

63/2012

FORM OF OFFER AND ACCEPTANCE

AGREEMENT

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONSTRUCTION OF A NEW LIBRARY IN RIEBEECK EAST, MAKANA MUNICIPALITY

CONTRACT NO. Tender 63/2012

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

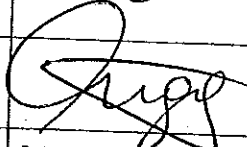
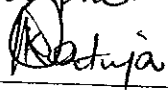
THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

One Million, two hundred and forty thousand, five hundred and seventy four Rand - 60c

R 1 240 574 - 60c Rand (in words);
..... (in figures),

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 Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

OFFER SIGNATURE BLOCK

Name(s)	Luzuko NQATUYA	
Capacity	Managing Member	
Date	30-08-12	
for the tenderer	NTSIMBI GROUP CONSTRUCTION & SERVICES 18 MCHUBELA STREET NEW BRIGHTON PORT ELIZABETH	
Signature(s)		(Name and address of organisation)
Name & signature of witness(es)	Nosipho Nqatuya 	Signature(s)

 BM

2. 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

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

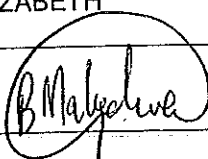
and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

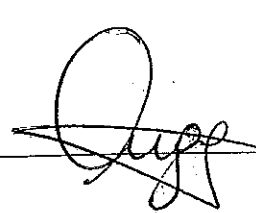
Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any 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 original copy of this 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,

ACCEPTANCE SIGNATURE BLOCK

Name(s)	B.H. MAKANDA	
Capacity	DIRECTOR	
Date	14/02/2013	
for the Employer	Cacadu District Municipality Directorate: Infrastructure Services PO Box 318 PORT ELIZABETH 6000	
Signature(s)		
Name & signature of witness(es)		

 B.H.M

SCHEDULE OF DEVIATIONS

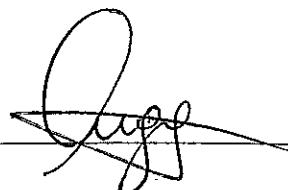
Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data,
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
- 5 here shall also be incorporated into the final draft of the Contract.

1	Subject _____
	Details _____
2	Subject _____
	Details _____
3	Subject _____
	Details _____
4	Subject _____
	Details _____
5	Subject _____
	Details _____
6	Subject _____
	Details _____

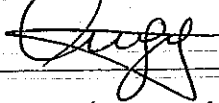
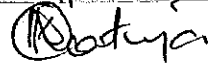
By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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 or a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.


B. H. M

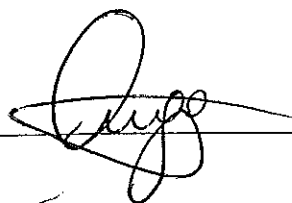
SCHEDULE OF DEVIATIONS

FOR THE TENDERER: *NTSIMBI GROUP CONSTRUCTION & SERVICES*

Signature(s)		
Name(s)	<i>LUDAKO NCIQATIYA</i>	
Capacity	<i>Managing Member</i>	
Date(s)	<i>30-08-12</i>	
for the tenderer	<i>NTSIMBI GROUP CONSTRUCTION & SERVICES 18 MCHUBELA STREET NEW BRIGHTON PORT ELIZABETH</i>	
	(Name and address of organisation)	
Name & signature of witness(es)	<i>Nosiphele Nqoqatya</i> 	

FOR THE EMPLOYER

Signature(s)		
Name(s)		
Capacity		
Date(s)		
for the Employer	<i>Cacadu District Municipality Directorate: Infrastructure Services PO Box 318 PORT ELIZABETH 6000</i>	
Name & signature of witness(es)		



B.H.M

CONTRACT DATA

PART 2: DATA PROVIDED BY THE CONTRACTOR

1. **Clause 1.8**

The name of the Contractor is NTSIMBI GROUP CONSTRUCTION & SERVICES
(The legal name of the Contractor / contracting firm.)

2. **Clause 1.2.2**

The address of the Contractor is

18 MAURELIA STREET
NEW BRIGHTON
PORT ELIZABETH
6000

Tel No 0823980514

Fax No 0865607785

e-mail LUZUKO.NTSIMBI@gmail.com

(The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.)

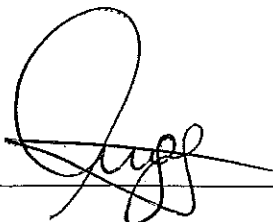
The contact person for this tender/contact is (name) LUZUKO NQATIYA

3. **Clause 37.2.2.3**

The percentage allowance to cover overhead charges is 10 %

4. **Clause 42.1**

The Works shall be completed within 2.5 months.


B.H.M