

TENDER

1. I/We hereby tender to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Government of the Republic of South Africa on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the State Tender Board during the validity period indicated and calculated from the closing time of the tender;

 - (b) this tender and its acceptance shall be subject to the terms and conditions contained in the General Conditions and Procedures (ST 36) and Preference Certificate (ST 11) with which I am/we are fully acquainted;

 - (c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the State may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the State and I/we will then pay to the State any additional expense incurred by the State having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the State shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the State may sustain by reason of my/our default;

 - (d) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic (full address of this place)

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3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

- 5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
- 6. I/We declare that I/we have participation*/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state names(s) of tenderer(s) involved

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- 7. Are you duly authorised to sign the tender? * YES / NO
- 8. Has the Declaration of Interest (ST 12) been duly completed and included with the other tender forms? * YES / NO

* Delete whichever is not applicable

SIGNATURE(S) OF TENDERER OR ASSIGNEE(S) DATE:
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Please complete the following in block letters

- Capacity and particulars of the authority under which this tender is signed
- Name of tenderer
- Postal address
- Telephone number(s) [Toll free if applicable]
- Facsimile number(s)
- Tender number
- Name of contact person

See reverse for important conditions

NB: Each tender must be submitted in a separate, sealed envelope on which the **name and address of the tenderer, the tender number and the closing date** must be clearly endorsed. The tender must be addressed and posted to the **Director: Office of the State Tender Board, Private Bag X49, Pretoria, 0001**, so as to reach the destination not later than the closing time or deposited in the tender box in the arcade, **122 Paul Kruger street, (corner of Paul Kruger and Vermeulen Streets), Pretoria *before the closing time.***

IMPORTANT CONDITIONS

- 1 Failure on the part of the tenderer to sign this tender form (ST 8) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
- 2 Tenders should be submitted on the official forms and should not be qualified by the tenderer's own conditions of tender. Failure to comply with these requirements or to renounce specifically the tenderer's own conditions of tender, when called upon to do so, may invalidate the tender.
- 3 If any of the conditions on this tender form (ST 8) are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
- 4 This tender is subject to the State Tender Board regulations made in terms of section 13(1) of the State Tender Board Act, 1968 (Act 86 of 1968), and the General Conditions and Procedures (ST 36) as published in State Tender Bulletin 1421 dated 17 May 1991 and subsequent amendments thereto and re-issues thereof.

Copies of the regulations and conditions are obtainable from the Office of the State Tender Board.