

TYPICAL INSTRUCTIONS TO TENDERERS

1.0 TENDER SUBMISSIONS

In submitting a Tender the Tenderer is deemed to have accepted all the terms and conditions of tender detailed in these Instructions to Tenderers.

All Tenderers shall comply fully with the requirements laid down in this Tender Enquiry and any Tender which fails to meet such requirements may, at the Employer's entire discretion, be rejected.

All Tenders shall be submitted (in duplicate) in the prescribed form by not later than the date and time specified in the tender

Tenders are to be enclosed in a sealed envelope endorsed "Debswana Diamond Company (Pty) Ltd – Enquiry No. - Tender for the" and shall be delivered by hand or courier to the address specified in the Tender document:-

Tenders received after the Submission Date and Time for Tenders shall not be considered or reviewed and will be returned unopened.

2.0 FORM OF TENDER

Tenderers are required to submit a "principal offer" in accordance with the commercial and technical requirements set out in these tender enquiry documents.

A Tender may not be regarded as bona fida and/or complete unless it comprises the return of two copies, complete in all respects, of documents stated in the Instructions to Tenderers.

3.0 ADDITIONAL DOCUMENTATION TO BE PROVIDED WITH TENDER

Generally, Tenderers are required to submit the following details / documentation with their tenders:-

- Full particulars of previous experience gained in work and services of a similar nature to that called for in this enquiry;
- Curriculum Vitas of all key personnel;
- Indicative programme for carrying out the Works;
- Method statement for carrying out the Works;
- Board Resolution;

Or other documents as may be specified in the tender document.

4.0 ALTERNATIVE PROPOSALS

Tenderers may, in addition to their principal offer, submit alternative proposals, in accordance with the enquiry conditions, which proposals shall clearly indicate either the technical and/or financial advantages to the Employer. The acceptance or rejection of such alternative proposals shall be at the sole discretion of the Employer.

5.0 VALUE ADDED TAX

The Tenderer must specify, as a separate item, included in the section of the enquiry containing the Schedules, the estimated amount of value added tax or other indirect taxation as may be applicable to the tendered rates and/or prices stipulated in the enquiry.

6.0 SUFFICIENCY OF TENDER

Except where otherwise provided for in the Contract, the successful Tenderer by Tendering will be deemed to have satisfied itself as to all conditions and circumstances affecting its Tender as well as the nature of the Works to be performed in terms of the Contract to be entered into with the Employer. No claim by the successful Tenderer for additional payment will be entertained which is consequent upon any misunderstanding or the allegation, or fact that it was supplied with incorrect information by any person, or its failure to obtain correct information as to any matter affecting its Tender or the execution of the Works to be provided, nor will any such misunderstanding, or the obtaining of incorrect information, or the failure to obtain correct information, relieve it from any risk or responsibility for the due fulfilment of its obligations in terms of the Contract.

7.0 EXPENSES IN THE PREPARATION OF TENDERS

The Employer shall not be responsible for or pay any costs, expenses or losses that may be incurred by any Tenderer in the preparation of its Tender and accordingly the Tenderer assumes and agrees to bear all costs, expenses and losses incurred by it in preparing its Tender and for participating in the Tender process.

8.0 TENDER VALIDITY PERIOD

Tenderers shall not be permitted to make any alterations to any part of its Tender after the Submission Date and Time for Tenders.

Tender submissions shall remain fixed and firm for the duration of the Tender Validity Period and the Tender shall, in all respects, be irrevocable and remain open for acceptance by the Employer for a period of ninety (90) calendar days after the Submission Date and Time for Tenders ("the Tender Validity Period"). The required tender validity period may differ depending on the nature of the works/services required.

9.0 TENDER REVIEW PROCESS

All Tenders received by the Submission Date for Tenders shall be opened simultaneously however they shall not be opened in public nor shall any of the Tender results be divulged.

The Employer reserves the right to retain complete control over the Tender Review Process. Accordingly, the Employer shall not be obliged to review, or consider any or all of the Tenders received and in addition reserves the right to proceed with, interrupt, cease or modify its review as it sees fit and may negotiate with any or all of the Tenderers at any time without further explanation and/or notification.

The Employer shall have the right to accept or reject any Tender and does not bind itself to accept the lowest or any portion of any Tender and accordingly reserves the right to reject any or all of the Tenders received.

The Employer may at any time prior to the execution of the Contract and at its sole discretion, confer with and/or negotiate specific terms with any of the Tenderers individually and in so doing may change the Scope of the Tender Enquiry without creating any obligation or duty to confer and/or negotiate such change with any of the other Tenderers.

10.0 CONTRACT AWARD

Notwithstanding anything elsewhere contained in these Tender Enquiry Documents, unless and until the Employer issues a Letter of Acceptance, the Employer assumes no legal duty or obligation to any of the Tenderers.

The successful Tenderer shall be required to enter into a formal Agreement with the Employer in the form prescribed and contained in these Enquiry Documents. In addition the Employer reserve the right, at its sole discretion, to amend such Agreement as it may consider necessary, prior to the execution of the Contract.

