



Rössing Uranium Limited

Request for Quotation RFQ/Tender

Standard Tendering Documents for Procurement for Goods:

Package Description:	Manufacture & Supply of Steel Cord and Fabric Conveyor Belts
RFQ/Tender No:	RUL_2026_0098
RFQ/Tender Issue Date:	02_September 2026
RFQ/Tender Submission Due Date:	17:00 (Namibian time) 30 of September 2026
RFQ/Tender Submission address:	rul.tenders@rossing.com.na
Contract Person	Monika Sheunye Email: monika.sheunye@rossing.com.na Contract number: +264 520 2417 or +264 816092874

Request for Quotation/Tender

RFQ 2026_0098 Manufacture & Supply of Steel Cord and Fabric Conveyor Belts

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The following Sections form part of this Request for Tender and shall be completed and/or considered by the Tenderer as applicable:

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Separate Tender Documents

The following Sections will be issued as separate documents attached to the Request for Tender and shall be read in conjunction with the above Sections:

SECTION 1	CONDITIONS OF PURCHASE ORDER
SECTION 2	PRICING AND RATES SCHEDULES (BOQ)
SECTION 3	DRAWINGS/ SPECIFICATIONS

PART 1

INSTRUCTION TO TENDERER

Interpretation: For the purposes of this Tender Document:

“The Company” shall mean **Rössing Uranium Limited**.

“The Tenderer” shall mean **the company or entity submitting the Tender**.

1. Tender

1.1 Tender Submission and Integrity

- 1.1.1 To ensure the integrity, confidentiality, and security of the RFQ process, all RFQ submissions must be submitted only to the designated secure Tender/RFQ Submission email address rul.tenders@rossing.com.na
- 1.1.2 The email subject line shall clearly state **RFQ 2026_0098 Manufacture & Supply of Steel Cord and Fabric Conveyor Belts** Failure to indicate this in the email subject line may result in delays in processing or the Tender being deemed non-responsive.
- 1.1.3 The tender submission, to be submitted by the **30th September 2026 at 17:00** (Namibian Time – Central African Time Zone at UTC+2:00). Tenderer are responsible for ensuring that their submissions are sent to the correct secure tender/RFQ email address before the closing date and time. Submissions sent to any other email address or received after the specified closing date and time will not be considered.
- 1.1.4 Tender submissions received after the stated closing date and time, or submitted to any email address other than the designated Tender Submission email address, may be rejected unless otherwise authorised by the RUL Procurement.

1.2 Intent to Tender

- 1.2.1 Tenderers are requested to confirm receipt of this tender document and their intention to submit a tender by completing and returning FM-RUL-PRO-003 Intent to Tender Form within 48 hours of receipt of this tender. The completed form must be submitted by email to monika.sheunye@rossing.com.na
- 1.2.2 All communication regarding commercial or technical clarification relating to this tender shall be submitted in writing by email to monika.sheunye@rossing.com.na , who has been designated as the sole point of contact for all correspondence relating to this enquiry.

- 1.2.3 Tenderers shall not communicate directly with any other employee, representative or consultant of the Company regarding this Tender unless expressly authorised in writing by Rössing Procurement. Failure to comply with this requirement may be regarded as a breach of the Tender conditions. Any such an unauthorised communication may, at Rössing Uranium Limited's discretion, result in the disqualification of the Tenderer's submission.

