1 PRECEDENCE

These Standard Terms and Conditions shall be read in conjunction with the terms and conditions of the agreement that will be concluded by Standard Bank and the Supplier pursuant to this RFP, which agreement shall be on the terms and conditions substantially similar to those contained in the draft agreement in Part IX of this RFP. In the event of a conflict between the provisions of Part IX and these Standard Terms and Conditions for the Submission of the Proposals, these Standard Terms and Conditions shall prevail.

2 RESPONSIBILITY FOR PERFORMANCE

Irrespective of the Scope of the Services or Technical Specifications as set out and described in Part II of this RFP, a successful Supplier shall take full responsibility for the performance of its offered Technical Specifications, Product, Services and materials against the applicable requirements. Where any offered Technical Specification, equipment, Service or condition differs from the requirements, it shall be the sole responsibility of the Supplier to bring this to the attention of Standard Bank.

3 OVERALL RESPONSIBILITY

The Supplier shall take the overall responsibility for the supply of the Services or Product pursuant to this RFP. In the event that the Supplier appoints a sub-contractor to perform some of the Supplier’s obligations in terms of the agreement that will be concluded pursuant to this RFP, the Supplier shall remain solely responsible for the performance of such obligations and shall assume the responsibility of the sub-contractor for the execution and completion of such obligations. Notwithstanding the aforesaid, the successful Supplier shall not appoint a sub-contractor in respect of the supply of the Product and/or Services pursuant to this RFP without the prior written approval of Standard Bank.

4 INTERPRETATION OF THIS RFP

Should there be any difference between Standard Bank and the Supplier regarding the interpretation of any provision of this RFP, the Supplier shall accept Standard Bank’s interpretation thereof. The Supplier accepts that the Standard Terms and Conditions contained in Part VIII and Part IX of this RFP shall form the basis of the agreement on which the Supplier shall supply the Services and/or the Product to Standard Bank should Standard Bank accept the Supplier’s Proposal. And the Supplier acknowledges that it is fully conversant with the provisions of these Standard Terms and Conditions and such terms and conditions of Part IX.

5 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 Standard Bank shall not have any liability in respect of such costs.

6 PREPARATION AND SUBMISSION OF PROPOSALS

6.1 Who may submit Proposals

Only Suppliers who have received this RFP from Standard Bank and have been invited to submit Proposals may submit Proposals. Standard Bank has made a list of Suppliers who have been invited to submit Proposals and any entity that submits a Proposal and does not appear on the aforesaid list will be disqualified and its Proposal will neither be evaluated nor considered.

6.2 Use of correct Request for Proposal Number

The number of this RFP must be written on any envelope or cover, which contains the Proposal in response to this RFP.

6.3 Preparation of the Proposal and Related Documents

Suppliers must, when preparing their Proposals for submission, do the following:

- 6.3.1 Make use of the prescribed documents included in this RFP;
- 6.3.2 Insert prices and all other required information in the appropriate spaces on such prescribed documents and not include special conditions;
- 6.3.3 Furnish all further information called for in this RFP and supply pamphlets, samples, etc., where required;
- 6.3.4 Submit the Proposal with the original sequence of pages of this RFP;
- 6.3.5 Complete all Proposals in the format stipulated in this RFP;
- 6.3.6 Submit one Master Copy of the Proposal, containing all original signatures of duly authorised persons, as well as three copies of the Proposal unless otherwise stated; and
- 6.3.7 Ensure that all relevant information and documentation is submitted with the Master Copy as well as the required copies.

6.4 Submission of Proposals

- 6.4.1 Proposals must be submitted so as to ensure that Standard Bank receives them not later than the closing time and date specified for their receipt in accordance with the directives set out in paragraph 6.4.2 below.
- 6.4.2 The Proposal must be submitted individually in sealed envelopes, addressed and delivered to:

The Standard Bank of South Africa Limited
Supply Chain Management Services
Standard Bank Centre
Mail Delivery and Receipt Office
Ground Floor
No 5 Simmonds Street
Johannesburg

ATTENTION:
RFP reference number:
Supplier name:

6.4.3 The Proposal must be placed in the wooden box marked “TENDERS” and the return register attached to the box must be completed. Please note that the opening in the box is 9cm x 40cm. Individually wrapped Proposals in excess of this size will not be accepted at the counter. Furthermore, any brochures should only be made available on request.

