



## APPENDIX 1:

### FORM OF OFFER AND ACCEPTANCE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

#### OFFER:

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the **APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, FABRICATION AND INSTALLATION OF STRUCTURAL STEEL MASTS, BRACKETS AND ALL RELATED ANCILLARY WORKS AT CAPE TOWN INTERNATIONAL AIRPORT**

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 total of the amount tendered is \_\_\_\_\_  
 \_\_\_\_\_ Rand inclusive of VAT, (in words);  
 R\_\_\_\_\_ (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.



SIGNED at \_\_\_\_\_ on \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_

For and on behalf of the **TENDERER**, duly authorised and warranting such authority

Full Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Witness: \_\_\_\_\_

**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:

1. The Conditions of Contract, Contract Data and Appendices (which includes this Agreement)
2. Pricing Data
3. Scope of Work
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, 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). Unless the Tenderer (now Contractor) within five 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,



SIGNED at \_\_\_\_\_ on \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_\_\_\_

For and on behalf of the **EMPLOYER**, duly authorised and warranting such authority

Full Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Witness: \_\_\_\_\_



## 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 Conditions of Tender.
2. If there is a 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.
3. 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.
4. 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.
5. 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.
6. 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	Details of the deviation



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 of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

#### **CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

For and on behalf of the **EMPLOYER**, duly authorised and warranting such authority

Full Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Witness: \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_

For and on behalf of the **CONTRACTOR**, duly authorised and warranting such authority

Full Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Witness: \_\_\_\_\_