



**TENDER DOCUMENT: HPCSA 05/2019**

**INVITATION TO TENDER  
FOR**

**PROVISION OF CANTEEN/CAFETERIA SERVICES  
FOR A PERIOD OF 3 YEARS**

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

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

**Deadline for tender submission: 14 May 2019 at 12H00  
(South African Standard Time)**

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## 1. PART 1 – General Tender Information

<b>TENDER ADVERTISED</b>	<b>20 April 2019</b>
<b>TENDER CLOSING DATE/TIME</b>	<b>14 May 2019 (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 Head Office 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>	<b>R200.00</b> Non-refundable tender fee payable to HPCSA for the tender document.
<b>PREFERENCE SYSTEM</b> (Preferential Procurement Regulations, 2018)	<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 05/2019 PROVISION OF CANTEEN SERVICES**

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

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

<b>Name of Tendering Entity*</b> <b>("the tenderer")</b>	
<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:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the HPCSA;
3. 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;
4. 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
5. 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

**FORM OF OFFER AND ACCEPTANCE (continued)**

**TENDER NO: HPCSA 05/2019 PROVISION OF CANTEEN 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 36 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)

**FORM OF OFFER AND ACCEPTANCE (continued)**

**Schedule of Deviations**

**Notes:**

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.

1 Subject	.....
Details	.....
	.....
	.....
	.....
2 Subject	.....
Details	.....
	.....
	.....
	.....
3 Subject	.....
Details	.....
	.....
	.....
	.....
4 Subject	.....
Details	.....
	.....

By the duly authorised 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

Appointment of a suitable service provider to render canteen/cafeteria services

### 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 05/2019”**

**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 Duration of contract**

The Service Provider would be required to enter into a service level agreement for a period of three (3) years.

#### **4.10 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.

### **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.

Council owns two buildings, namely HPCSA building and Metroden, both of which are situated in Madiba Street in Pretoria. Council requires a provider to render a catering service during office hours from the Canteen situated on the 2nd floor of the HPCSA main building.

Council has approximately two hundred and eighty employees (280) on its establishment and hosts between twenty (20) to fifty (50) meetings/inquiries in the various committee rooms monthly. Not all employees partake of meals daily. The Canteen however is open to the public subject to the security and access control measures of Council.

## 5.2 Scope of work

a. **The Supplier shall, unless otherwise indicated, and at its own cost:**

- Conduct business in a courteous and professional manner.
- Supply, inter alia, food, which shall include, but not be restricted to meals, beverages, soft drinks, desserts, cakes and pastries, to the personnel of the Council, Council Members, and to any person (s) as indicated by the COUNCIL from time to time, during normal office hours, for a period of three (3) years of the appointment of the Supplier. (In accordance with the agreed price list refer to the attached).
- Normal Service Time:  
Working Days (Excluding Public Holidays) Monday to Thursday – 07h00 to 16h00 and Friday – 07h00 to 15H30.

### **SERVICE CONDITIONS**

The contract makes provision for:

- 1) Canteen services
  - 2) Catering Services
  - 3) Consumables and supplies as required but excluding alcohol and tobacco product
  - 4) Maintenance of own equipment
- Preparation of snacks, meals, coffee and other beverages to the acceptable food industry standards whilst also ensuring that no food preparation other than that which has been specified or requested takes place on the premises.
  - This Scope of Work shall be undertaken in the manner stated in this document as well as the Service Level Agreement.
  - This Scope of Work is subject to all conditions
  - Keep, maintain and clean the interior of the Canteen, the furniture and fittings therein, the plumbing, air-conditioners, electric light fittings, and electric bulbs in good and proper working order, in line with Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the HPCSA.
  - Ensure that all personnel working under this contract are in good health and pose no health risk to any personnel in the HPCSA.
  - Comply with the HPCSA security and emergency policies, procedures and regulations.
  - Ensure that all work performed, and all vehicles, plant and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the HPCSA.
  - Maintain its equipment in good order so as to comply with the HPCSA's occupational health and safety standards.
  - Ensure that all personnel working under this contract are adequately qualified and trained prior to the commencement of the contract.

- Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and employee name that can be clearly identified from other Service Providers, HPCSA personnel, etc. The HPCSA reserves the right to order the immediate removal of a staff member that does not adhere to this requirement.
- In consultation with HPCSA, ensure all personnel working under this contract are provided with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times.
- Ensure that the HPCSA is informed of any removal and replacement of personnel. For security reasons, the HPCSA reserves the right to vet all personnel working under this contract.
- Ensure the services of pest control are undertaken in line with HPCSA pest control service schedule.
- Ensure thorough cleaning to the canteen and surrounding areas daily.
- Define their modus operandi to the HPCSA with regards to their service providers who deliver supplies to site.
- Provide an on-site manager, available at all times.
- Wash/dry clean tablecloths and overlays used in Canteen/meetings supplied by COUNCIL.
- Provide refuse bags.
- Provide take away containers/packets.
- Keep and maintain all appliances owned and/or hired by COUNCIL and installed in the Canteen at the time of the appointment of the supplier or acquired and/or installed thereafter by COUNCIL in its discretion from time to time, in good and proper working order, in respect of the following items, but not restricted to these items: (Repairs to appliances/equipment would be at Council's cost).
  - ◆ Refrigerator (loose standing)
  - ◆ Under counter refrigerator and freezer
  - ◆ Extractor Fan
  - ◆ Stove
  - ◆ Oven
  - ◆ Other appliances/equipment

b. **The Supplier specifically undertakes to:**

- Carry on exclusively the business of a Canteen and provide and sell for his own account, and at market related prices, items of food, which shall include, but not be restricted to meals, beverages, soft drinks, sweets, cakes and pastries, to the personnel of the COUNCIL, COUNCIL members, and to any person(s) as indicated by the COUNCIL from time to time.
- Obtain a Certificate of Acceptability from the Health Directorate: City of Tshwane Metropolitan Municipality within one (1) month after the commencement date of the agreement. Should the Supplier not be able to obtain such Certificate the Council has the right to cancel the agreement immediately.

- Produce to COUNCIL, on or before the 25th day of each month, proof of sales in two schedules, supported by any point of sales system at the suppliers account, respectively reflecting items purchased or provided to personnel of the COUNCIL, COUNCIL Members, and to any person(s) as indicated by the COUNCIL from time to time, and a schedule reflecting items purchased or provided to persons not being personnel of the COUNCIL, COUNCIL Members, and/or any person(s) as indicated by the COUNCIL from time to time.
  - Cater for any functions for the COUNCIL as requested from time to time subject, to such conditions and payment terms which may be agreed upon from time to time. Such services will be provided as per the attached order form with the required requisition and/or order number.
  - Keep the Canteen, kitchen area, crockery, utensils, appliances, furniture, fixtures and fittings in a clean, tidy and sanitary condition at all times in accordance with the Health Act and other relevant health legislation.
  - Replace any breakage and/or damage caused to the COUNCIL'S crockery and/or cutlery as well as any damage to COUNCIL'S appliances, furniture and fittings, not caused by normal wear and tear.
  - Keep asset list updated and provide Financial Department with list on quarterly basis.
  - Ensure that refuse does not remain in the Canteen and kitchen area, save in the place provided therefore (8 hours clean out).
  - Indicate corrective measures on dealing with complaints or matters brought to their attention.
  - Ensure that any blockage of drains in the kitchen area are attended to; (drains blocked due to negligence i.e oil, food etc will be repaired at providers cost).
  - Ensure that the Suppliers' and/or their employees' action and/or omissions on the premises does not constitute any danger and/or fire hazard, or endanger or damage any part of the premises, or prejudice or render void any insurance relating to the premises or result in an increase in the premium or reduction in the amount or scope of the insurance cover in respect of COUNCIL'S liability over the premises.
- c. **COUNCIL** undertakes to pay a subsidy but not exceeding 20% on all sales to staff members. However, COUNCIL shall not tender payment towards the subsidy on the following items:
- Sales to non-staff members.
  - Any lunches and functions arranged for any meeting of COUNCIL, its members or staff, for which separate arrangements/agreements are made between COUNCIL and the Supplier. The prices for the above will be agreed with COUNCIL, at the beginning of each financial year.

