Attachment 1 – FORM OF sUbMISSION

Ministry of Finance and Economic Management

PO Box 120, Avarua, Rarotonga

COOK ISLANDS

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| **Tender For:** | Cook Islands Government Electrical Vehicle Sale |
| **Reference No.** | SA2324-01 |
| **Purchaser:** |  |

Having examined the Invitation to Tender for the above sale by competitive tender of the relevant Electrical Vehicles (EVs), dated 18th December 2023, (ITT) and released by the Ministry of Finance and Economic Management (MFEM), we submit the following tender (Tender).

I/We offer to purchase [insert number of vehicles ] EV(s) for a price of [insert price ] (***exclusive*** of VAT) per EV, on an ’as is where is’ basis, and to remove the EV(s) from their designated location. We accept that no guarantee is made in terms of the condition or fitness for any purpose of any EV whatsoever, as specified in the terms and conditions in the Sale and Purchase Agreement in Attachment 2.

***Note****: If you would like to tender for* ***more than one (1) vehicle, at different prices****, it is advised that separate forms be submitted for each tender submission.*

I/We understand and agree that, if my/our Tender is successful, MFEM will allocate, at random, the EV(s) to be sold to me/us pursuant to this ITT process.

I/We **agree** to the terms and conditions of the Sale and Purchase Agreement in the form attached as Attachment 2 of the said ITT and do not propose any amendments. I/We undertake to enter into and execute such a Sale and Purchase Agreement in respect of the EV(s) (Sale Contract) if our Tender is successful.

I/We confirm that I/we will be able to complete full payment of the sale price (and any fees associated with the transfer of ownership and the collection of the EVs(s)) within the period specified in the Sale Contract.

I/We understand that you are not bound to accept the highest or any tender you may receive and that you may withdraw from sale any or all EVs at any time (including after I/We have lodged this Tender).

I/We understand that no contract shall come into existence, and no legal or other obligations shall arise between us and you (or between us and any other agent of MFEM) in relation to the conduct, outcome or otherwise of the ITT process, prior to and apart from your acceptance of our Tender and the subsequent entry into the Sale Contract.

I/We understand that you may make whatever enquiries you deem necessary regarding our ability to meet the terms of this Tender and the Sale Contract. Further, during the assessment stage we understand and agree that you may request specific information from any or all tenderers in order to assist your assessment. We acknowledge that a failure to provide such information may result in disqualification from this ITT process.

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| **Tenderers details:** |  | | |
| *Tenderers full name:* |  | | |
| *Contact person (if Company):* |  | | |
| *Postal address:* |  | | |
| *Physical address:* |  | | |
| *Phone number:* |  | | |
| *Email address:* |  | | |
|  | | | |
| *Signature* | |  | *Date* |
| *Full Name* | |  | *Position (if Company)* |