**RFP - General Conditions**

1. **DEFINITIONS**

**“Bid”** shall mean the document submitted in response to this RFP, by a person, consultant, firm, company, or an organization expressing their willingness to provide goods or services in accordance with the RFP, at the price set out in their Bid.

**“Bidder”** shall mean a person, consultant, firm, company, or an organization who is qualified to submit the Bid.

**“Bidding Process”** shall mean the procedure under which sealed bids are invited, received, opened, examined, and evaluated by the Inquirer for the purpose of awarding the Contract to the successful Bidder.

“**Bid Submission Deadline**” shall mean the date and time specified in the RFP as the deadline for submission of bids thereunder.

**“Contract”** shall mean a written agreement signed between the Inquirer and the selected Bidder setting out the terms and conditions of the engagement.

**“Company” or “Inquirer”** shall have the meaning as defined in RFP.

**“Proposal”** shall mean the written proposal submitted by the Bidder to the Inquirer, along with the Bid.

**“RFP”** shall mean this Request for Proposal.

“**RFP Documents**” shall mean the set of documents attached as Annexures to the RFP, which are to be read in conjunction with, and form and integral part of, the RFP.

“**Scope of Work**” shall mean the scope of work required by the Inquirer from the successful Bidder and described in detail in the RFP.

1. **GENERAL PROVISIONS**
   1. The RFP shall not be construed as an offer or a commitment on the part of the Company to award any Contract. In case of submission of a Bid by the Bidder, it shall be construed as an offer capable of acceptance by the Company on the terms and conditions contained in this RFP, without any commitment or liability.
   2. These General Conditions are an integral part of the RFP and all Bidders should carefully read and submit their Bid and Proposal in compliance with all the requirements and instructions of this RFP. Deviation from or non-compliance with such requirements and instructions may lead to the rejection of the Bid by the Company in its sole discretion. No claim will be accepted by the Company on the grounds that there is a mistake in the submitted Bid by reason of the Bidder failing to understand any of the RFP Documents or the terms contained therein.
   3. If the Bidder finds any discrepancy, ambiguity or conflict in or amongst any of the RFP Documents, it shall inform the Company forthwith by sending queries to the Company as instructed in Article 4 below.
   4. The submission of a Bid by any Bidder shall be deemed to be the Bidder’s unconditional acceptance of all of the terms and conditions of the RFP and the RFP Documents.
   5. The Company reserves the right to accept or reject any Bid or part of a Bid and to annul the Bidding Process and reject all Bids at any time prior to award of the Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company’s action.
   6. This RFP has been prepared for the purpose of soliciting proposals from interested Bidders and has been drafted to embody commercial values and risk allocations. While the Company considers the assumptions made in preparing this RFP to be reasonable, whether to rely on them in preparing proposals is a matter solely for the Bidders to judge and neither the Company nor its affiliates or representatives shall take responsibility for the Bidders’ decisions. Bids shall be made at the Bidder’s sole cost and risk.
   7. The information given in this RFP is furnished by the Company in good faith. Without prejudice to the generality of the foregoing, this RFP does not contain, nor does the Company or its representatives, make any promise, representation or warranty whatsoever, whether expressed or implied (and no such representatives have any authority to make such representations and warranties), that information contained in this RFP is accurate, complete or reasonable or that it constitutes all the information necessary to prepare a proposal .
2. **LANGUAGE OF THE BID**

The Bid and all accompanying documents shall be in the English language.

In case of any documents relating to the Bidder or its business issued by competent authorities in languages other than English, the Company reserves the right at any time prior to the award of the Contract, to ask the Bidder to provide a duly certified translation of such documents.

1. **QUERIES BY BIDDER**

Any queries regarding the RFP Documents shall be in writing only and sent through the relevant message section available in the SAP Ariba portal, access to which has been provided to each Bidder.

The Bidder shall not communicate with, and shall make no attempt to communicate with, any employee, officer, director, agent, consultant, advisor, contractor in connection with this Bid unless asked by the Company.

Queries must be received not later than 5 working days before the Bid Submission Deadline. Any queries received after such period may not be taken into consideration.

All clarifications received by the Bidder prior to submission of the Bid shall be deemed to have been automatically incorporated into the RFP Documents and shall be incorporated in the submitted proposal.

1. **QUERIES BY THE COMPANY**

The Company reserves the right to request the Bidder to provide such clarifications/information as the Company may deem necessary to evaluate the Bid. Any such clarifications/information shall be provided in writing and/or confirmed during the clarification meetings, if any. The clarifications/information provided in writing and/or in minutes of any clarification meeting shall form an integral part of the Proposal submitted by the Bidder.

The Company reserves the right to amend or modify the RFP Documents prior to the Bid Submission Deadline and any modified document shall be considered part of the RFP.

