

## PART C1: AGREEMENT AND CONTRACT DATA

# C1.1 Form of Offer and Acceptance . THIS IS FROM YOUR TOTAL PRICING SCHEDULE

#### Offer

The Purchaser, identified in the acceptance signature block, wishes to enter into a contract for the Supply and Deliver Slashers, Tractors, Petrol Cylinders, Brush Cutters, Chain Saws, Mowers, and Sprayer.

The Supplier, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the Supplier, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Supplier offers to perform all of the obligations and liabilities of the Supplier 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 VAT) is:

# (In words); (in figures)

(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)

# for the Supplier

Signature	 	 				 	 			 	 		I	Da	ite	,					 		 			 		
Name	 	 	٠.					 			 		(	Ca	ар	ac	city	/			 	٠.						
address of																												
organisation)		 							•												 ٠.		٠.	٠.	٠.			
Name and signature		 			•	 •						•			-					 				 			 	
of witness	 	 																			 		 	 				

This offer may be accepted by the Purchaser 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 Supplier in the conditions of contract identified in the contract data.

#### Acceptance

for the Purchaser

By signing this part of this form of offer and acceptance, the Purchaser identified below accepts the Supplier's offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Supplier's offer shall form an agreement between the Purchaser and the Supplier 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 and Price List

Part C3: Goods Information

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Purchaser 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.

The Supplier shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) 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 Supplier) within five working days of the date of such receipt notifies the Purchaser 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 Name			
	Airports Company South Africa,		
	Chief Dawid Stuurman International Ai Administrator Office, Aeropark Office Walmer, Eastern Cape, South Africa P O Box 5787, Walmer, Gqeberha, So	Complex, Bl	
Name and signature of witness			
Schedule o	of Deviations		
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## Confidential

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By the duly authorised representatives signing this agreement, the Purchaser and the Supplier 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 changes to the terms of the offer agreed by the tenderer and the Purchaser 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.