1.3 Tenderer Submission Requirement

- 1.3.1 Price validity: 90 Days from Closing Date
Price submission must contain fixed and firm all-inclusive prices (excluding VAT).
The prices shall be held to be firm and include escalation factors and open for acceptance for 90 (ninety) days from the closing date, during which time the Tenderer agrees not to withdraw the same, nor impair nor derogate from its effects.
- 1.3.2 Unless otherwise stated, the Tenderer's prices and rates will be considered strictly nett, including all overheads and ancillary costs to execute the Works as quoted on, i.e., if a Contract is awarded, no claims for items and activities excluded from the tender will be allowed.
- 1.3.3 The base currency for this Tender shall be **Namibian Dollars (NAD)**. Where any portion of the Tender Price is impacted by a foreign currency, the Tenderer shall:
- 1.3.3.1 Clearly identify the items or cost components affected by the foreign currency.
 - 1.3.3.2 State the foreign currency used (USD, EUR or ZAR).
 - 1.3.3.3 Indicate the applicable Rate of Exchange (ROE) used to calculate the Tender Price expressed in NAD.
 - 1.3.3.4 Specify the source and effective date of the exchange rate used.
 - 1.3.3.5 Provide a detailed breakdown showing the conversion from the foreign currency to NAD.
 - 1.3.3.6 Failure to clearly disclose foreign currency components and the applicable exchange rate may result in the Tender being considered non-responsive for those pricing elements.
 - 1.3.3.7 The Company reserves the right to use the stated exchange rate or an independently verified exchange rate for evaluation purposes were considered necessary.

1.4 Tender Reference Documentation

The Company may utilise external engineering consultants and specialist Tenderers during the development of technical documentation for this tender. Accordingly, supporting documents,

drawings, specifications, and other reference information may contain consultant branding, document numbering systems, title blocks, or templates.

Such references are retained solely for document control and continuity purposes. All documentation forming part of this tender.

The following forms listed in below **table 1** shall be completed and submitted in accordance with the requirements of the Tender Documents:

Reference No	Revision	Description	Information / Reference
SANS 1173:2013	Ed.3	SANS-1173-2013-(Ed.-3.00)_FabricBelts	Information
SANS 1366:2013	Ed.3	SANS-1366-2013-(Ed.-3.00)_SteelCordBelts	Information
Reference No	Revision	Description	Mandatory
FM-RUL-PRO-001	00	General Conditions of Contract Variations Schedule	Submission
FM-RUL-PRO-002	00	Shareholding Declaration	Submission
FM-RUL-PRO-002	00	Intent to Tender	Submission
FM-RUL-PRO-004	00	Conflict of Interest Declaration	Submission
FM-RUL-PRO-005	00	Similar Scope and Magnitude	Submission
FM-RUL-PRO-006	00	Tender Submission Checklist for Goods	Submission
FM-RUL-PRO-007	00	Company Top Management Org Structure Information	Submission
FM-RUL-PRO-008	00	Packing Dimensions and Weight	Submission
FM-RUL-PRO-009	00	Performance Security Form	Information
CPL_SI_002	05	Business Integrity Standard	Compliance

Section 1: General Terms and Conditions	00	Conditions of Purchase order	Compliance
CPL_SI_002	05	Business Integrity Standard	Compliance
Section 1: General Terms and Conditions	00	Company General Conditions for Services (And Associated Goods)	Compliance

Note: The Tenderer shall ensure that all documents listed above in **Table 1** have been received, reviewed, and fully understood prior to the submission of the Tender. Submission of a Tender shall constitute acknowledgement that the Tenderer has examined all tender documentation and has taken such documentation into account in the preparation of its Tender.

1.5 Comprehensive Evaluation

A comprehensive evaluation will be conducted. Tenderers must ensure that all required information and supporting documentation are completed in full and submitted with their Tender. Information deemed by the Tenderer to be unnecessary must not be omitted. Failure to provide complete information may result in the Tender being disadvantage during evaluation or declared non-responsive.

1.5.1 Technical Experience, Skills and After-Sales Support:

The Tenderer shall demonstrate that it has the necessary technical expertise, skills, and resources to provide effective after-sales support for the equipment and/or parts offered.

1.5.1.1 The Tenderer must clearly indicate:

- 1.5.1.1.1 The location (country and city) of the technical expert(s) or after-sales support team.
- 1.5.1.1.2 Whether the support will be provided locally (Namibia), regionally (SADEC), or remotely (Internationally).
- 1.5.1.1.3 The process for obtaining technical support, including 24 Hrs response time, communication channels, and escalation procedures.
- 1.5.1.1.4 Availability of on-site support, where applicable, including estimated mobilisation times to the RUL site.
- 1.5.1.1.5 Details of any local agents, distributors, or authorised service partners who will provide maintenance, repairs, commissioning, or warranty support.
- 1.5.1.1.6 The Tenderers ability to service, repair and rebuild equipment within Namibia.

