



FORM C.1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **Construction Work at Leeuwpoot Landfill Site**

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 SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....
 Rand (in words); R (In figures).

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
 Rand (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.

Signature(s) _____
 Name(s) _____
 Capacity _____
 For the tenderer _____
 (Name and address of organisation)

Name & Signature

C1.1.1

Tenderer Witness 1 Witness 2 Employer Witness 1 Witness 2



Of Witness _____

Name

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 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:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

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.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

C1.1.2

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(Name and address of organisation)

Name & Signature
Of Witness

Name

Date

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. 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.
3. 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.
4. 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.

1 **Subject** _____
Details _____

2 **Subject** _____
Details _____

3 **Subject** _____
Details _____

4 **Subject** _____
Details _____

5 **Subject** _____
Details _____

6 **Subject** _____
Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree

C1.1.3

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

 (Name and address of Organisation)

Name & Signature _____
 Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

 (Name and address of Organisation)

Name & Signature _____
 Of Witness _____ Date _____

C1.1.4

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015, Third edition)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is Emalahleni Local Municipality
1.2.1.2	Emalahleni Local Municipality C/o Arras and Mandela street, eMalahleni Telephone (013) 690 6911 Facsimile: 013) 690 6207
1.1.1.16	The name of the Engineer is Siyandiza Consulting Engineers
1.2.1.2	The address of the Engineer is: No. 31 Sophia Street, Del Judor Extension 4, eMalahleni 1035 Telephone: 082 257 7628 Facsimile: N/A Contact: Ms Mpho Masuku

C1.1.5

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on 17 December 2021 and ends on 10 th January 2022
5.3.1	The documentation required before commencement with Works execution are: <ul style="list-style-type: none">• Health & Safety Plan (Refer to Cl. 4.3)• Initial Programme (Refer to Cl. 5.6)• Security (Deed of Guarantee) (refer to Cl. 6.2)• Insurance (Refer to Cl. 8.6)• The issuing of a variation order in terms of Clause 36.2• Approval of extension of time in terms of Clause 42.2• Approval of penalties in terms of Clause 43.1• Approval to utilize the contingencies
5.3.2	The time to the documentation required before commencement with Works execution is 14 days.
6.2.1	The security to be provided by the Contractor shall be the Performance guarantee liability of 10 % of the Contract Sum.
6.2.2	The Form of Guarantee is to contain the wording of the pro forma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
5.3.1	The Contractor shall commence executing the Works within 1 day from the Commencement Date.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6.1.3	The limit of indemnity for liability insurance is 10 % of contract value
1.1.1.14	The Works shall be completed within 3 months.
5.13.1	The initial contractual date for completion and the date from which penalties for delay in terms of clause 5.13. would be applicable, is the "Due Completion Date "being the date stipulated in the Contract Date as being the latest date for achieving Practical Completion of Works at the time of entering into the contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works but received on site is 80 % .
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.
6.10.3	The limit of retention money is 10 % of the contract value.
1.1.1.13	The Defects Liability Period is 12 months.

C1.1.6

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.1.3	Approval of the Employer is required for i). Cessions – issuing of cessions by the Contractor is expressly prohibited except if and when prior written approval of the Employer under the signature of the Municipal Manager for the issue of the cession has been requested and obtained ii). Use of contingencies – for all items for which rates have not been approved in terms the contract. iii). Extension of Time – extension of time can only be granted by the Employer.
9.1	The Engineer shall give the Contractor a written termination notice on behalf of the Employer if the circumstances and performance of the Contractor in terms of the contract warrants such action.
4.4.1	Sub-contracting – the contractor shall not sub contract the whole contract. No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including: <ul style="list-style-type: none">▪ Previous experience▪ Work which will be sub-contracted to him/her▪ Approximate value of the work to be sub-contracted Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2015, Third Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor: <ul style="list-style-type: none">✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C1.1.7

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<p>1.1.1.22</p>	<p>Construction - The following applicable standardized and particular specifications are relevant to this contract:</p> <table border="0"> <tr> <td>SABS 1200 A</td> <td>General</td> </tr> <tr> <td>SABS 1200 C</td> <td>Site Clearance</td> </tr> <tr> <td>SABS 1200 DAH</td> <td>Earthworks (small works)</td> </tr> <tr> <td>SABS 1200 DB</td> <td>Earthworks (Pipe trenches)</td> </tr> <tr> <td>SABS 1200 DM</td> <td>Earthworks Roads Subgrade</td> </tr> <tr> <td>SABS 1200 GA</td> <td>Concrete (small works)</td> </tr> <tr> <td>SABS 1200 LB</td> <td>Bedding (pipes)</td> </tr> <tr> <td>SABS 1200 LC</td> <td>Cable Ducts</td> </tr> <tr> <td>SABS 1200 LE</td> <td>Stormwater Drainage</td> </tr> </table>	SABS 1200 A	General	SABS 1200 C	Site Clearance	SABS 1200 DAH	Earthworks (small works)	SABS 1200 DB	Earthworks (Pipe trenches)	SABS 1200 DM	Earthworks Roads Subgrade	SABS 1200 GA	Concrete (small works)	SABS 1200 LB	Bedding (pipes)	SABS 1200 LC	Cable Ducts	SABS 1200 LE	Stormwater Drainage
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SABS 1200 LE	Stormwater Drainage																		
<p>6.9.1</p>	<p>Plant & Materials - All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.</p>																		
<p>4.9.1</p>	<p>Construction Equipment - All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.</p> <p>Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment</p>																		
<p>5.12</p>	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>																		

PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works (2015, Third Edition)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

C1.1.8

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Clause	Data
1.8	The Contractor is:
1.2.2	Name:
	The Address of the Contractor is:
	Address (physical):

	Address (postal):
	Telephone: Facsimile:
	E-mail:
37.2.2.3	The percentage allowance to cover overhead charges is

C1.1.9

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2