The **HPCSA** shall:

- Conduct business in a courteous and professional manner with the Service Provider.
- Provide appropriate information as and when required by the Service Provider to fulfill their duties.
- Not accept responsibility for any damages or injuries suffered by the Service Provider or their personnel for the duration of the contract if it is deemed to be out of the control of the HPCSA
- Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- Provide fully fitted kitchen facilities, an operations office and a storage facility

HPCSA also provide:

- Electricity
- Water points;
- Geyser;
- Refrigeration;
- Microwave
- Stove

d. **Specifications for menus and platters**

This is a standard menu unless further specified:

**SECTION A - SANDWICH PLATTERS (ALL TO BE SERVED WITH LETTUCE)**

**PLATTER ONE**

Bread: Mixed bread (white, brown, seeded loaves, whole wheat and rye bread)

Fillings: Egg & Mayo/ Cheese, assorted cold meat & Tomato & Cheese/ Chicken Mayo/Smoked Chicken (unless specified).

**BREAKFAST PLATTER**

Muffin, scones, flap jack, croissant and bagels

Fillings: cheese, honey, butter and jam

**SECTION B – FINGER LUNCH PLATTERS**

**PLATTER ONE – MEETING PLATTER**

Meatballs, Samosas, Sausage Rolls, Spring Rolls, Chicken Nuggets, Fish Nuggets, Mini Pizzas, Devilled Eggs.

**PLATTER TWO – EXECUTIVE PLATTER**

Mini Quiches, Buffalo wings, Cocktail ribs, Beef strips, Chicken strips, Cock tail sausage, Mini wraps, Accompanied With various Dip, Crudités (I.E. Gherkins, Olives, Mini Carrots).

### **PLATTER THREE – CHICKEN PLATTER**

Mini Chicken Kebabs, Chicken Nuggets, Chicken Samosas, Chicken Wings, Mini Pita With Chicken Mayo Filling, Chicken Spring Rolls – Served With Various Sauce.

### **PLATTER FOUR – MEAT PLATTER**

Beef Kebabs, Sausage Rolls, Meatballs, Mince Pies, Mince Samosas, Cocktail Sausages, Cocktail Rolls With Cold Meats & Vienna – Served With Bbq Sauce.

### **PLATTER FIVE – ANYTIME PLATTER**

Tramezzini, Wrap, Pita, Mini burgers and Vetkoek  
Fillings: Chicken, Beef, Vegetarian, Fish and Mince

### **PLATTER SIX – FRUIT PLATTER**

Sliced Fruit (Seasonal).

### **PLATTER SEVEN – VEGETARIAN PLATTER**

Vegetable Spring Rolls, Spinach & Feta Phyllo Pies, Mini-Pizza, Vegetable Samosas, Mini Vegetable Quiche, Cheese Puffs.

## **SECTION C – SWEETS: BISCUITS/PASTRY PLATTERS**

### **PLATTER ONE – BISCUIT PLATTER**

Mixed Biscuits (Choc chip, Coffee biscuit, Crunchies, Short bread and Cinnamon)

### **PLATTER TWO – PASTRY PLATTER**

Selection of Mini Tartlets And Pastries (E.G. Mini Cheesecakes, Mini Cupcakes, Mini Meringues, Mini Milk Tarts, Koeksisters, Coconut & Jam Tarts)

### **PLATTER THREE – NIBBLER PLATTER**

Pretzels, Crisps, Sliced Biltong and Droewors, Cold meat and Variety of cheese

### **PLATTER FOUR – DESSERT PLATTER**

Mini Pancakes filled with Banana & Cinnamon Sugar, Mini Brownies, Mini Éclairs & Assorted Mini Chocolates.