1.5.2 Total Cost of Ownership Refer to Document- Price Schedule or BOQ as specified in *Tender Document clause 1.4 table 1.*

1.5.2.1 The Tenderer must clearly indicate:

The Tenderer shall submit a comprehensive Total Cost of Ownership (TCO) proposal covering the supply, commissioning, operation, and maintenance of the Equipment over its expected service life, where such information is requested in the Bill of Quantities (BOQ) or elsewhere in the Tender Documents.

- 1.5.2.1.1 Commissioning Spares as recommended by the Tenderer: The price entered on the Pricing Schedule is to be supported by a detailed price list of the Commissioning Spares, which is to be attached to the Tenderers Submission (if required it will form part of the BOQ information)
- 1.5.2.1.2 Maintenance Spares: The Tenderer shall provide pricing for the maintenance spares required for the normal operation and maintenance of the Equipment, as recommended by the OEM/Supplier. The total price entered in the Pricing Schedule shall be supported by the completed Maintenance Spares BOQ, including

details of the supply warehouse location and recommended minimum stock holding (if required it will form part of the BOQ information)

1.5.2.1.3 Critical Spares / Rotatable Equipment means spares or equipment which has long lead or repair time, which is critical to the ongoing operation of the plant, which failure of keeping these spares will result in the equipment being out of service for a period more than 7 calendar days. Critical Spares / Rotatable Equipment as recommended by the Tenderer: The price entered on the Pricing Schedule is to be supported by a detailed priced list of the Critical Spares / Rotatable Equipment, which is to be attached to the Tenderers Submission. (if required it will form part of the BOQ information)

1.5.2.2 **Preferred Incoterm (Incoterms® 2020): DAP** – Delivered at Place (Rössing Uranium Mine Site, Namibia – Rössing will be responsible under this term for the Unloading at RUL Mine site).

The Tenderer shall submit its offer on the basis of DAP (Delivered at Place) to the Rössing Uranium Mine Site, in accordance with Incoterms® 2020. The quoted price shall include all costs and responsibilities up to delivery at the designated delivery point, including transport, freight, customs clearance where applicable, insurance (if included by the Tenderer), and any other associated logistics costs.

The Tenderer shall provide a detailed cost breakdown for each component of the DAP price,

This breakdown is required for evaluation and commercial purposes only. Rössing Uranium Limited (RUL) reserves the right, at its sole discretion during the evaluation and award process, to assume responsibility for one or more elements of the logistics chain. Where RUL elects to undertake any portion of the delivery, the Contract Price will be adjusted accordingly based on the Tenderer's submitted cost breakdown.

1.5.2.3 Tenderers are to ensure that they complete the Packing Dimensions and Weight of Equipment Form FM-RUL-PRO-008.

1.5.2.4 Tenderers are to take notice that penalty of 1% of the equipment/parts value per week up to a maximum of 10% of the total equipment/parts value will apply for late delivery.

1.5.3 Local Employment Local Content

Rössing is committed to supporting the sustainable development of the local economy and maximising opportunities for local employment and the participation of local suppliers, contractors and service providers.

Tenderers are therefore encouraged to demonstrate a clear and credible commitment to local employment (FM-RUL-PRO-011) and the procurement of locally available goods and services, including details of the measures, resources and initiatives that will be implemented to achieve such commitments during the execution of the Contract.