1. **PROPRIETARY INFORMATION**

Bids submitted in response to this RFP shall become the sole and exclusive property of the Company. All bids re­ceived shall remain confidential until the Contract, if any, resulting from this RFP is signed by the Company and the successful Bidder. Any information in the Bid that the Bidder desires to claim as proprietary and exempt from disclosure must be clearly identified, marked and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclo­sure must be clearly identified by the words “proprietary information” printed in the lower right-hand corner of the page. Marking the entire Proposal exempt from disclosure or as proprietary information will not be acceptable. Any failure by the Bidder to comply with the foregoing shall not hold the Company responsible, in any manner whatsoever, for any disclosure or use of such proprietary information.

1. **LICENSES AND PERMITS**

The Bidder shall identify and obtain all licenses and permits required for the performance of its obligations under this RFP and execution of the Scope of Work. .

1. **COMPANY’S DISCRETION**

The right to award any Contract rests solely with the Company. The Company reserves the right to reject any or all bids at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Company’s action. The Company may at its discretion award the Contract to another Bidder if in its opinion, the Bidder is not able to negotiate the terms and conditions of the Contract to the Company’s satisfaction. The Company further reserves the right at any time prior to award of a Contract to make additions or deletions in any component of the Scope of Work or vary the Scope of Work in its sole discretion.

**Rejection of Bids**

The Company reserves the right at its sole discretion to accept, overlook or reject any and all Bids received without any liability and not to enter into a contract as a result of this RPF.

**No Claims**

The Company or its affiliates/subsidiaries shall not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder, or any firm, corporation or individual member of a Bidder, in preparing and submitting a Bids, or participating in negotiations for the Contract, or any other activity related to or arising out of this RFP.

**Right to Audit**

Prior to the selection of any Bidder and/or the award of any Contract, the Company reserves the right to audit any or all the information provided by Bidder as to its authenticity and correctness. .

1. **CONFIDENTIALITY**

The Bidder acknowledges and confirms that upon receiving the RFP from the Company, this RFP and any data, information or notification related to the Bidding Process including information relating to the examination, clarification, evaluation and recommendation for the Bidders and all the documents shared as part of pre-bid meetings or any other discussions, that has been or will be provided to the Bidder shall be considered as strictly private and confidential. The Bidder understands that the confidential information shall be strictly and exclusively used by the Bidder only in connection with the preparation of the bids and/or the signing of the Contract concluded as a result of the Bidding Process with the successful Bidder. The Bidder shall inform its employees, consignees and all other contributors involved in the Bidding Process about its confidential nature and exercise the same standard of care as it would with respect to its own confidential information . The Bidder has further confirmed its liability for treating and using confidential information by the Bidder and its employees, consignees and other contributors to whom such information is disclosed, by signing a Statement of Confidentiality which is required to be enclosed with the Bid .

Bidders should not disclose the fact that they have been invited to submit a bid or release any details of the RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing their Bid.

The Bidders shall not at any time release any information concerning the RFP, their Bid, any related documents, any negotiation, and/or any discussions with the Company in this regard for publication in the press, on radio, television, screen, or any other medium without the prior written approval of the Company.

1. **NO CONFLICT OF INTEREST**

The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process if:

* + 1. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
    2. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence, the Bid of either or each of the other Bidder; or
    3. Such Bidder has participated as a consultant to the Company in the preparation of any documents, design or technical specifications of this RFP; or
    4. the Bidder has engaged any legal, financial or technical advisor of the Company in relation to the scope of this Bid r in any manner during the Bidding Process .In the event any such advisor is engaged by the selected Bidder after execution of the Contract, then notwithstanding anything to the contrary contained herein or in the Contract and without prejudice to any other right or remedy which the Company may have thereunder, the Company may terminate the Contract forthwith without any liability to the selected Bidder for the same.

The Company reserves the right to disqualify any Bidder that in the Company’s opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.

1. **NO COLLUSION**

By submitting a Bid the Bidder, and each firm, corporation or individual member of the Bidder, represents and confirms to the Company, with the knowledge and intention that the Company may rely on such representation and confirmation, that its Bid has been prepared without collusion or fraud, and in fair competition with the other Bidders and the Bid of the other Bidders.

The Company reserves the right to disqualify any Bidder that in the Company’s opinion has engaged in collusion in connection with this RFP.

1. **SUBCONTRACTING**

If a Bidder intends to sub-contract any part of the Scope of Work , it shall submit a list of subcontractors, along with the following details:

* + 1. Elements of the Scope of Work or activities to be subcontracted;
    2. Name and address of the sub-contractor & address of any premises where any subcontracted activities are to be performed.

Use of subcontractors shall not relieve the Bidder of any liability or obligation towards the Company and the Bidder shall be liable for all acts, work, omissions, failure to perform and defaults of any of its subcontractors as if they were acts, works, omissions or defaults of the Bidder itself.

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