6.5 Preparation and Marking of Covers and/or Envelopes

Suppliers must address each envelope containing the Proposal or part thereof in accordance with the directives contained in this RFP or issued with this RFP and must be lodged in separate sealed envelope or cover with the name and address of the Supplier, the number of this RFP and the closing date indicated on the envelope or cover. The envelope or cover must not contain documents relating to any Request for Proposal or any other matter other than that shown on the envelope or cover.

6.6 Submission of Proposals by Fax or Telegraph

No Proposal shall, unless this RFP expressly provides otherwise, be submitted by fax or e-mail. Any Proposal submitted by e-mail, facsimile or similar medium will not be
considered and will be disqualified. Notwithstanding the foregoing, photocopies of Proposals or photocopies of faxes which are submitted in the prescribed manner and in which the relevant forms and certificates are signed in black ink after being copied will be accepted as valid.

6.7 Specifications

6.7.1 Referenced Specifications

Where this RFP refers to any South African Bureau of Standards specifications, Suppliers must not consult Standard Bank regarding such specifications but must directly consult the South African Bureau of Standards regarding such specifications. Manuals or books that contain such specifications may be purchased from the South African Bureau of Standards or any of its branch offices.

6.7.2 Technical Specifications

Where Standard Bank requires compliance with any Technical Specifications or Standards referred to in this RFP, these shall be supplied with this RFP. If such Technical Specifications are not included in this RFP, the Supplier shall request such Technical Specifications from the technical division of Standard Bank referred to in Part III of this RFP.

6.7.3 Technical Reference

Any technical enquiries relating to this RFP should be directed to the technical contact person whose details appear in Part III of this RFP.

6.8 Alternative Proposals

Despite the fact that Standard Bank will prefer Suppliers to submit Proposals in accordance with the specification(s) of this RFP, Standard Bank may, in its sole and absolute discretion, accept Proposals that are almost but not strictly in accordance with the specification(s). Suppliers must submit alternative Proposals on photocopies or separate copies of this RFP, unless Standard Bank directs otherwise.

7 LATE SUBMISSION OF PROPOSALS

7.1 Proposals are late if they are received at the address indicated in this RFP after the closing time indicated in this RFP.

7.2 A late Proposal will not be considered and where practicable it will be returned unopened to the sender, accompanied by an explanation.

7.3 Notwithstanding the foregoing provisions of paragraph 7.2 above, a late Proposal may be considered for acceptance at the sole and absolute discretion of Standard Bank.

8 PROPOSALS RECEIVED OPEN OR WITHOUT THE RFP NUMBER ON THE ENVELOPE OR COVER

Proposals received in sealed envelopes or covers with the relevant RFP number on the envelopes or covers will be kept unopened in safe custody until the closing time for the submission of Proposals stated in this RFP. Where, however, a Proposal is received open it will be sealed. If it is received without the RFP number on the envelope or cover it will be opened, the RFP number ascertained, the envelope or cover sealed and the RFP number written on the envelope or cover.

9 CONSIDERATION OF PROPOSALS

9.1 All Proposals duly submitted will be taken into consideration by Standard Bank and will be evaluated.

9.2 Standard Bank may, during and after the evaluation of the Proposals and in its sole and absolute discretion, decide to:

9.2.1 Accept one or more Proposals;

9.2.2 Accept a Proposal other than the lowest priced Proposal;

9.2.3 Accept no Proposal;

9.2.4 Consider or accept any Proposal not conforming with the requirements of this RFP;

9.2.5 Refuse to consider any Proposal not conforming with the requirements of this RFP;

9.2.6 Ask any Supplier to supply further information after the closing date;

9.2.7 Cancel this RFP or any Part thereof at any time;

9.2.8 Award the contract pursuant to this RFP or any Part thereof to any one or more Suppliers; or

9.2.9 Re-issue this RFP at any time after the closing date.

9.3 Standard Bank’s decision(s) regarding the acceptance or non-acceptance of a Proposal shall be final and Standard Bank is not obliged to furnish any reason for such decision.

