



**CONSTRUCTION OF THE PHASE 1 OF THE NEW FREEDOM PARK SECURITY WELCOME CENTRE**

**BID NUMBER: FP/01/2024 PO**

**FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

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

**CONSTRUCTION OF THE PHASE 1 OF THE NEW FREEDOM PARK SECURITY WELCOME CENTRE**

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 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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS [Brought forward from Final Summary Section]**

Amount 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.

**FOR THE CONTRACTOR:**

Signature (of Person authorised to sign the Tender): .....

Name (of Signatory in capitals): .....

Capacity (of Signatory):.....

Name of Tenderer (*Organisation*): .....

Address of Tenderer: .....

.....

Telephone number: ..... Fax number: .....

E-mail address: ..... Date: .....

***[Failure of a Tenderer to complete and sign this form will invalidate the tender]***

## 2. 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:

- Agreements and Contract Data,
- Pricing Data;
- Scope of Work: Works Information
- 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 listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, 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 Contractor) 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.

### FOR THE EMPLOYER:

Name: ..... Name: .....

Signature: ..... Signature: .....

Capacity: ..... Capacity: .....

For the Employer: .....

.....  
(Insert the name and address of organisation)

Name of Witness: ..... Signature: .....

### 3. SCHEDULE OF DEVIATIONS

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 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.

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 the draft contract, 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 EMPLOYER:

Name: .....	Name: .....
Signature: .....	Signature: .....
Capacity: .....	Capacity: .....

For the Employer: .....

.....  
*(Insert the name and address of organisation)*

**FOR THE CONTRACTOR:**

Name of Witness: ..... Signature: .....

Name: ..... Name: .....

Signature: ..... Signature: .....

Capacity: ..... Capacity: .....

For the Contractor: .....

.....  
*(Insert the name and address of organisation)*

Name of Witness: ..... Signature: .....