

Offer

- **The essential elements of a valid offer-**

1. Intention to create legal relationship: The 'offer' must be with the intent to create a legal relationship between the parties. Thus, an invitation to a friend to join for dinner is a social activity and not a legal offer so the acceptance of the same cannot form a valid contract.
2. Certain and definite: the offer must be certain and definite and not vague. It should be understandable.
3. Offer must be express or implied: The offer must be either expressed in words, spoken or written or implied from the gestures or conduct of the offeror.
4. Offer must be distinguished from an invitation to offer: When a person expresses something to another person to invite him to make an offer, it is known as invitation to offer. An offer is different from an invitation to offer. One should not be confused between the two.
5. Offer must be either specific or general: A specific offer is made to a particular person or group of persons and can be accepted only to whom it is specifically made. On the other hand, a general offer is made to the public in general. It can be accepted by anyone by fulfilling the terms and conditions which are mentioned in the offer.
6. Communication of Offer: Offer must be communicated to the person to whom it is made. The offeree cannot accept the offer if he is not aware of its existence.
7. An offer can be conditional: An offer can contain conditions but it should not have such terms, the non compliance of which would amount to the acceptance of the offer.

- **Differences between Offer and Invitation to offer-**

Sl. No.	OFFER	INVITATION TO OFFER
1.	Offer is the first step for formation of a contract.	When a person expresses something to another person to invite him to make an offer, it is known as invitation to offer.
2.	Offer is made to get accepted.	Invitation to offer is made to get offer.
3.	Object of offer is to enter into contract.	Its object is to receive offers from people after which contract will be created.
4	Offer becomes an agreement when it is accepted.	An invitation to offer becomes an offer.
5.	Offer gives rise to legal consequences.	It does not give rise to legal consequences.