## **SECTION D – EXAMPLES OF LUNCHEON MENU OPTIONS**

### **MEAT OPTIONS**

Braised Chops or Steak, Various Stews, Various Curry, Beef Stir fry, Spaghetti & Meatballs, Grilled Sausages/ Boerewors, Mutton Breyani, Various Breedies, Grilled Ribs, Beef Stroganoff, Beef Lasagne, Cottage Pie, Roast Rolled Beef, Bobotie, Braised Liver & Onion, Oxtail

### **CHICKEN OPTIONS**

Chicken Schnitzels, Chicken Stir Fry, Chicken Curry, Chicken Stew, Chicken Kebabs, Chicken Lasagne, Chicken Breyani, Butter Chicken, Roast Chicken, KFC Chicken, Chicken Salad, Livers,

### **VEGETARIAN OPTIONS**

Potato Bake, Grilled Mediterranean Vegetables, Macaroni & Cheese, Spinach & Mushroom Bake, Vegetable Quiche, Vegetable lasagna, Vegetable Stew or Curry

**FISH OPTIONS**

Grilled Fish, Fish Curry, Fish Breyani, Fried Calamari, Seafood Paella, Fish Cakes

**STARCH OPTIONS**

Pap, Rice (i.e. Plain, Sweet Yellow or Savoury), Noodle Bakes, Macaroni & Cheese, Rotis, Garlic Breads, Samp and Dumpling

**VEGETABLE OPTIONS**

Mash Potato, Grilled Vegetables (i.e. pumpkin, butternut, potatoes, brinjal, carrots and peas), Sweet Potato, Potato Chips or Wedges, Mashed Pumpkin, Fried Onions, Gem Squash with Corn, Crumbed or Grilled Mushrooms, Braised Vegetables (i.e. cabbage, green beans, mixed country vegetables) Cauliflower & Broccoli, Creamed Spinach, Lentils

**SALAD OPTIONS**

Carrot & Pineapple, Potato, Green, Three Bean, Chakalaka, Noodle, Tomato & Onion, Beetroot, Lentil & Tomato

**DESSERT OPTIONS**

Chocolate Cake, Cheesecake, Chocolate Éclairs, Peppermint Tart, Fresh Fruit Salad with Cream or Ice Cream, Malva Pudding + Custard, Potato Pudding, Sago Pudding, Bread Pudding, Rice Pudding

**NB: KINDLY INSERT PRICES IN RESPECTIVE PRICE COLUMNS IN ANNEXURES BELOW AS PER SPECIFICATION ABOVE (EXCLUDING VAT)**

ORDER FORM: MEALS/PLATTERS/FINGER LUNCHES								
Department		Support Services						
Name of Meeting:				Venue of Meeting:				
Date of Meeting:				Council's Order No				
Number of Delegates				Time Needed		H		
<b>A. PLATTERS (refer to specifications pages 11 and 12)</b>								
NB: PLATTER ONE Full Platter serves 10 persons & consist of 40 items ½ Platter serves 5 persons and consist of 20 items (i.e. Total of 4 edibles per person)				PRICE	TICK √ SERVICE REQUIRED			
					TOAST	PLAIN	MIXED	½ OR FULL
1	SANDWICH PLATTER (PLATTER ONE)							
NB. PLATTER 2 Full Platter serves 10 persons and consist of 20 items ½ Platter serves 5 persons and consist of 10 items (i.e. 2 edibles per person)				PRICE	TICK √ SERVICE REQUIRED			
2	BREAKFAST PLATTER;							
3	EXTRAS:		QTY	COST /ITEM	-----			
	SCONES WITH FILLING (CHEESE)							
	CROISSANTS WITH FILLING (CHEESE/MEAT)							
	MUFFINS (MIXED FLAVOURS)							
	MINI JAMS & BUTTER TUBS							
<b>B. FINGER LUNCHES (6 Edibles per person)</b> Serves 10-12 People per platter				PRICE	QTY		½ OR FULL	
1	MEETING PLATTER							
2	EXECUTIVE PLATTER							
3	CHICKEN PLATTER							
4	MEAT PLATTER							



