

## **C1.1 Form of offer and acceptance**

### **Offer**

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

### **Professional Health and Safety Services for the Bulk Services and Roads Project, Precinct 3, Cape Town International Airport**

The tenderer, identified in the offer signature block, has 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.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the **CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) PROFESSIONAL SERVICES CONTRACT (PSC)** 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 EXCLUSIVE OF VAT IS:**

**Percentage:** \_\_\_\_\_ % of the proposed construction value.

**Figures:** \_\_\_\_\_ excl. VAT

**Words:** \_\_\_\_\_ excl. VAT

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 Service Provider in the conditions of contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
tenderer**

\_\_\_\_\_  
(Name and address of organization)

Name and  
signature of

witness

Date

\_\_\_\_\_

## 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 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 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 | Scope of Work: 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 as 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.

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. Failure to fulfill 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 Service Provider) 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 ..... \_\_\_\_\_

Name and signature of witness

.....

Date .....

**For the Employer**

Signature(s) ..... \_\_\_\_\_

Name(s) ..... \_\_\_\_\_

Capacity ..... \_\_\_\_\_

Name and signature of witness

.....

Date .....

## Schedule of Deviations

|                 |       |
|-----------------|-------|
| 1 Subject ..... | ..... |
| Details .....   | ..... |
| .....           | ..... |
| .....           | ..... |
| .....           | ..... |
| 2 Subject ..... | ..... |
| Details .....   | ..... |
| .....           | ..... |
| .....           | ..... |
| .....           | ..... |
| 3 Subject ..... | ..... |
| Details .....   | ..... |
| .....           | ..... |
| .....           | ..... |
| .....           | ..... |
| 4 Subject ..... | ..... |
| Details .....   | ..... |
| .....           | ..... |
| .....           | ..... |
| .....           | ..... |
| 5 Subject ..... | ..... |
| Details .....   | ..... |
| .....           | ..... |
| .....           | ..... |
| .....           | ..... |

By the duly authorised representatives signing this agreement, 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 returnable 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 Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

(Name and address of organization/tenderer) .....  
.....

Name and signature of witness ..... Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

(Name and Address of Organization)  
Airports Company South Africa  
Private Bag X9002  
Cape Town International Airport  
7525

Name and signature of witness ..... Date .....

## Confirmation of Receipt

The Tenderer, (now Service Provider), 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:

the.....(day)

of .....(month)

20.....(year)

at .....(place)

### For the Service Provider:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name