



**KNYSNA**  
Municipality  
Munisipaliteit  
uMasiyala

### Tender Document

**Tender No:** T33/2021/2022  
**Name of Tenderer:** STARK TIME TRAINING CC

### KNYSNA: HORNLEE TOWNSHIP: REPLACEMENT AND REHABILITATION OF EXISTING WATER NETWORK, PHASE 2A

**Issued by:**  
Knyrna Municipality  
P. O. Box 21  
Knyrna  
6570  
Tel: 044 - 302 6300

**Project Managers and Consulting Engineers**  
*Uthambiso Consult (Pty) Ltd*  
P. O. Box 2462  
George  
6530  
Tel No. 044 - 874 2380

## C1.1 FORM OF OFFER AND ACCEPTANCE

**IMPORTANT NOTE:**

*Form A - ALL Tenderers **MUST** complete and sign Form A: OFFER (the first page hereafter).*

*Form B - ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.*

*Form C - SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.*

*A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and will be disqualified in the discretion of the Employer.*

### B: ACCEPTANCE

By signing this part of the 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 as set out in the General and Special Conditions of Contract, and 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 Agreement, and Contract Data, (which include this Agreement)
- Part C2 Pricing Data, including the Bill of Quantities
- Part C3 Scope of Work
- Part C4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 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.

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 other 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 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.

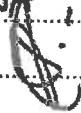
Signature:  .....

Name: (in capitals) J. JACOBS

Capacity: ACTING MUNICIPAL MANAGER

Name of Employer (organisation) KNYSNA MUNICIPALITY

Address: CLYDE STREET  
KNYSNA, 6571

Witness: Signature:  ..... Name: D. J. Louw

Date: 2022 - 03 - 24

By the duly authorised 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 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:**Signature:  .....Name: BLESSINA MHLANGA .....Capacity: MEMBER .....Tenderer: (Name and address of organisation) STARTIME TRADING - 16 JET PARK  
CARAVELLE STREET, NAUMIER - PORT ELIZABETH 6010 .....Witness :  .....

Signature: .....

Name: SIPHOKAZI MANI .....Date: 09/12/2021 .....**FOR THE EMPLOYER**Signature:  .....Name: J. Jacobs .....Capacity: Acting Mun Manager .....Employer: (Name and address of organisation) Krystna Municipality -  
Clude Street, Krystna, 6570 .....Witness : Vuyiswa .....Signature:  .....

Name: .....

Date: 07/04/2022 .....