5	FRUIT PLATTER (SPEC ATTACHED)			
6	VEGETARIAN PLATTER (SPEC ATTACHED)			
7	ANYTIME PLATTER			
<b>C. SWEETS : BISCUITS/PASTRY PLATTERS</b>		<b>PRICE</b>	<b>QTY</b>	<b>½ OR FULL</b>
1	FULL PLATTER BISCUITS (FULL =30 biscuits OR ½ =15 biscuits)			
2	PASTRY PLATTER (SPEC ATTACHED)			
3	NIBBLER PLATTER (SPEC ATTACHED)			
4	DESSERTS			
<b>D. COMMITTEE LUNCHES (NOT SUBSIDISED)</b>				
<b>Number of Delegates</b>		<b>Time Needed</b>		
<b>A LA CARTE LUNCH (PER PERSON)</b>		<b>PRICE</b>	<b>√ SERVICE REQUIRED</b>	
2 x Meat (200 gm) , 2 x Starch (120 gm), 2 x Vegetables (80 gm), 2 x Salad (80 gm), 1 x Dessert,				
X 1 Juice (Fresh) <b>OR</b> X1 Can soft drink <b>OR</b> X1 Bottled Water				
Please <b>Specify Qty</b> of any specific <b>Dietary Requests:</b> <b>HALAAL =</b> <b>KOSHER =</b> <b>VEGETARIAN =</b>				

**LUNCHES FOR STAFF**

(Prices to be based on menu specification. Refer to Section D examples of luncheon menu options

<b>A Class Menu = R</b>		<b>B Class Menu = R</b>
Protein = 200g		Protein = 200g
Starch = 120g		Starch
Served with 2 salads 80g & 1 veg 80g		1 salad 80 gm and 1 Veg 80 gm
<b>C Class Menu = R</b>		
Protein = 200g		
Starch		

**INDIVIDUAL PORTIONS**

Meat Portion	=	R.....
¼ Chicken	=	R.....
Fish	=	R.....
Starch	=	R.....
Vegetable	=	R.....
Salad	=	R.....

<b>BREAKFAST OPTIONS</b>			
<b>DESCRIPTION</b>	<b>PRICE PER-HEAD</b>		
	<b>R</b>	<b>c</b>	
<b>BREAKFAST Option 1</b>			
<b>PLEASE PROVIDE ONE PRICE FOR EACH OPTION PER HEAD</b>			
Chilled fruit juice			
Sliced seasonal fruits			
Yogurts with cereals & muesli			
Toast/rolls/Croissants			
Danish pastries with butter and margarine			
Honey , jams and marmalades			
Cold cuts and ham			
Cheese and fruits			
<b>BREAKFAST Option 2</b>			
Full English breakfast			
Cold selection			
<b>BREAKFAST Option 3</b>			
Scrambled egg and Salmon			
Cocktail sausages			
Steak and Kidney			
Macon and mushroom kebabs			
Farmhouse Rosti's			

Toast		
Mini Danish pastry's		
Open sandwiches		

**(EXTRA IF PREFERRED)**

Vienna	=	R.....
Russian	=	R.....
Wors	=	R.....
Egg	=	R.....
Tomato slice	=	R.....
Cheese	=	R.....

**FRENCH FRIES**

Full Portion	=	R.....
½ Portion	=	R.....
¼ Portion	=	R.....

**SANDWICHES**

		<b>PLAIN/TOASTED</b>
X1 slice	=	R.....
Cheese	=	R.....
Cheese & Tomato	=	R.....
Bacon & Egg	=	R.....
Ham & Egg	=	R.....
Ham, Cheese & Tomato	=	R.....
Cheese /egg/ham	=	R.....
Tuna Mayonnaise	=	R.....
Anchovy (per slice)	=	R.....
Marmite (per slice)	=	R.....
Marmalade (per slice)	=	R.....
Extra Filling	=	R.....

**BURGERS**

Ham Burger	=	R.....
Cheese Burger	=	R.....
Double Burger	=	R.....
Egg Burger	=	R.....
Steak Burger	=	R.....
Chicken Burger	=	R.....
Cheese and Egg Burger	=	R.....

**RESALE ITEMS**

Cold drinks	=	R.....
Juices	=	R.....
Energy drink	=	R.....
Appletiser / Grapetiser	=	R.....
Mineral Water	=	R.....
Yoghurt	=	R.....
Simba Chips	=	R.....

