



1 Cullinan Crescent • Civic Centre • Kimberley • 8301• enquiries@whag.co.za • 053 8311724/5 • www.whag.co.za

PROCUREMENT DOCUMENTS

FOR

WILLIAM HUMPHREYS ART GALLERY MULTIPLE CONSTRUCTION SERVICES

Section 1:

Construction of Carports

Section 2:

Construction of Emergency Exit First Floor

Section 3:

Construction of Hanging Frames for Artifact Storage

CLIENTS REPRESENTATIVE

PROJECT MANAGER

Mr. T. Semosa MVD Kalahari Consulting Project Manager s and Town

Planners

1 Cullinan Crescent
Kimberley 186 Du Toitspan Road
8301 Kimberley

8301

Email: tumelo@whag.co.za

Tel: 053 831 1724/5

Email: theo@mvdkalahari.co.za

Tel: 053 831 1889

BID NUMBER: WB 02/2025

ADVERTISING DATE: 01 August 2025
COMPULSORY INSPECTION DATE: 08 August 2025
CLOSING DATE: 26 August 2025
CLOSING TIME: 11:00

BIDDER'S NAME:



REFERENCED INDEX TO PARTS OTHER THAN BILLS OF QUANTITIES

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FORM OF OFFER AND ACCEPTANCE

Sourt. are & culture

William Humpfrom
At Gallery

At

FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

WILLIAM HUMPHREYS ART GALLERY - MULTIPLE CONSTRUCTION SERVICES

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender 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 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.

with the conditions of conti				
THE OFFERED TOTAL OF T Rand (in words):	HE PRICES <u>INCLUSI</u>	<u>VE</u> OF VALUE	ADDED TAX IS:	
Rand in figures:	R			
VAT IS TO BE INCLUDED E	VEN IF THE TENDER	ER IS A NON-	VAT VENDOR	
returning one copy of this	document to the Ter	nderer before	the end of the period of va	rm of offer and acceptance and alidity stated in the tender data contract identified in the contrac
THIS OFFER IS MADE BY T	HE FOLLOWING LEG	AL ENTITY: (c	ross out block which is not	applicable)
Company or Close Corpo	ration:		Natural Person or Partne	rship:
And: Whose Registration Number is:		OR	And: Whose Identity Number(s) is/are:	
And: Whose Income Tax R	nose Income Tax Reference Number is:			Reference Number is/are:
	A	ND WHO IS (f applicable):	
Trading under the name a	nd style of:			
		AND W	HO IS:	
Represented herein, and v	vho is duly authorised	d to do so, by:	Note:	
Mr/Mrs/Ms:		A Resolution / Power of Attorney signed by all the		
In his/her capacity as:		Representative to make		
SIGNED FOR THE TENDER	ER:			
Name of repre	sentative		Signature	Date
WITNESSED BY:				
Name of wi	tness		Signature	Date