1.5.4 Health, Safety and Environmental

1.5.4.1 Chemical Substances and Material Safety Data Sheets (MSDS)

- 1.5.4.1.1 The Tenderers shall provide a current Material Safety Data Sheet (MSDS) / Safety Data Sheet (SDS) for every chemical, hazardous substance, lubricant, fuel, cleaning agent, coating, adhesive, or any other chemical product intended for use on site. The MSDS/SDS shall be submitted as part of the tender where applicable, or at least 14 days prior to bringing the product onto site.
- 1.5.4.1.2 No chemical substance, including lubricants, oils, greases, hydraulic fluids, solvents, paints, cleaning chemicals, fuels, or any other hazardous material, shall be brought onto or used at any Rössing Premises or mine site without prior written approval from the Company HSSE Department.
- 1.5.4.1.3 The Tenderer shall ensure that:
- 1.5.4.1.4 All chemicals comply with applicable Namibian legislation and the Company HSSE requirements.
- 1.5.4.1.5 MSDS/SDS documents are current (not older than five years unless superseded by a more recent revision) and are readily available at the point of use.
- 1.5.4.1.6 All chemicals are correctly labelled, stored, transported, handled, and disposed of in accordance with the manufacturer's recommendations and applicable legal requirements.
- 1.5.4.1.7 Personnel handling chemicals are appropriately trained and use the required personal protective equipment (PPE).

The Company reserves the right to prohibit the use of any chemical or substance considered unsuitable or posing an unacceptable health, safety, or environmental risk. Any costs or delays resulting from the use of unapproved chemicals shall be for the Tenderers account.

1.6 Quality

The Tenderer must provide a sample Quality Management Plan, Quality Manual and Inspection Test Plan ("Quality Documents") for the Works with its Tender submission.

The Tenderer must advise details of its representative responsible for monitoring, controlling and documenting Quality.

The Tenderer must advise if its company been assessed and certified against a recognised Quality Standard (AS / NZS ISO 9001: 2000) and provide a copy of the certificate (if applicable).

On award, the successful contractor will be required to submit its Quality Documents applicable to the Works for approval by the Company prior to mobilisation to Site.

1.7 Financial Information

The Tenderer must provide the following financial information:

1.7.1 A copy of annual reports and audited financial statements for the last two (2) financial years of the company (and also if applicable the ultimate parent company).

1.7.2 The latest quarterly report of the company (and also if applicable the ultimate parent company).

1.7.3 Details of any financial arrangement currently in effect which would materially affect the

1.7.4 company's (and also the ultimate parent company) financial position if withdrawn, for example: overdraft facilities, directors' loans, debentures due for maturity, and similar.

1.7.5 Indicate your company's normal means of funding major contract works.

1.8 Company Policies and Procedures

The Tenderer shall review the Company standards, policies and procedures listed in **Table 1, Reference Document Number**, and confirm that Tenderers Personnel agree to comply with all requirements stipulated therein.

1.9 Procurement and Contract Information

No contract will come into existence between the Company and the Tenderer until the tenderer has received confirmation of the award (in writing) and a contract has been signed. The Tenderer's attention is drawn to **Section 1, General Conditions of Contract** which sets out the form and conditions of the contract to be entered into following the award.

1.9.1 General Conditions of Contract

The Company General Conditions of Contract, as referenced in **Section 1**, form an integral part of this tender and shall be read in conjunction with the Tender Documents.

The Tenderer shall acknowledge acceptance of the General Conditions of Contract by initialling each page and signing and stamping the document. The duly acknowledged document shall be submitted as part of the Tender.

Should the Tenderer require any deviation from the General Conditions of Contract, such deviation shall be clearly identified and submitted using Form FM-RUL-PRO-001 – General Conditions of Contract Variations Schedule.

The Tenderer shall not amend, mark up or alter the General Conditions of Contract directly. Any proposed deviation not disclosed in the completed FM-RUL-PRO-001 – General Conditions of Contract Variations Schedule shall be deemed not to exist, and the Tender shall be evaluated on the basis that the Tenderer accepts the General Conditions of Contract.

Acceptance of any proposed deviation shall be at the sole discretion of Company

1.9.2 **Payment Terms**

Company Standard payment terms is 30 days from approved of Invoice.

For Tenderers already on agreed payment terms with Company those terms will apply.

When required, the forms for Performance Security and Advance Payment Security, shall be completed by the successful Tenderer only after contract award (FM-RUL-PRO-009).