**OTHER**

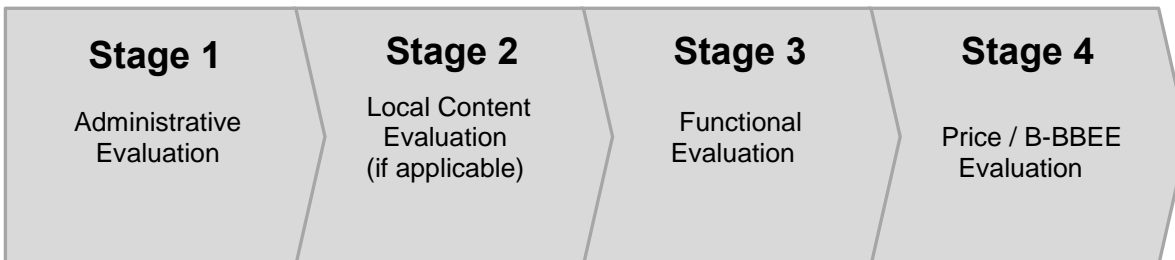
.....	=	R.....
.....	=	R.....
.....	=	R.....
.....	=	R.....

**Note: In addition to the above the service provider should provide healthy option menu through pre orders.**

## 6. PART 6 - Evaluation Process

This tender will be evaluated in accordance with the Preferential Procurement Regulations of 2018. 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:

Mandatory Document	Checklist
Duly completed HPCSA supplier declaration form (Certified by Commissioner of Oath)	
Proof of payment of the bid document to be included in the tender	
Original of Certified copy of the company Registration Certificate	
Proof that the bidder's tax affairs are in order with SARS (e.g. Valid Tax Clearance Certificate or Status Pin number document)	
A copy of the Company Profile	
Copy of latest financial statement	
Proof of public liability (Certified copy of Insurance Policy)	
Certified copy of a Letter of Good Standing from Department of Labour in respect of Compensation for Occupational Injuries and Disease Act (COIDA).	

Original or Certified copy of a Certificate of Compliance from the Department of Labour in respect of Unemployment Insurance Fund (UIF).	
Detailed list of current and completed contracts (if any) over the last 3 years	
Current commitment of the Service Provider with regards to other services	
Certified ID copies of shareholders	
Management plan – The Service Provider must submit together with this tender, a complete management plan in which, at least the following must be included: <ul style="list-style-type: none"> <li>• Recommended number of personnel;</li> <li>• Indication of any statutory and legislative compliance required;</li> </ul>	
All applications should consist of one (1) original document as well as five (5) copies of Tender	
SBD4 – Declaration of Interest <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 3A: 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

A total point of **100 points** are allocated for functionality. Bidders who obtain less than threshold of **70 points** will be declared non-responsive and will be eliminated from further evaluation.

TECHNICAL EVALUATION CRITERIA					
CRITERIA	SUB-CRITERIA				POINTS
<b>Organisational experience and capability</b>	A Catering Services Experience in an environment similar to the HPCSA, Proof should be in the form of a reference letters: <ul style="list-style-type: none"> <li>• Name of client</li> <li>• Position</li> <li>• Contact telephone numbers</li> <li>• Description of service provided (number of people catered for and number of meeting/events catered for)</li> <li>• Period over which service provided</li> </ul>				40
	Less than 2 years	2 to 3 years	3 to 5 years	5 and above	
	0	15	30	40	
<b>Contactable Reference Letters</b>	Proof should be in the form of a reference letters as stated above:				10
	1	2	3		
	2	5	10		
<b>Qualified Chef</b>	Curriculum Vitae. The person will be in charge and to remain permanently on site for duration of contract. Bi monthly customer surveys to be conducted to monitor quality of food and service				30
<b>Service Delivery</b>	Experience and track record of successful delivery in events of this nature. Proof should be in a form of a company profile:				20
	1 to 50 people	50 to 100	100 to 150	150 and above	
	5	10	15	20	
<b>TOTAL</b>					<b>100</b>

All bids that qualify for this stage of the evaluation process are considered acceptable bids/tenders and will then move to stage 3B technical due diligence (site inspection).

## 6.4 Stage 3B: Technical Due Diligence

This **stage** of evaluation is based on site inspection/ presentation to the shortlisted bidders, which will be evaluated as follows:

A total point of **30 points** are allocated for the site visit. Bidders who obtain less than threshold of **25 points** will be declared non-responsive and will be eliminated from further evaluation.

