

<b>BOTSWANA SAVINGS BANK</b>	<b>CONTRACT PART 1 AGREEMENTS &amp; CONTRACT DATA</b>	<b>C1.1 FORM OF OFFER AND ACCEPTANCE</b>
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## Offer

The Procuring Entity, \_\_\_\_\_ (*name*) of \_\_\_\_\_ (*address*), has solicited offers to enter into a contract for the procurement of:

Title of the Contract:

The tenderer, identified in the 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 attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider 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.

<p>The total of the amount tendered is _____</p> <p>_____ Pula, (in words); P_____</p> <p>_____ (in figures). (Not applicable for rate only contracts)</p>
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This Offer, of which the tenderer has one originals, may be accepted by the Procuring Entity by signing the form of Acceptance overleaf and returning one fully executed original 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, whereupon the tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

### For the tenderer:

Signature(s)

Name(s)

Capacity

\_\_\_\_\_  
(Insert name and address of organisation)

\_\_\_\_\_

Name &  
signature of  
witness

Date

## Acceptance

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the Procuring Entity accepts the tenderer's Offer. In consideration thereof, the Procuring Entity shall pay the Service Provider 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 Procuring Entity 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 Form of Offer and Acceptance)

The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Reporting Requirements

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Pula

Appendix F: Services and Facilities Provided by the Procuring Entity

Part 2 Pricing Data

Part 3 Scope of Work

### Drafting Instructions to the Procuring Entity

- **Delete these instructions when they have been complied with**

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 Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Procuring Entity 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a fully executed original of this Agreement, including the Schedule of Deviations (if any), contact the Procuring Entity'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 executed original of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Service Provider) within five days of the date of such receipt notifies the Procuring Entity in writing of any reason why he cannot accept the contents of this Form of Offer and Acceptance, this Agreement shall constitute a binding contract between the Parties.

#### **For the Procuring Entity**

Signature(s)

Name(s)

Capacity

.....  
*(Insert name and address of organisation)*

Name &  
signature of  
witness

.....  
Date

**Note:** If tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

(Suggested format, to be completed by the Procuring Entity prior to award of contract)

#### **Schedule of Deviations**

Note:

1. The extent of deviations from the tender documents issued by the Procuring Entity prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. In the event of conflict between the contents of this Schedule of Deviations and any other list or record of tender stage amendments or addenda, this Schedule shall take precedence.

**1      Subject** \_\_\_\_\_

Details

\_\_\_\_\_

**2      Subject** \_\_\_\_\_

Details

\_\_\_\_\_

**3      Subject** \_\_\_\_\_

Details

\_\_\_\_\_

**4      Subject** \_\_\_\_\_

Details

\_\_\_\_\_

**5      Subject** \_\_\_\_\_

Details

\_\_\_\_\_

**6      Subject** \_\_\_\_\_

Details

\_\_\_\_\_

By affixing the signatures of the duly authorised representatives below, the Procuring Entity and the tenderer both 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 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 Procuring Entity during this process of Offer and Acceptance.

It is expressly agreed that no information, documentation or communication not listed in the Schedule of Deviations shall have any meaning or effect in the contract between the parties

Signature(s)

Name(s)

Capacity

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

arising from this Agreement.

**For the tenderer:**

**For the Procuring Entity**

Signature(s)

Name(s)

Capacity

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