1.9.3 **PRO-FORMA Contract**

1.9.3.1 Detailed contract negotiations will occur, following tender award.

As part of these contract negotiations the following items will be negotiated and finalised between the parties:

- 1.9.3.1.1 Any changes required to the General and Special Conditions as contained in the proforma Service Contract. (FM-RUL-PRO-001)
- 1.9.3.1.2 **Section 2** Detailed Bill of Quantities (BOQ)
- 1.9.3.1.3 Contract battery limits (Company Responsibility vs Tenderer Responsibility);
- 1.9.3.1.4 Risk allocation and management;
- 1.9.3.1.5 Joint venture and subcontracting;
- 1.9.3.1.6 Billing and payment terms;
- 1.9.3.1.7 Penalties; late delivery
- 1.9.3.1.8 Price adjustment clauses;
- 1.9.3.1.9 Insurance and indemnity;

1.9.3.1.10 Parent/Group Company Performance Guarantees (where required)

PART 3

CONDITIONS OF TENDER

1. Interpretation

In these Conditions of Tender, unless the context otherwise requires:

"Business Day" means a day other than a Saturday or Sunday on which banks are open for general banking business in Namibia;

"Close of Tender" means the time and date so specified in the Request for Tender;

"Contract Price" means the Contract Price stated in the Form of Tender;

"Notice of Award" means the notice given by the Company, if any, under condition 5.1;

"Request for Tender" or "RFT" means this invitation to the Tenderer to submit a Tender in relation to the Works and comprises of the Tender Documents and any other documents incorporated by reference;

"Tender" means a tender submitted by the Tenderer which fully complies with the requirements of the Request for Tender;

"Tender Date" means the day up until which the Request for Tender states Tenders must remain valid or the later date applicable under condition 7;

"Tender Documents" means the documents listed in the Form of Tender;

"Tenderer" means the person, corporation, partnership, joint venture or other organisation, which has submitted or intends to submit a Tender to the Company for performance of the Work outlined in the Request for Tender.

Words, terms, expressions, references and interpretations which are defined or used in the Tender Documents have the same meaning in these Conditions of Tender, unless the context otherwise requires.

2. How To Tender

2.1 Lodging a Tender

The Tenderer must submit its tender by e-mail to the address set out in the Request for Tender Invitation Letter by no later than the Close of Tender date and time:

- 2.1.1 Form of Tender completed, dated and signed by the Tenderer;
- 2.1.2 Tender Exceptions and Qualifications;
- 2.1.3 Tender Schedules;
 - 2.1.3.1 Pricing and Contract Schedules;
 - 2.1.3.2 All other information required by the Tender Documents; and
 - 2.1.3.3 If any document is signed by the Tenderer under power of attorney, a certified copy of that power of attorney.

If requested to do so by the Company in the Request for Tender, the Tenderer must also, no later than the Close of Tenders, submit an additional copy of the above documents by email to the Company at the email address specified in the Request for Tender.

2.2 Late Tenders

The Company will reject Tenders received after the Close of Tenders.

2.3 Obligation to Submit Conforming Tender

2.3.1 The Tenderer must submit a Tender which conforms with the Request for Tender.

2.3.2 Review of Tender Documents

The Tenderer has carefully reviewed the Tender Documents, has checked all the figures shown and understands that the Company will not be responsible for any error or omissions on the Tenderer's part in preparing this Tender. In consideration of the Company agreeing to consider this Tender, including any other Tenders received by it, the Tenderer agrees to be bound by the Tender Documents.

The Tenderer acknowledges that all Tender Documents were received by it with the Request for Tender Invitation Letter and subsequent correspondence.

2.3.3 Tender Submission Language

The Tender, together with all correspondence and supporting documentation submitted in response to this Invitation to Tender, shall be prepared and submitted in the English language.

Where supporting documentation is originally issued in a language other than English, the Tenderer shall provide an English translation. In the event of any discrepancy between the original document and the English translation, the English translation submitted for the purposes of the Tender shall prevail unless otherwise requested by Rössing Uranium Limited.

