

Acknowledgement of receipt
Office of the MM

Date: 02/03/2023

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KNYSNA
Municipality
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TENDER DOCUMENT

TENDER NO.		T 22-2022/23	
TENDER DESCRIPTION		Repair and delivery of pumps, motors, generators, including maintenance and repair for various water and sewer pump stations and facilities for a period of three (3) years	
CLOSING TIME	12H00	CLOSING DATE	09 NOVEMBER 31 October 2022 <i>ML</i>
Tender Box: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING CLYDE STREET KNYSNA 6570		NB: 1. All bids must be submitted on the official forms (not to be re-typed) 2. Bids must be completed in black ink in writing 3. No bids will be considered from persons in the service of the state	
Name of Bidder:		SNR ELECTRICAL CC	
Tender Price:		R20 204 785.32	
B-BBEE Status Level of Contributor	LEVEL 1	<i>MUNICIPALITY</i>	
Preference Points Claimed:	30	<i>400 100 80</i>	
CSD Supplier number	MAA00275412		
CSD Unique reference number	FIA5A946C-6AB4-4A02-B68F-BDC109531610		
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
Prepared by: Manager: Water and Sewer Knysna Municipality PO Box 21 KNYSNA 6570		For technical enquiries, contact: Shane Mopp at 044 302 6332, e-mail rparry@knysna.gov.za	

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:

REPAIR AND DELIVERY OF PUMPS, MOTORS AND GENERATORS, INCLUDING MAINTENANCE AND REPAIR FOR VARIOUS WATER AND SEWER PUMP STATIONS AND FACILITIES FOR A PERIOD OF THREE YEARS

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.

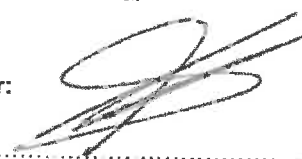
By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

TWENTY MILLION TWO HUNDRED AND FOUR THOUSAND SEVEN HUNDRED AND EIGHTY FIVE RAND AND THIRTY TWO CENTS Rand (in words) R 20,204,785.32 (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 Tenderer:

Signature 
Name SIFUNOO RABARA
Capacity MANAGING DIRECTOR

Name and address of organisation:

SNE ELECTRICAL CC, 10 HUTCHINSON STREET,
INDUSTRIAL AREA, PLETTENBERG BAY

Signature and name of witness:

Signature  Name
MEGAN MILES

Date: 26/10/2022

SNR

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

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 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 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.

For the Employer:

Signature 

Name O.P. SEBOLA

Capacity Municipal Manager

Name and address of organisation:

..... Knysna Municipality
..... P.O. Box 21, Knysna, 6570

Signature and name of witness:

Signature 

Name Donique Louw

SNR

Date:

02/03/2023

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.

(i)	Subject	.....
	Details	....................
(ii)	Subject	.....
	Details	....................
(iii)	Subject	.....
	Details	....................

NONE

SNR

(iv)	Subject	.....
	Details	.....
	
	
(v)	Subject	.....
	Details	.....
	
	
(vi)	Subject	.....
	Details	.....
	
	

None

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
..... Capacity

Name and address of organisation:
.....
.....
.....

..... Witness Signature
..... Witness Name
..... Date

For the Employer:

.....
[Signature]
..... O.P. SEBOLA
..... Municipal Manager

Name and address of organisation:
.....
.....

..... PO Box 21
..... Knysna, 6570