Business**


**Physical address**


**City**


**Province**










**First name**

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**Surname**

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**Identification number**

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**Capacity**

D	P	M	R	O
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**M      F      (sex)**

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**HDI status**

H	W	D

**First name**

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**Surname**

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**Identification number**

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**Capacity**

D	P	M	R	O
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**M      F (sex)**

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**HDI status**

H	W	D







**Certification of correctness of information supplied in this document**

1. The information supplied is correct.
2. All copies of relevant information are attached.

**Personal information in block letters**

**Name**

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**Surname**

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**Telephone**


**Capacity**


**On behalf of the (supplier's Name)**


Signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of 2020 by the Deponent, who has acknowledged that he / she knows and that understands the contents of this Affidavit, that it is true and correct to the best of his /her knowledge and that he /she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

\_\_\_\_\_  
**Signature: Applicant on behalf of supplier**

\_\_\_\_\_  
**Signature: Commissioner of Oath**

Commissioner of Oath Official Stamp





## SUPPLIER QUESTIONNAIRE

In assessing the company's tender, the HPCSA tender committee will consider the information provided as outlined in all the sections of this tender document.

ANNEXURE B. SERVICES		
1.	Where are your offices located?	
2.	Number of years in business?	
3.	Are you involved in any community development programmes – if yes, please give details	
4.	Are you prepared to negotiate on price?	
5.	Do you accept payment <i>via</i> EFT?	
6.	Acceptance of the practise that the HPCSA will pay within an agreed time frame ( <b>30 Days term</b> ) as per the agreed price with the successful bidder upon receipt of a valid tax invoice	

### QUESTIONNAIRE COMPLETED BY:

\_\_\_\_\_  
**NAME:**

\_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

COMPANY STAMP

# ANNEXURE B SBD 4

# ANNEXURE C SBD 8



# ANNEXURE D SBD 9

# ANNEXURE E SBD 6.1