



**STANDARD TERMS AND CONDITIONS FOR SUBMISSION AND
EVALUATION OF PROPOSAL:**

2011 GAUTENG PROVINCE TOWING RFP

Standard Terms and Conditions for the RFP

1. **RESPONSIBILITY FOR PERFORMANCE**

Irrespective of the Scope of the Services as set out and described in this RFP, a successful Supplier shall take full responsibility for the performance of its offered Services against the applicable requirements. Where any Service or condition differs from the requirements, it shall be the sole responsibility of the Supplier to bring this to the attention of Santam.

2. **OVERALL RESPONSIBILITY**

The Supplier shall take the overall responsibility for the supply of the Services responded to in this RFP. The successful Supplier shall not appoint a sub-contractor in respect of the supply of Services responded to this RFP without the prior written consent of Santam.

3. **INTERPRETATION OF THIS RFP**

Should there be any difference between Santam and the Supplier regarding the interpretation of any provision of this RFP, the Supplier shall accept Santam's interpretation thereof.

4. **COSTS FOR PREPARING PROPOSALS**

The Suppliers shall bear all costs relating to the preparation, presentation and demonstration of the submission contained in their respective Proposals and Santam shall not have any liability in respect of such costs.

5. **PREPARATION AND SUBMISSION OF PROPOSALS**

Who may submit Proposals?

Only Suppliers who are affiliated to a Gauteng Tow Association and Companies may submit Information. Any individual that does not belong to a Gauteng Tow Association will be disqualified and its information will neither be considered nor evaluated, unless written confirmation of membership is received by Santam prior to any contracting process.

6. PREPARATION OF THE PROPOSAL AND RELATED DOCUMENTS

- 6.1 Make use of the online application link.
- 6.2 Ensure that all relevant fields on the electronic application are completed and submitted. Failure to do so will disqualify you from the process.
- 6.3 Short-listed companies will be contacted to provide supporting documentation for evaluation and verification purposes.
- 6.4 Important Milestones

Activity	Date
RFP Closing Date	16 th September 2011

7. SUBMISSION OF PROPOSALS

- 7.1 Proposals must be submitted so as to ensure that Santam receives them not later than the closing time and date specified for their receipt in accordance with the directives set out in paragraph 7.2 below.
- 7.2 The Proposal must be submitted and received by Santam on 16th September 2011 no later than 5pm.

8. SUBMISSION OF PROPOSALS BY FAX OR TELEGRAPH

Proposals shall be submitted via the on-line application link. Should this means of submission not be possible by a supplier/s, the acceptance of proposals by fax or hardcopy will be at the sole and absolute discretion of Santam.

9. ALTERNATIVE PROPOSALS

No Alternative proposals will be considered.

10. **LATE SUBMISSION OF PROPOSALS**

- 10.1 Proposals are late if they are submitted after the closing time indicated in this RFP.
- 10.2 A late Proposal will not be considered.
- 10.3 Notwithstanding the foregoing provisions of paragraph 10.2 above, a late Proposal may be considered for acceptance at the sole and absolute discretion of Santam.

11. **CONSIDERATION OF PROPOSALS**

- 11.1 All Proposals duly submitted will be taken into consideration by Santam and will be evaluated.
- 11.2 Santam may, during and after the evaluation of the Proposals and in its sole and absolute discretion, decide to:
 - a) Accept one or more Proposals;
 - b) Accept a Proposal other than the lowest priced Proposal;
 - c) Accept no Proposal;
 - d) Consider or accept any Proposal not conforming to the requirements of this RFP;
 - e) Refuse to consider any Proposal not conforming to the requirements of this RFP;
 - f) Ask any Supplier to supply further information after the closing date;
 - g) Cancel this RFP or any Part thereof at any time;
 - h) Award the contract pursuant to this RFP or any Part thereof to any one or more Suppliers; or
 - i) Re-issue this RFP at any time after the closing date.
- 11.3 Santam's decision/s regarding the acceptance or non-acceptance of a Proposal shall be **final** and Santam is not obliged to furnish any reason for such decision.

12. **PRICE**

Suppliers must submit pricing in the format as specified in the online application

13. **ADJUDICATION OF PROPOSALS**

Proposals shall be considered and evaluated against a pre-determined evaluation value structure determined by Santam. All Suppliers shall provide all information requested in this RFP in order to facilitate the evaluation process. Suppliers shall strictly adhere to the instructions stated in this RFP.

14. **CLARIFICATION AND ADDITIONAL INFORMATION**

14.1 Should a Supplier not supply all the information required in this RFP, or the information supplied is regarded as inconsistent with the rest of the other information supplied in the Proposal, Santam shall have the right to require such Supplier to supply such information within a period not exceeding 7 calendar days.

15. **REQUESTS FOR CLARIFICATION / ADDITIONAL INFORMATION**

15.1 Additional information will be provided at the discretion of Santam where Santam also reserves the right to provide the same information to all other interested suppliers. Where applicable, Santam shall make all reasonable efforts to respond to enquiries within 48 hours.

15.2 Any questions received after the cut-off time shall not be entertained and /or addressed.

15.3 Santam does not accept any responsibility or liability, should a Supplier fail to receive such response.

16. CONCLUSION OF AGREEMENT

- 16.1 After Santam has evaluated the Proposals and has decided on the Proposal(s), which is/are acceptable to it, Santam will notify the Supplier (s) who has(ve) submitted such Proposal(s) of Santam's conditional acceptance of its Proposal by way of a Letter of Acceptance ("LOA"). The LOA shall not constitute, and shall not be construed, as a final acceptance of the Supplier's Proposal and shall not constitute a binding agreement between Santam and the Supplier with regards to the contents thereof.
- 16.2 Once the successful Supplier has been notified of the conditional acceptance of its Proposal, Santam may enter into negotiations with that Supplier to conclude an agreement on which basis the Supplier will supply the Services to Santam.
- 16.3 Notwithstanding Santam's notification to the Supplier of Santam's conditional acceptance of the Supplier's Proposal and the entering into negotiations with the view of concluding an agreement, Santam shall not be bound to enter into such agreement with the Supplier should the negotiations fail to produce the conditions acceptable to Santam.