

FORM OF OFFER AND ACCEPTANCE

C1.1: Form of Offer & Acceptance **Tenderers are required to complete the Form of Offer manually, and the amounts must correspond with the prices submitted electronically.**

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Title of the Contract

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words):	

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:

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 C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 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 at, or just after, the date this agreement comes into effect. 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).

TRANSNET NATIONAL PORTS AUTHORITY - PORT OF EAST LONDON

TENDER NUMBER: TNPA/2026/07/1650/9239/RFQ

DESCRIPTION OF GOODS AND SERVICES: SUPPLY, DELIVERY, REMOVAL OF EXISTING AIR CONDITIONING UNITS, INSTALLATION AND TESTING OF TWENTY-ONE (21) AIR CONDITIONING UNITS AT THE PORT OF EAST LONDON FOR A PERIOD OF FOUR (4) MONTHS

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
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. 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.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only 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 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Activity Schedule	2

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms	11	
	11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
		(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
		(27) The Price for Work Done to Date is the total of the Prices for • each group of completed activities and • each completed activity which is not in a group A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
		(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.4 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.5 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.6 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.7 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule - Price to be completed manually and electronically

Note: Tenderers are required to familiarise themselves with the drawings and the site conditions to determine any additional piping, wiring, and other installation requirements necessary for the complete supply and installation.

ITEM NO.	DESCRIPTION	UNIT	QTY	Rate	Amount
A	HEALTH AND SAFETY REQUIREMENTS	-			
A.1.1	Health and Safety requirements	Sum	1		
A.1.2	Contractual Obligations	-			
A.1.2.1	Disconnecting, removal of existing air conditioners' sets from buildings as per the specification	Each	9		
A.1.2.2	Certificate of Compliance	Each	12		
	Sub-total A				
B.	SUPPLY, DELIVERY, INSTALLATION AND TESTING OF NEW AIR CONDITIONING UNITS				
B.1.1	Supply of 9000BTU Mid-wall split inverter air-conditioner as per the specification	Each	5		
B.1.2	Installation of 9000BTU Mid-wall split inverter air-conditioner as per the specification	Each	5		
B.1.3	Supply all cabling, circuit breakers, plugs, and any other materials required for the complete installation. The cable length is estimated at +/-3 metres per air conditioner	Sum			
B.1.4	Testing of 9000BTU Mid-wall split inverter air-conditioner as per the specification	Each	5		
B.2.1	Supply of 12000BTU Ceiling Cassete inverter air-conditioner as per the specification	Each	3		
B.2.2	Installation of 12000BTU Ceiling Cassete inverter air-conditioner as per the specification	Each	3		
B.2.3	Supply all cabling, circuit breakers, plugs, and any other materials required for the complete installation. The cable length is estimated at +/-12 metres per air conditioner	Sum			
B.2.4	Testing of 12000BTU Ceiling Cassete inverter air-conditioner as per the specification	Each	3		

ITEM NO.	DESCRIPTION	UNIT	QTY	Rate	Amount
B.3.1	Supply of 12000BTU Mid-wall split inverter air-conditioner as per the specification	Each	6		
B.3.2	Installation of 12000BTU Mid-wall split inverter air-conditioner as per the specification	Each	6		
B.3.3	Supply all cabling, circuit breakers, plugs, and any other materials required for the complete installation. The cable length is estimated at +/- 12 metres per air conditioner	Sum			
B.3.4	Testing of 12000BTU Mid-wall split inverter air-conditioner as per the specification	Each	6		
B.4.1	Supply of 24000BTU Ceiling Cassette inverter air-conditioner as per the specification	Each	1		
B.4.2	Installation of 24000BTU Ceiling Cassette inverter air-conditioner as per the specification	Each	1		
B.4.3	Supply all cabling, circuit breakers, plugs, and any other materials required for the complete installation. The cable length is estimated at +/-3 metres per air conditioner	Sum			
B.4.4	Testing of 24000BTU Ceiling Cassette inverter air-conditioner as per the specification	Each	1		
B.5.1	Supply of 24000BTU Midwall Split, inverter air-conditioner as per the specification	Each	2		
B.5.2	Installation of 24000BTU Midwall Split, inverter air-conditioner as per the specification	Each	2		
B.5.3	Supply all cabling, circuit breakers, plugs, and any other materials required for the complete installation. The cable length is estimated at +/-3 metres per air conditioner	Sum			
B.5.4	Testing of 24000BTU Midwall Split, inverter air-conditioner as per the specification	Each	2		
B.6.1	Supply of 18000BTU Ceiling Cassette inverter air-conditioner as per the specification	Each	1		
B.6.2	Installation of 18000BTU Ceiling Cassette inverter air-conditioner as per the specification	Each	1		
B.6.3	Supply all cabling, circuit breakers, plugs, and any other materials required for the complete installation. The cable length is estimated at +/-3 metres per air conditioner	Sum			

ITEM NO.	DESCRIPTION	UNIT	QTY	Rate	Amount
B.6.4	Testing of 18000BTU Ceiling Cassette inverter air-conditioner as per the specification	Each	1		
B.7.1	Supply of 12000BTU Console inverter air-conditioner as per the specification	Each	3		
B.7.2	Installation of 12000BTU Console inverter air-conditioner as per the specification	Each	3		
B7.3	Supply all cabling, circuit breakers, plugs, and any other materials required for the complete installation. The cable length is estimated at +/- 12 metres per air conditioner	Sum			
B.7.4	Testing of 12000BTU Console inverter air-conditioner as per the specification	Each	3		
B.8.1	Delivery of all air-conditioning units, including all necessary cabling, equipment, and materials, to site, etc.	Sum	1		
	Sub-Total B-Direct Cost				
C.	SUB-TOTAL: A+ B=C (EXCL.VAT)				
D.	ADD 15% VAT (IF APPLICABLE)				
E.	TOTAL PRICE (INCL. VAT)				
N.B TOTAL PRICE TO BE CARRIED OVER TO THE FORM OF OFFER & ACCEPTANCE					