

**9. Offer**

- 9.1 This records the Agreement of Lease with the landlord (Xenocorp 314 cc) for the hire of the leased premises to the tenant.
- 9.2 The Tenant shall sign the endorsement appearing below, indicating an *irrevocable* offer by the Tenant to enter into an Agreement of Lease with the Landlord on the terms and conditions contained herein.
- 9.3 On signature hereof by the Landlord, this constitutes a binding lease agreement between the Landlord and the Tenant. This agreement constitutes the only valid form of acceptance and/or communication of acceptance by the landlord or its agent.

**10. Special conditions**

- Rent is to be paid in to the account (refer below) by the 1<sup>st</sup> of the Month.

Bank Account :

Name - KM Naicker  
Account Number – 42 094 0995  
Bank – Standard  
Branch – Sandton(019205)

**If tenant is a sole proprietor**

- a) Certified copy of identity document

I, K. M. Naicker (ID: 630621-5113-08-0), being duly authorised, do hereby enter into an Agreement of Lease on the terms and conditions set out herein.

Signed at Richards Bay on 13 MARCH 2015

Signature [Signature] Signatory's name K. M. NAICKER

Witness: [Signature] Witness signature: N. NAICKER

Landlord signature [Signature] Signatory's name K. M. NAICKER

Witness: [Signature] Witness signature: N. NAICKER

**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.

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 ..... Mbali Phineas Sebola  
 Capacity ..... Municipal Manager

**Name and address of organisation:**

..... Knysna Municipality  
 ..... Clyde Street, Knysna

**Signature and name of witness:**

Signature   
 Name .....  
 Date: ..... 26/04/2023





**DECLARATION**

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011; - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) KEITH M NAICKER


CAPACITY Member / Owner


SIGNATURE 

NAME OF FIRM Keineli Investments cc t/a  
MEGAFLOW

DATE 29/09/2022

WITNESSES

1. 

2. 

DATE: 29/09/2022