BID: WB 02/2025



This	Offer is in respect of: (Please indicate with an "X" in the a	ppropriate blocl	<u><</u>	
The	official documents	. \square	(N.B.: Separate Offer a are to be completed for alternative offer)	
Owi	alternative (only if documentation makes provision there	eiore) 🗀		
	SECURITY	OFFERED:		
(a)	the Tenderer accepts that in respect of contracts from F	R 500 000 and up	o to R 1 million, a suret	ty of 2% of the contact
	value (excluding VAT) will be applicable and will be dedu contract	cted by the Emp	loyer in terms of the ap	oplicable conditions of
(b)	in respect of contracts above R 500 000, the Tenderer off	fers to provide se	ecurity as indicated be	low:
	(1) cash deposit of 10 % of the Contract Sum (excluding	VAT)		Yes 🗌 No 🗌
	(2) variable construction guarantee of 10 % of the Contra	act Sum (excludi	ng VAT) (WHAG 10.3)	Yes 🗌 No 🗌
	(3) payment reduction of 10% of the value certified in the	e payment certif	ficate (excluding VAT)	Yes 🗌 No 🗌
	(4) cash deposit of 5% of the contract sum (excluding. V the payment certificate (excluding. VAT)	/AT) and a payme	ent reduction of 5% of t	the value certified in
	the payment certificate (excluding, VAT)			Yes 🗌 No 🗌
	(5) fixed construction guarantee of 5% of the contract s	-	/AT) and a payment red	duction of 5% of the
	value certified in the payment certificate (excluding	VAI)		Yes 🗌 No 🗌
NB.	Guarantees submitted must be issued by either an ins	urance compan	y duly registered in te	rms of the Short-Term
Insu	rance Act, 1998 (Act 35 of 1998) or by a bank duly register	ed in terms of the	e Banks Act, 1990 (Act	94 of 1990) on the pro-
form	a referred to above. No alterations or amendments of the	e wording of the p	oro-forma will be acce	pted.
The	Tenderer elects as its <i>domicilium citandi et executandi</i> in	the Republic of	South Africa, where ar	ny and all legal notices
may	be served, as (physical address):			
•••••	Other Contact Details	s of the Tendere	er are:	
Tel	ephone No.:	Cellular Phone	e No.:	
_			NI.	
Fax	(No.:	Other contact	No.:	
	stal address:			
Ma	in or Principal Place of Business:			
••••		•••••		
E-r	nail Address:			

PROJECT: WILLIAM HUMPHREYS ART GALLERY – MULTIPLE CONSTRUCTION SERVICES BID: WB 02/2025



Registered Place of Business:	
Banker:	Branch:
Registration No. of Tenderer at Department of Labour:	
CIDB Registration Number (attach copy of certificate):	
CSD Number:	SARS Pin:

BID: WB 02/2025



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:

i art i - Agreement and contract data, (winch includes this agreemen	art 1	Agreement and	l contract data,	, (which includes this agreemer
--	-------	---------------	------------------	---------------------------------

Pricing data Part 2

For the Employer:

Part 3 Scope of work

Part 4 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 tender data and any addenda thereto as 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 one week 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 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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission, or if delivered by telefax, one working day after transmission, or if delivered by email, one working day after transmission.

Name of signatory		Signature	Date
Name of Organisation:	WILLIAM HUMPHREYS ART GALLERY		
Address of Organisation: William Humphreys Art Gallery 1 Cullinan Crescent Civic Centre Kimberley 8301			
WITNESSED BY:	•		

Name of witness	Signature	Date



Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorized representatives signing this agreement, 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 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.