10 QUANTITY AND PRICE

10.1 Minimum Quantity

Any quantities indicated in this RFP or in the Proposal, whether qualified or not, will be for evaluation purposes only. Standard Bank does not undertake to purchase any minimum quantity of the Product from the successful Supplier. Standard Bank will, accordingly, not be bound by any representation regarding quantities to be purchased, unless expressly agreed in writing and signed by the duly authorised representative of Standard Bank. For clarity, the quantity of Product that Standard Bank wants to purchase will be set out in the orders for the supply of the Product, which orders Standard Bank may, in its sole and absolute discretion, change before the Product requested in such order is delivered to Standard Bank by the Supplier.

10.2 Prices

Standard Bank prefers that the Suppliers must give firm prices in their Proposals. For the purposes of this RFP “firm prices” are prices at which the Supplier will supply the Product and/or the Services to Standard Bank without any adjustment thereto for any reason whatsoever, during the duration of agreement that Standard Bank will conclude with the Supplier after accepting such Supplier’s Proposal. Standard Bank will in this regard prefer that prices be firm for a period of at least 36 (thirty-six) months.

10.3 Price Escalation

Should the Supplier not quote a firm price in the Proposal, the Supplier must provide a suitable and simple escalation formula to determine how their prices will be escalated.

10.4 Price Schedules

Suppliers must submit a price schedule in which they set out the total cost breakdown of the prices they have quoted in their Proposals.

11 ADJUDICATION OF PROPOSALS

Proposals shall be considered and evaluated against a predetermined evaluation value structure determined by Standard Bank. 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.

12 CLARIFICATION AND ADDITIONAL INFORMATION

12.1 Should a Supplier not supply all the information required in this RFP, or the information supplied be regarded as inconsistent with the rest of the other information supplied in the Proposal, Standard Bank shall have the right to require such Supplier to supply such information within a period not exceeding [Insert number] calendar days. Notwithstanding the foregoing, Standard Bank is not obliged to request the additional information and may elect to follow any of the provisions of this RFP dealing with Proposals not conforming to the requirements of this RFP.

12.2 In the event that a Supplier fails to supply the information required, as contemplated in paragraph 12.1 above, or the information supplied be regarded as inconsistent with the rest of
13 SUPPLIERS CONFERENCE

13.1 All Suppliers shall ensure that their suitably qualified representatives will attend the Suppliers Conference scheduled to be held as follows:

Date: ____________________________
Time: ____________________________
Venue: ____________________________

13.2 A Supplier shall be represented by a maximum of 2 (two) delegates.

13.3 All questions with regard to the information required in this RFP must be submitted by facsimile for the attention of, [Insert name] at fax number __________ not later than [Insert time] on [Insert Date] or by e-mail to the following e-mail address ……@standardbank.co.za [Insert e-mail address].

13.4 All questions and answers with regard to this RFP shall be made available to the Suppliers at the Suppliers Conference. Any questions received after the cut off time are not going to be entertained and / or addressed.

13.5 Questions may be raised at the Suppliers Conference and Standard Bank shall make its response thereto available for collection by all Suppliers from the nominated Standard Bank representative. All Suppliers will, in this instance, be notified of the availability of such response by fax. Standard Bank does not accept any responsibility nor liability should a Supplier fail to collect such response.

14 EVALUATION CRITERIA

Standard Bank’s evaluation team will evaluate Proposals in terms of, inter alia, the following criteria, in no particular order, using predetermined qualitative and quantitative methods:

14.1 Price and Unit Costs;
14.2 Local Value Add;
14.3 Black Economic Empowerment;
14.4 Agreement to the terms and conditions contained in Part IX;
14.5 Quality Requirements;
14.6 Technical support, including but not limited to, installation, maintenance, contract management and software configuration;
14.7 Service Levels; and
14.8 Financial strength and viability.

