



Knysna

Municipality • Munisipaliteit • uMasipala
INCLUSIVE. INNOVATIVE. INSPIRED.

TENDER DOCUMENT

TENDER NUMBER:		T18 of 2021/22	
TENDER DESCRIPTION:		TO PERFORM ELECTRICAL AND ASSOCIATED WORKS FOR A PERIOD OF THREE (3) YEARS	
CLOSING TIME:	12H00	CLOSING DATE:	13 October 2021
Tender Box at: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING, QUEEN STREET KNYSNA 6570		NB: <ol style="list-style-type: none"> All bids must be submitted on the official forms – (not to be re-typed) Bids must be completed in black ink in writing No bids will be considered from persons in the service of the state 	
Name of Bidder:		Hugh Lawrence Direct Solutions(PTY)LTD Cell: 079 604 3447	
Tendered Amount:		Section A: R <u>83762,00</u> Section B: R <u>—</u> Section C: R <u>—</u> Section D: R <u>—</u>	
B-BBEE Status Level of Contributor:		1	
Preference Points Claimed:		20	
CSD Supplier number		MAA 0378102	
CSD Unique reference number		09373888-FACTD-4032-ACC8 -384819430832	
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES or VALID SWORN AFFIDAVITS			
Signature of Knysna Municipality Officials at Tender Opening		1.	
		2.	

13 OCT 2021

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

(Agreement)

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

To Perform Electrical and Associated Works for a Period of Three (3) Years

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid 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 Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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:

Section A of the Works: Tree and Bush Clearance within Servitudes, etc.

..... *Eighty Three Thousand Nine hundred and sixty Two* Rand (in words)

R. *83 92, 00* (in figures).

Section B of the Works: LV Service Connections and Metering

..... Rand (in words)

R. (in figures).

Section C of the Works: MV and LV Reticulation Construction Work

..... Rand (in words)

R. (in figures).

Section D of the Works: MV and LV Reticulation Maintenance Work

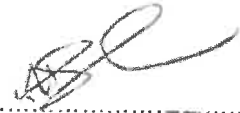
..... Rand (in words)

R. (in figures).

One (1) or more 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 Bidder before the end of the period of validity stated in the Bid Data whereupon the Bidder becomes the party named as the **Contractor** in the Conditions of Contract identified in the Contract Data.

For the Bidder:

Signature



Hugh Lawrence

Direct Solutions(PTY)LTD

Name

Cell: 079 604 3447

Director

Capacity

Hugh Lawrence

Name and address of organisation

Direct Solutions(PTY)LTD

Cell: 079 604 3447

535 CHARLIE LEWIS

STREET HOEVE

Signature and name of witness

Signature



Name

Hugh

Date

12/10/2021

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts one (1) or more of the Bidder's Offers. 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 Bidder's Offer shall form an Agreement between the Employer and the Bidder 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
- Part C3 Scope of Work
- Part C4 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 Bid Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 Bidder shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

For the Employer:



Signature

J. S. Adams

Name

ACTING MUNICIPAL MANAGER.

Capacity

Name and address of organisation

Khaysna Municipality

Clyde Street

Khaysna, 16570

Signature and name of witness



Signature

Mzwanele Mato

Name

Date

22/2/2022

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder 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 Bidder:

[Handwritten Signature]

Hugh

Director

Name and address of organisation:

.....
Hugh Lawrence

Direct Solutions(PTY)LTD

Cell: 079 604 3447

.....
CHARLE LEWIS

For the Employer:

Signature

Name

Capacity

Name and address of organisation:

.....

Witness Signature

Witness Name

Date