TECHNICAL EVALUATION CRITERIA		
CRITERIA	SUB-CRITERIA	POINTS
Site Visits to existing suppliers/Presentation	Supplier will be required to prepare and do an actual presentation of meals, sandwiches and platters to be served. (Taste, Quality of food and presentation would be taken into account).	30
<b>TOTAL</b>		<b>30</b>

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.

## 6.5 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.

### 6.4.1 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**; and
- 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

**NB: Kindly sign each page of general and special conditions of contract**

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

- Payment to the service provider will be made within 30 days from receipt of original and valid invoice.
- No upfront payment will be made to the service provider.
- Should the Council 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.
- All risks relating to food poisoning, food malpractice and the consequences thereof will be the responsibility of the service provider.
- Any food ordered from the outside, HPCSA reserve the right to pre-approve the service provider.
- HPCSA will not pay Management fee

<b>7.1</b>	<b>CANTEEN SERVICES</b>
7.1.1	Establishment and operation of a canteen on the HPCSA premises, utilizing the allocated area for the supply of a set menu of basic meals, beverages and other items on a daily basis
7.1.2	Operation of the canteen will be from 07:00 to 16:00 on Monday to Thursdays and 07:00 to 15:30 on Fridays, excluding Public Holidays.
7.1.3	Operation of the canteen outside the standard hours shall be by special arrangement between the HPCSA and the Service Provider.
7.1.4	Provide a few options of 'Meals-of-the day' at a competitive price.
7.1.5	Provide adequate equipment, cutlery and crockery for use by the HPCSA at no extra cost.
7.1.6	Provide suitable disposable containers for the serving of food & beverages.
7.1.7	Use only fresh ingredients in the food preparation and ensure that no items that are beyond the expiry date are used and offered.
7.1.8	All foods/meals must be of an exceptionally high standards.
7.1.9	The purchase price of the items should be offered at competitive market related level.
7.1.10	The HPCSA reserves the right to compare prices.
7.1.11	Provide catering equipment that is of acceptable industry standards.

<b>7.2</b>	<b>FIT OUT OF CANTEEN PREMISES:</b>
7.2.1	The Service Provider will be responsible for the general up-keep of the facility occupied. The HPCSA will conduct regular inspections of the facility to ensure adherence to standards prescribed by the OHS and Statutory Building regulations
7.2.2	All furniture & fittings supplied by and installed by the services provider needs to be approved by the HPCSA Facilities Department
7.2.3	On termination of the contract the HPCSA has the right to claim re-inslltatement costs
7.2.4	No renovations will be authorized without the HPCSA's written approval.
7.2.5	The Service Provider reserves the right of admission to the canteen area.
<b>7.3</b>	<b>CATERING SERVICE</b>
7.3.1	Provide a catering service for the conference centre, internal meetings and ad-hoc functions on request. Nothing however, prevents the HPCSA from ordering from external service providers.
7.3.2	Delivery of meals to the conference centre, internal meetings & ad- hoc functions within the prescribed time frames.
7.3.3	Provide meals in a presentable manner to clients.
7.3.4	Provide adequate catering equipment, cutlery and crockery.
7.3.5	Remove catering equipment and clean/tidy up of the venue at the end of functions/meetings.
7.3.6	This cost to cater must be agreed upon between the Service Provider and the respective client of the HPCSA (by invoice).
7.3.7	The HPCSA reserves the right to obtain catering for special functions and meetings from other local suppliers.
<b>7.4</b>	<b>PREPARATION AND STANDARDS</b>
7.4.1	The meals/beverages served will be of high quality and prepared in a clean and hygienic manner in accordance with all health and safety regulations.
7.4.2	Service provider must apply healthy options like salads and offer variety for vegetarians and halaal foods amongst others.
<b>7.5</b>	<b>CLEANING OF THE AREAS:</b>
7.5.1	Service Provider is to remove all waste (wet or dry) on a daily basis. Waste must be appropriately packaged for disposal with the use of proper refuse bags.
7.5.2	The Service Provider shall provide bins/containers.
<b>7.6</b>	<b>FOOD PRICES:</b>
7.6.1	All menu items are to be individually priced for sale.
7.6.2	Tender prices are to be fixed for the first 12 months and only one escalation per year will be accepted.