2.4 Alternative Tenders

A Tenderer who complies with condition PART 2, condition 2.3.1 may also submit alternative Tenders which do not fully comply or conform with the Tender Documents if those alternative Tenders will result in some advantage in economy, performance or operating facility. A Tenderer who submits an alternative Tender must clearly describe all proposed variations from the Tender Documents, the reason for each variation and the effect on the Contract Price and completion date of that variation.

2.5 Alternative Tenders – Contract deviations

If a Tenderer identifies any terms or conditions in the Contract that it considers unacceptable, it may, when submitting a non-conforming Tender as contemplated in:

2.5.1 Tender Exceptions, providing alternative specifications and Proposed Contract Amendments

Where a Tenderer proposes any exception, qualification or amendment to the Contract, the Tenderer shall complete PART 2 – Tender Exceptions and Qualifications and clearly identify each proposed deviation from the Tender Documents.

2.5.2 Identification of Unacceptable Contract Terms and Proposed Amendments

Where a Tenderer identifies any terms or conditions of the Contract that it considers unacceptable, such matters shall be identified in PART 1 –r the General Conditions of Contract FM-RUL-PRO-001, forming part of the Form of Tender.

3. Tenderer Relies on Own Enquiries

3.1 No Liability for Information Provided

While the Company has sought to provide reliable information, it gives no warranty as to the accuracy, completeness or sufficiency of any information given to the Tenderer, including reference information provided with the Request for Tender, whether verbally or in writing by the Company or its employees, agents, contractors, advisers or other representatives.

3.2 Tenderer's Acknowledgment

Without limiting the General Conditions, the Tenderer acknowledges that every Tender is made on the basis that:

3.2.1 It has made all necessary enquiries, investigations and determinations and informed itself fully about all matters relevant to the performance of the Works to which the Tender relates including:

3.2.1.1 Location, access and Site conditions (including meteorological, geological, labour, accommodation, fuel, power, water and transport conditions); and

3.2.1.2 The terms of the Tender Documents;

3.2.2 In lodging its Tender, it did not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise, made by or on behalf of the Company; and

3.2.3 If the Company accepts its Tender, the Tender Documents will constitute the only agreement between the Company and the Tenderer unless and until further documentation is executed.

3.3 Alleged Ambiguity

If a Tenderer considers that any part of the Tender Documents is unclear or has doubts as to the meaning of any part of the Tender Documents, the Tenderer must either:

3.3.1 Ask the Company to issue a clarifying addendum pursuant to condition 8.2; or

3.3.2 Include a statement of the interpretation in the Tender Exceptions and Qualifications (forming part of the Form of Tender) upon which the Tenderer relies.

4. Validity And Withdrawal of Tenders

4.1 Withdrawal

The Tenderer may withdraw a Tender by giving written notice to the Company before the Close of Tenders.

4.2 Validity

Subject to conditions 4.1 and 7.1, a Tender remains valid for acceptance until the Tender Date stated in the Form of Tender.

4.3 Requests for Clarification by Company

The Company may request elaboration on, or clarification of, any Tender or information provided to it by requesting further information. A request for clarification does not itself extend the validity period of a Tender unless an extension is specifically requested in writing by the Tenderer and granted.

4.4 Unsolicited Revisions

Unsolicited revisions of a Tender after the Close of Tenders render that Tender invalid at the option of the Company, in its absolute discretion.

5. Acceptance Of Tenders

5.1 Notification of Award

The Company shall formally communicate the award of the tender to the successful Tenderer in writing by issuing a **Notice of Award**.

5.2 Notice to Unsuccessful Tenderers

Following acceptance of the **Notice of Award** by the successful Tenderer, the Company shall notify each unsuccessful Tenderer in writing that its Tender has not been accepted by the Company.

The Company shall not be required to provide detailed reasons for the outcome or disclose the evaluation, scoring, ranking or other confidential information relating to the Tender evaluation process.