15 CONCLUSION OF AGREEMENT

15.1 After Standard Bank has evaluated the Proposals and has decided on the Proposal, which is acceptable to it, Standard Bank will notify the Supplier who has submitted such Proposal of Standard Bank’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 Standard Bank and the Supplier with regard to the contents thereof.

15.2 Once the successful Supplier has been notified of the conditional acceptance of its Proposal, Standard Bank may enter into negotiations with that Supplier to conclude an agreement on which basis the Supplier will supply the Product and/or the Services to Standard Bank. Such agreement will be based on the terms and conditions substantially similar to those set out in the draft agreement in Part IX of this RFP. Standard Bank shall not, under any circumstances accept the Supplier’s terms and conditions or standard agreement or any agreement whatsoever from the Supplier as the basis for the aforesaid negotiations.

15.3 Notwithstanding Standard Bank’s notification of the Supplier of Standard Bank’s conditional acceptance of the Supplier’s Proposal and the entering into negotiations with the view of concluding an agreement, Standard Bank shall not be bound to enter into such agreement with the Supplier should the negotiations fail to produce the conditions acceptable to Standard Bank.

16 FINANCIAL DUE DILIGENCE

16.1 Suppliers must submit their audited financial statements for the 3 (three) financial years preceding the submission of the Proposals in response to this RFP, or since the registration of the Supplier’s organisation if the Supplier has been in existence for less than 3 (three) years.

16.2 In addition to the submission of audited financial statements by a Supplier, the following audited financial statements must be submitted under the following circumstances:

16.2.1 Those of the main or controlling partner or shareholder in respect of a partnership or joint venture that has been in existence for a period of less than 3 (three) years;
16.2.2 Those of original equipment manufacturer or Licensor in respect of a Supplier who is an agent, distributor or licensee where such agent, distributor or licensee has been in existence for a period of less than 3 (three) years.

16.3 The submitted financial statements shall be audited and shall consist of the following:

18.3.1 Income Statements;
18.3.2 Balance Sheets;
18.3.3 Directors’ Reports;
18.3.4 Auditors’ Reports; and
18.3.5 Cash Flow Statement or Management Accounts

17 INTEREST IN STANDARD BANK

The Supplier shall provide a statement, as contained in Part VII of this RFP, that none of its employees, directors or officers have any involvement or interest in Standard Bank and similarly that no Standard Bank employee/s has/have any involvement or interest in the Supplier’s business.

18 SUPPLIER’S INFORMATION

The Supplier shall submit as part of its Proposal, information about the Supplier in the form attached in Part IV of this RFP.

19 BLACK ECONOMIC EMPOWERMENT

Standard Bank supports and is committed to the Black Economic Empowerment (“BEE”) objectives set out in the Broad-based Black Economic Empowerment Act 53 of 2003 (“the BEE Act”), South African Government’s Black Economic Empowerment Strategy Document (“BEE Strategy Document”) and the Financial Sector Charter of 2003 (“the FSC”). Standard Bank requires all its suppliers to support the FSC’s objectives and to assist Standard Bank to meet its obligations under the FSC. Suppliers must note that their BEE status shall be used as an important part of the evaluation criteria for this RFP. In this regard, all Suppliers are required to indicate as part of their response to Part X to this RFP their own provisions for BEE, focusing on their involvement, current and planned, with Black Enterprises and/or Black Empowered Enterprises (as defined in the BEE Strategy Document), and black professionals as set out below:

19.1 Shareholding

The Supplier must provide details of the extent to which black people hold beneficial shareholding in the Supplier or its associated organisations. The Supplier is required to submit, with the Proposal, copies of shareholders agreements, or partnership agreements, or co-operation agreements, or joint
ventures agreements, which evidence such shareholding by black people.

19.2 **Supplier’s General Affirmative Procurement**

The Supplier must provide full details regarding the Supplier’s procurement of products and/or services from Black Empowered Enterprises and/or Black Enterprises. The Supplier must, in this regard, provide full particulars and contact details of such entities and their representatives.