7.6.3	Any food price increase is to be agreed upon with the HPCSA prior to implementation.
<b>7.7</b>	<b>STORAGE:</b>
7.7.1	The Service Provider shall maintain a stock of consumables in the store, at their own risk, provided that all local council by laws and the Occupational Health and Safety Act are adhered to.
7.7.2	The HPCSA shall not be responsible or liable for any loss or damage to the Service Provider's stock of consumables and equipment stored on the HPCSA's premises under any circumstances.
7.7.3	Stocktaking must be executed in a manner so as not to affect the services provided to the HPCSA.
<b>7.8</b>	<b>PRICING:</b>
7.8.1	For evaluation purposes the Service Provider is required to provide detailed pricing.
7.8.2	All other pricing assumptions excluded, and unknown costs must be clearly documented.
<b>7.9</b>	<b>CONTRACT PERIOD:</b>
7.9.1	The contract shall be for a 36 months period. The commencement date will be no later than 30 days from the date of the issue of the letter of acceptance.
7.9.2	Either party may cancel the contract at any given time by giving 90 days' notice in writing to this effect.
7.9.3	The extension/cancellation of the contract may not be affected without prior approval of the HPCSA's.
7.9.4	The HPCSA reserves the right not to award this tender to any HPCSA's employee/contractor/consultant or their direct family.
<b>7.10</b>	<b>OCCUPATIONAL HEALTH AND SAFETY:</b>
7.10.1	The successful Bidder shall comply with <ul style="list-style-type: none"> <li>1. the Compensation for Occupational Injuries and Diseases Act (<b>must be registered</b>),</li> <li>2. Occupational Health and Safety Act and their Regulations, as amended, from time to time. (Special note must be taken of all HPCSA policies and procedures relevant to the service and compliance.)</li> <li>3. Regulations Governing General Hygiene Requirements or Food Premises and the Transport of Food.</li> </ul>
<b>7.11</b>	<b>INDUSTRIAL RELATIONS:</b>
7.11.1	The Service Provider must ensure that they comply with the minimum wage requirement as prescribed by law and all other Labour Relations Acts.

<b>7.12</b>	<b>WATER, ELECTRICITY &amp; TELEPHONE FACILITY:</b>
7.12.1	The cost of the water and electricity consumptions by the Service Provider will be for the HPCSA's account.
7.12.2	The HPCSA will provide a telephone point in the canteen area. All costs associated with, calls, will be for the account of the Service Provider. The Service Provider will be billed on a monthly basis.
<b>7.13</b>	<b>REFERENCES:</b>
7.13.1	The HPCSA reserves the right to request references pertaining to the outsourced services from the Service Provider.
<b>7.14</b>	<b>OFF-SITE PREPARATION FACILITY:</b>
7.14.1	In the event of meals being prepared off-site, the HPCSA reserves the right to inspect such facilities to ensure compliance with the Occupational Health and Safety Act.

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

### **TABLE OF CLAUSES**

1. Definitions
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## 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 that 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.

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**

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 HPCSA with the following information:
- (a) the name and address of the supplier and/or person restricted by the purchaser;
  - (b) the date of commencement of the restriction;
  - (c) the period of restriction; and
  - (d) 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 - 39 -ubsidized 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 willful 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**







## HDI INFORMATION

Explanation of abbreviations used in the following tables:

Capacity		HDI status	
Director	D	HDI	H
Partner	P	Women	W
Member	M	Disabled	D
Priority	R		
Other	O		

Proof of disability provided by a recognized institution in the case of handicapped persons must be supplied.

**NB: certified copy of shareholder certificates or proof of ownership must be supplied**

Complete the following for the shareholders who are actively involved in the management and daily business operation of the business.

**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

Disabled (permanent impairment of a physical, intellectual or sensory function resulting in restricted or lack of ability to perform in a manner considered in a manner considered normal for a human being).

Are you actively involved in the management and daily business operations of the business? (please provide a written breakdown e.g. company profile).

**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 2019 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.

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**Signature: Applicant on behalf of supplier**

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**Signature: Commissioner of Oath**

Commissioner of Oath Official Stamp:

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## 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 – SBD4

# Annexure C – SBD 8



# Annexure D– SBD9

# Annexure E – SBD 6.1