6. Company's Consideration of Tenders

6.1 Company's Discretion

The Company may in its absolute discretion:

- 6.1.1 Refuse to consider or accept any Tender;
- 6.1.2 Negotiate with a Tenderer and amend its Tender as agreed;
- 6.1.3 Call for new Tenders;
- 6.1.4 Accept or reject any Tender received after the Close of Tenders;
- 6.1.5 Accept or reject any Tender that does not comply with these Conditions of Tender;
- 6.1.6 Waive or vary any obligation of a Tenderer under the contract resulting from the Company's acceptance of a Tender;
- 6.1.7 Seek clarification or additional information from any Tenderer;
- 6.1.8 Negotiate with any person who is not a Tenderer;
- 6.1.9 Review, evaluate and dispose of any Tender as it sees fit;
- 6.1.10 Suspend or discontinue the Request for Tender process, temporarily or permanently;
- 6.1.11 Run parallel negotiations with multiple Tenderers or other persons with a view to finalising a contract with any one or more of them or deal exclusively with one Tenderer or person;
- 6.1.12 Accept all or part of a particular Tender including by accepting different Tenders in respect of different components of the Works the subject of the Request for Tender process; and
- 6.1.13** Enter or not enter into a contract for the performance of the Works to which the Request for Tender relates before the Close of Tenders or the Tender Date.

6.2 Non-conforming Tenders

The Company may consider a non-conforming Tender.

6.3 No Explanation

The Company is not obliged to give reasons for accepting or rejecting any Tender or to grant an interview to any Tenderer and is not obliged to give any reasons in relation to any actions taken in its discretion under conditions 6.1 and 6.2 or otherwise in relation to the Request for Tender process.

7. Extension Of Tender Date

7.1 Company's Discretion to Extend Tender Date

The Company may in its absolute discretion, at any time on or before the Tender Date, extend the Tender Date by giving written notice to every person or Company who received a copy of the relevant Request for Tender and has not declined to submit a Tender.

7.2 Effect of Extension

If the Company extends the Tender Date under condition 7.1:

7.2.1 These Conditions of Tender are amended accordingly including, without limitation, the dates for notifying unsuccessful Tenderers and for accepting a Tender;

8. Amendments, Additions and Clarifications to Tender Documents

8.1 Company may Issue

The Company may issue amendments to or clarifications of the Tender Documents prior to the Close of Tenders, by issuing an addendum in writing to all Tenderers and each addendum shall form part of the Tender Documents.

8.2 Tenderer may Request

A Tenderer who considers any part of the Tender Documents unclear must notify the Company and seek a clarification before lodging a Tender. The Company will endeavour, but is not obliged, to issue an addendum to all Tenderers in response to such a notice. As reference Section A1, Intent to Tender 1.2.2.

8.3 Distribution

The Company shall, unless it decides otherwise in its absolute discretion, send a copy of each addendum issued by it (including under conditions 8.1 or 8.2) to every person or company

9. General

9.1 Confidentiality

The Request for Tender and all information provided to or obtained by a Tenderer in relation to the Request for Tender or the operations of the Company are confidential and may only be used for the purpose of preparing a Tender.

The Tenderer must take reasonable steps to ensure that it, its employees, advisors and agents or any other of its representatives do not disclose anything in relation to the Request for Tender or the Company without the Company's prior written consent unless the disclosure:

9.1.1 Is required by law, provided that the Tenderer first gives the Company notice of such requirement; or

9.1.2 Is to the Tenderer's financier or professional consultant, and the financier or professional consultant agrees to keep the Request for Tender and all information relating to it and the Company confidential.

Without limiting condition, the Tenderer may not make any public announcement, without the prior consent of the Company which may be withheld in its discretion or granted on such terms as it sees fit, in relation to the Request for Tender process, the Tender Documents or otherwise in relation to the subject matter of any potential contract or award, except to the extent required by law or regulatory requirement.

9.2 Costs of preparation of Tender

The Tenderer must bear all costs incurred by it in connection with the preparation and submission of a Tender.

9.3 Submission or Non-Submission of Tender Documents

In the event that the Tenderer decides not to submit a Tender, the Tenderer shall promptly destroy all copies of the Tender Documents, including any electronic data, and confirm by email that such destruction has been completed.