

ANNEXURE C

Form of Offer and Acceptance

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Offer

The **employer**, identified in the acceptance signature block, has solicited offers to enter into a contract for the proposed

The tenderer, identified in the offer signature block, has examined the documents listed in the tender document, and by submitting this offer has accepted the conditions of tender.

TENDER SUM COMPILATION		
Tenderer's work excluding tax	(Amount)	<input type="text"/>
Tax at <input type="text"/> %	(Amount)	<input type="text"/>
TOTAL Tender Sum inclusive of tax	(Amount)	<input type="text"/>
In words:	<hr/> <hr/> <hr/>	

By submission of this offer to the **employer** the tenderer offers and agrees to execute and complete the **works** and remedy any **defects** in conformity with the specification for the tender sum stated - to be paid in instalments as work is completed.

The tender shall remain in full legal force for ninety (90) **calendar days** from closing date of the tender. The tenderer accepts liability for damages that may be suffered by the **employer** should the tender validity period not be honoured.

The lowest or any offer will not necessarily be accepted by the **employer** - nor need reasons be given for such a decision.

This offer may be accepted by the **employer** by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender document, whereupon the tenderer becomes the **party** named as the **contractor** in the conditions of contract identified in the **contract data**.

TENDERER'S DETAILS

Name.: _____
Business.: _____
Business Registration No.: _____
VAT Registration No.: _____
Contact Person.: _____
Tel.: _____ **Fax.:** _____ **E-mail.:** _____
Postal address .: _____ **Code.:** _____
Physical address.: _____

Signature(s) _____
 Name(s) _____ Date _____
 Capacity _____ Place _____
for the tenderer _____
 who, by it's SIGNATURE warrants authority thereto

Name and _____
 signature _____
 of witness _____ Date _____
 Capacity _____ Place _____

Acceptance

By signing this part of this form of offer and acceptance, the **employer** identified below accepts the tenderer's offer. In consideration thereof, the **employer** shall pay the **contractor** the amount due in accordance with the conditions of contract identified in the **contract data**. Acceptance of the tenderer's offer shall form an agreement between the **employer** and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this **agreement**.

The terms of the contract, are contained in:

- Tender Document
- **Contract Data**
- Form of Offer & Acceptance

and drawings and documents or parts thereof, which may be incorporated by reference into documents above.

Deviations from and amendments to the documents listed in the tender document and any addenda thereto as well as any changes to the terms of the offer agreed by the tenderer and the **employer** during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within twenty one (21) **calendar days** after receiving a completed copy of this **agreement** including the schedule of deviations (if any), contact the **employer's principal agent** (whose details are given in the **contract data**) to arrange the delivery of any **securities**, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the **contract data**. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this **agreement**.

Notwithstanding anything contained herein, this **agreement** comes into effect on the date when the tenderer receives one fully completed copy of the original document including the schedule of deviations (if any). Unless the tenderer (now **contractor**) within five **working days** of the date of such receipt notifies the **employer** in writing of any reason why he cannot accept the contents of this **agreement**, this **agreement** shall constitute a binding contract between the **parties**.

Signature(s) _____
 Name(s) _____
 Capacity _____
for the _____ Date _____
Employer _____ Place _____
 who, by it's SIGNATURE warrants authority thereto

Name and _____
 signature _____
 of witness _____ Date _____
 Capacity _____ Place _____

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the **employer** before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the **parties** becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1	Subject
	Details
	
	
	
2	Subject
	Details
	
	
	
3	Subject
	Details
	
	
	
4	Subject
	Details
	
	
	

By the duly authorised representatives signing this **agreement**, the **employer** and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender document and addenda thereto, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the **employer** during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this **agreement** shall have any meaning or effect in the contract between the **parties** arising from this **agreement**.