THE TENDER



PART T1: TENDERING PROCEDURES



T1.1- Notice and Invitation to Tender



SBD₁

PART A INVITATION TO BID

YOU ARE HEREBY INVI	TED TO BID FOR I	REQUIREMENTS OF T	HE WI	LLIAM HUMPHRE	YS ART	GALLERY	
BID NUMBER: WB 02/		CLOSING DATE:		26 AUGUST 202			11:00
DESCRIPTION WILLIA							
BID RESPONSE DOCUM		EPOSITED IN THE BID	BOX	SITUATED AT (STR	EET AL	DDRESS)	
William Humphreys Ar 1 Cullinan Crescent	t Gallery						
Kimberley, 8301							
BIDDING PROCEDURE	ENOUIRIES MAY	BE DIRECTED TO	TEC	HNICAL ENQUIRIE	S MAY	BE DIRECTE	D TO:
CONTACT PERSON				TACT PERSON			
TELEPHONE NUMBER			TELE	PHONE NUMBER			
FACSIMILE NUMBER			FAC	SIMILE NUMBER			
E-MAIL ADDRESS			E-MA	AIL ADDRESS			
SUPPLIER INFORMATION	ON						
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER				T			
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER	TAX			CENTRAL			
COMPLIANCE STATUS	COMPLIANCE SYSTEM PIN:		OR	SUPPLIER DATABASE No:	MAAA		
D DDEE 0747110 1 51/51		PLICABLE BOX]	B-BE	SEE STATUS LEVEL		[TICK APPLIC	ABLE BOX]
B-BBEE STATUS LEVEL VERIFICATION			SWC	RN AFFIDAVIT			
CERTIFICATE	Yes	∐ No				Yes	∐ No
[A B-BBEE STATUS LI	EVEL VERIFICAT	ION CERTIFICATE/ S	SWOR	N AFFIDAVIT (FC	OR EM	ES & QSEs)	MUST BE
SUBMITTED IN ORDER				•		(,	
ARE YOU THE							
ACCREDITED				YOU A FOREIGN		Пv	□N-
REPRESENTATIVE IN SOUTH AFRICA FOR	Yes	∏No		ED SUPPLIER FOR 1 DS /SERVICES	IHE	Yes	□No
THE GOODS				RKS OFFERED?		[IF YES, ANS	SWER THE
/SERVICES /WORKS	[IF YES EN	CLOSE PROOF]				QUESTIO	
OFFERED?						BELC	W]
QUESTIONNAIRE TO BI	DDING FOREIGN	SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?							
DOES THE ENTITY HAVE	A BRANCH IN TH	IE RSA?				☐ YES	S 🗌 NO
DOES THE ENTITY HAVE	A PERMANENT E	STABLISHMENT IN TH	E RSA'	?		☐ YES	S 🗌 NO
DOES THE ENTITY HAVE	ANY SOURCE OF	INCOME IN THE RSA	?			☐ YES	S 🗌 NO
IS THE ENTITY LIABLE IN	THE RSA FOR AN	IY FORM OF TAXATION	l?			☐ YES	S 🗌 NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	



Notice and Invitation to Tender

WILLIAM HUMPHREYS ART GALLERY INVITES TENDERS FOR:

Project Title:	WILLIAM HUMPHREYS ART GALLERY – MULTIPLE CONSTRUCTION SERVICES		
Bid No:	WB 02/2025	Closing Time:	11:00
Closing Date:	26 AUGUST 2025	Validity Period:	120 Days

Tandarara abauld baya a CIDD contractor grading of	2 CE OR HIGHER
	2 SL OR HIGHER

	RESPONSIVENESS CRITERIA					
	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation					
$\sqrt{}$	of submission, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for the specified CLASS and RANGE of construction					
	works are eligible to submit tenders.					
	Joint ventures are eligible to submit tender provided that:					
	1. Every member of the joint venture is registered with the CIDB					
-	2. The lead partner has a contractor grading designation one grade lower in the value or higher as indicated above; and					
√	3. The combined contractor grading designation calculated in accordance with the Construction					
	Industry Development Regulations is equal to or higher than a contractor grading designation					
	determined in accordance with the sum tendered for this project.					
	4. A Joint Venture Agreement <u>must</u> be submitted with the tender in the case of a joint venture offer.					
√	Tender offer must be properly received on the closing date and time specified on the invitation, fully					
٧	completed and signed in ink (All as per Standard Conditions of Tender).					
$\sqrt{}$	Submission of applicable: Resolution by the Legal Entity or Consortium / joint venture, authorising a					
	dedicated person(s) to sign documents on behalf of the Firm / Consortium / joint venture.					
$\sqrt{}$	Submission of (PA-11) DECLARATION OF INTEREST.					
$\sqrt{}$	Submission of other compulsory returnable schedules / documents as per LIST OF RETURNABLE					
	DOCUMENTS.					
$\sqrt{}$	Submission of SITE INSPECTION CERTIFICATE as proof for attendance of compulsory site meeting.					
$\sqrt{}$	Submission of PRICED BILL OF QUANTITIES WITH THE TENDER					
	No bidder or any of its consortium/joint venture members may have an interest in any of the other					
$\sqrt{}$	bidder/joint venture/consortium participation in this bid. Bidders may be disqualified should such					
	be found in your bid submission.					

