

WATERBERG DISTRICT MUNICIPALITY

CONTRACT NO: WDM/2012/13-15

FOR

UPGRADING OF STREETS IN REGOROGILE, THABAZIMBI

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

UPGRADING OF STREETS IN REGOROGILE TOWNSHIP THABAZIMBI (Insert broad description of the Works)

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 Returnable 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

TWO MILLION FIVE HUNDRED AND FIFTY EIGHT THOUSAND EIGHT HUNDRED AND NINETY EIGHT RANDS AND SEVENTY TWO RANDS

..... rand (in words); R. 2 558 898-72 (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.

Signature(s)

MMLC

Name(s)

MADINETJA DOLGUS MAFREU

Capacity

MANAGER

MAFAFO BUILDING CONSTRUCTION 19 VOOR STREET MOKOPANE 0600
(Name and address of organisation)

Name and signature of witness

TSHUPU

[Signature]

Date 04/05/2013

CIDB Registration
number
ACCEPTANCE

103395

[Signature]

no

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 C1 Agreements and Contract Data (which includes this Agreement)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda included 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 the said documents are valid unless contained in this Schedule, which must be 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.

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 (5) 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

(Name and address of organisation)

Name and
signature of
witness

Date

SCHEDULE OF DEVIATIONS

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 Conditions of Tender.

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.

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 and shall also be recorded here.

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.

Subject _____

Subject _____

Subject _____

Subject _____

Subject _____

Subject _____

I, 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 Schedules, as well as any confirmation, clarification or change to the terms of the offer made by the Tenderer and the Employer during this process of offer and acceptance.

I hereby 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 signed copy of this Agreement shall have any meaning or effect in the Contract between the Parties arising from this Agreement.

MD

FOR THE TENDERER:

Signature(s)

M M M L L

Name(s)

MADIMETJA Douglas MAMU

Capacity

MANAGER19 VOOL STREET MOLOPANE 0600

(Name and address of organisation)

Name and
nature of
businessDate 27/08/2013

FOR THE EMPLOYER:

Signature(s)

M M M L L27.08.2013

Name(s)

MOLOPANE LETSOAI

Capacity

MUNICIPAL MANAGERP/BAG X 1018 MODIMOLE 0510

(Name and address of organisation)

Name and
nature of
businessSEBOKA M. J

Date

27/08/2013