19.3 **Affirmative Procurement in Respect of this RFP**

The Supplier must provide details of the Product and/or Services that the Supplier is going to procure from Black Empowered Enterprises and/or Black Enterprises in respect of this RFP. The Supplier is required to provide full particulars and contact details of such entities and their representatives. The Supplier must, in this regard, specify the Product and/or Services that the Supplier is going to procure from such entities.

19.4 **Affirmative Action Policy**

The Supplier must, together with the Proposal, submit its detailed Affirmative Action Policy and Programme. The Supplier must, in this regard, provide and show its current achievements as well as future goals and plans.

20 **QUALITY**

21 **DELIVERY REQUIREMENTS**

21.1 Delivery of the Product shall be subject to the terms and conditions set out in Part IX to this RFP and shall in addition, in respect of foreign suppliers, be subject to such provisions of IncoTerms 2000 as are stated in this RFP and such terms and conditions.

21.2 Where the terms and conditions are not stated, delivery shall be on DDP “Delivery Duty Paid” basis as defined by IncoTerms 2000. For clarity, DDP means that the Supplier fulfils its obligation to deliver when the Product has been delivered to Standard Bank at the named place in the Republic of South Africa or such other country as Standard Bank has specified in the specific order in terms of which the Product is ordered and Standard Bank has acknowledged receipt of the Product in writing. The Supplier shall bear all the risk and costs, including duties, taxes and other charges of delivering the Product as contemplated in this paragraph, cleared for importation.

21.3 Even though the Supplier is required to deliver the Product on the basis of DDP, the Supplier is required to provide Standard Bank with the detailed breakdown of the price clearly indicating for example the free carrier at (FCA), insurance costs, freight cost, etc.

22 **EQUIPMENT MANUFACTURED BY A THIRD PARTY**

In the event that the Supplier proposes to supply Standard Bank with a Product manufactured by another person, Standard Bank reserves the right to purchase such Product or to procure maintenance and support services in respect thereof from the original equipment manufacturer.

23 **TRAINING COST & SKILL TRANSFER**

[Insert Standard Bank’s requirements regarding training and skill transfer required to ensure that Standard bank’s employees will be able to use the Product efficiently and effectively.]

24 **PAYMENT**

Any and all payment relating to this RFP shall be as set out in the draft agreement in Part IX of this RFP.

25 **PENALTIES FOR DELAY IN COMPLETION**

Notwithstanding anything to the contrary contained in this RFP or any other agreement that may be concluded by Standard Bank and the Supplier pursuant to this RFP, if the Supplier fails to supply the Product and/or the Services as stipulated in the applicable agreement, Standard Bank shall have the right, at its sole and absolute discretion, to impose the penalty as contemplated in Part IX of this RFP.

26 **CONFIDENTIALITY**

Except as otherwise provided in this RFP, this RFP and its contents (“the Confidential Information”) shall be treated by the Supplier as confidential.

26.1 The Supplier shall not reveal or otherwise disclose such Confidential Information to any third party without the prior written consent of Standard Bank. The foregoing restrictions shall not apply to the disclosure of necessary Confidential information to employees, consultants and advisors of the Supplier. Any third party that may necessarily become privy to such Confidential Information shall be required by the Supplier to first undertake in writing to protect the confidential nature thereof.

26.2 The confidentiality undertaking in this paragraph 27 shall not apply in respect of Confidential Information within the public domain or the Supplier’s knowledge at the time that the Supplier receives this RFP from Standard Bank or to disclosure required to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time.

26.3 The Supplier shall not at any time release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding this RFP or the relationship that may commence between the Supplier and Standard Bank pursuant to this RFP or the subject matter of this RFP, without the prior written consent of Standard Bank, which consent shall not be unreasonably withheld.

27 **ASSIGNMENT**

The Supplier shall not cede or assign its interest, or any of its rights, to any third Party or delegate any of its obligations in terms of this RFP to any third Party without the prior written consent of Standard Bank, which consent shall not be unreasonably withheld.