



**Knysna**  
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**AUGUST 2021**

**TENDER NUMBER: T 03 OF 2021/22**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA)  
& WARD 5 (RHEENENDAL)**

ISSUED BY:	PREPARED BY:
Knysna Municipality P O Box 21 KNYSNA 6570	Bosch Projects (Pty) Ltd P.O. Box 27158 GREENACRES 6057
Contact Person: Mr Mpumelelo Nzuzo Tel: 044 302 6300	Contact Person: Mr Alex Erens Tel: 041 363 0598

Registered Name of Tenderer: <b>PHEFONG CONSTRUCTION AND PROJECTS</b>	
TRADING NAME OF TENDERER: <b>PHEFONG CONSTRUCTION</b>	
Registration No. of Entity: <b>2010/147291/23</b>	
Contact Person: <b>PORTIA NGCWABE</b>	CSD Supplier Code: <b>MAAAD057569</b>
Tel. No.: <b>047 404 2415</b>	E-mail Address: <b>mfo@pcp-projects.co.za</b>
Cell No.: <b>081 396 9108</b>	Fax No: <b>0866676027</b>
CIDB CRS Number(s): <b>10017086</b>	
B-BBEE Status Level: <b>1</b>	
FINANCIAL OFFER: <b>R6,390,396.71</b>	



**C1.1: 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 procurement of:

**CONTRACT NO. T 03 OF 2021/22: SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

The tenderer, identified in the offer signature block, 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 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:**

SIX MILLION THREE HUNDRED AND NINETY  
THOUSAND THREE HUNDRED AND NINETY SIX RAND  
SEVENTY ONE CENT  
Rand (in words);  
R 6,390,396.71 (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 terms of the conditions of contract identified in the contract data.

**For and on behalf of the Tenderer:**

Signature(s) of authorized agent(s)   
Name(s) PORTIA NGCWABE  
Capacity of authorized agents: CEO

Date: 06-09-2021

Name and address of organization:  
PHEFONG CONSTRUCTION  
134 OFFICE 14, KEMPTON RD  
KEMPTON PORT ELIZABETH

Witness: LORHANG CHOISENG  
(Name)  
(Signature)

Date: 06-09-2021

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## 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:

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 C1 to C4 above, or into the Addenda to the Tender Documents.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (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 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 the 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 (5) 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 and on behalf of the Employer:

Signature(s) of authorized agent(s)

Date: 05-04-2022

Name(s)

J. Jacobs

Capacity

Municipal Manager

Name and address of organization:

KNYSNA Municipality  
P O Box 21, KNYSNA, 6570

Witness:

Vuyolwethu  
(Name)

(Signature)

Date:

05/04/2022

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### 3 SCHEDULE OF DEVIATIONS

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before 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, be 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.

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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject Acceptance of letter dated 07 March 2022  
Details = The award is subject to the contractor providing a
2. Subject provision of an additional performance guarantee of 5%,  
Details which is over and above the normal 10% performance guarantee.
3. Subject - Said guarantee is a means to secure the municipality  
Details against performance risk due to your tender price being
4. Subject 20/60% lower than the estimate of the consulting engineers.  
Details - The tender is subject to the rates as provided in
5. Subject the bill of quantities.  
Details .....

By the duly authorized representatives signing this schedule of deviations, 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 and on behalf of the Tenderer:**

Signature(s) of authorized agent(s) 

Date: 06-09-2021

Name(s) PORTIA NGCWABE


Capacity of authorized agents: CEO

Name and address of organization:

PHIFONG CONSTRUCTION  
134 OFFICE 19, KEMPTON ROAD  
KEMPTON PORT ELIZABETH

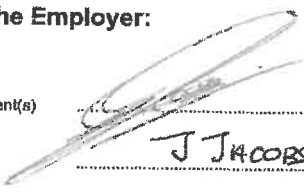
Witness:

LEBOHANG KHOTSONA  
(Name)

  
(Signature)

Date: 06-09-2021

**For and on behalf of the Employer:**

Signature(s) of authorized agent(s) 

Date: 05-04-2022

Name(s) J JACOBS

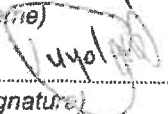
Capacity Municipal Manager

Name and address of organization:

Knysna Municipality  
P O Box 21, KNYSNA, 6570

Witness:

Vuyoluthu  
(Name)

  
(Signature)

Date: 05/04/2022