Tender will be evaluated according to the price and specific goals:

The 80/20 system for requirements with a Rand value of up to R50 000 000; OR

The 90/10 system for requirements with a Rand value above R50 000 000.

Where the financial value inclusive of VAT of one or more responsive tenders received equals or is less than R 50 000 000, the 80/20 system shall be applicable.

Where the financial value inclusive of VAT of all responsive tenders received has a value in excess of R 50 000 000, the 90/10 system shall be applicable.



Price / Preference / Functionality:							
Requirement	≤ R50 000 000	0 000 000 > R50 000 000					
Price	80	90	Total must squal	100			
Preference	20	10	Total must equal	100			
Functionality	70 of 100	70 of 100					

Table1: Specific goals for the tender and points claimed are indicated per table below.

Notes to tenderers: The tenderer must indicate how they claim points for each preference system.)

CRITERION	POINTS	PROOF OF CLAIM
B-BBEE Status	4	Valid B-BBEE verification certificate or an affidavit confirming micro enterprise status.
Business Based in the Northern Cape	4	Proof of Business Address not older than three months.
Ownership by Youth	4	PA-40 , Company Registration Documents, and Identity Documents of Shareholders.
Ownership by Women	4	PA-40 , Company Registration Documents, and Identity Documents of Shareholders.
Ownership by People with Disabilities	4	PA-40 , Company Registration Documents, and Identity Documents of Shareholders.

Collection of tender documents:

DEPOSIT	The document is available at www.etenders.gov.za as the Entity does not print out the document nor sell the document.
Gallery inspection	Compulsory Clarification Meeting – 08 August 2025 at 11H00 at William Humpherys Art premises

Enquiries related to tender documents may be addressed to:

Project Leader:	Mr. T. Semosa	Telephone no:	053 831 1724/5
Cell no:	N/A	Fax no:	N/A
E-mail:	tumelo@whag.co.za		

Deposit / RETURN of tender documents:

	Tender documents may be placed in the tender box at reception:
	William Humphreys Art Gallery
DEPOSITED IN	1 Cullinan Crescent
	Civic Centre
	Kimberley
	8301
Telegraphic, teleph	nonic, telex, facsimile, electronic and / or late tenders will not be accepted.
Requirements for s	sealing, addressing, delivery, opening and assessment of tenders are stated in the TENDER
DATA (T 1, 2)	



T 1.2 - Tender Data



T1.2-TENDER DATA

The William Humphreys Art Gallery invites tender for:

Project Title:	WILLIAM HUMPHREYS ART GALLERY – MULTIPLE CONSTRUCTION SERVICES			
Bid No:	WB 02/2025	Closing Time:	11:00	
Closing Date:	26 August 2025	Validity Period:	120 days	

CLAUSE	
NUMBER	DETAIL
	The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB
	Standard for Uniformity in Construction Procurement as per Government Notice No 423 Published in
	Government Gazette No. 42662 of 22 August 2019 and as amended for time to time. (see
	www.CIDB.org.za)
	The Standard Conditions of Tender make several references to the Tender Data for details that apply
	specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity
	or inconsistency between it and the Standard Conditions of Tender.
	Each item of data given below is cross-referenced to the clause marked 'F" in the above-mentioned
	Standard Conditions of Tender.
F.1.1	The employer is the William Humphreys Art Gallery.
F.1.2	For this contract the single volume approach is adopted.
	This procurement document has been formatted and compiled under the headings for a single volume
	approach as contained in table 6 of the CIDB's "Standard Uniformity in Construction Procurement."
	approach as contained in table 6 of the CIDB's Standard Officinity in Construction Frocurement.
	The list of Returnable Documents identifies which of the documents a tenderer must complete when
	submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable
	Documents including the Fully Priced Activity Schedule/ Bills of Quantities, signing the "Offer" section in
	the Form of Offer and Acceptance" and delivering the single volume procurement document back to the
	Entity bounded up as it was when it was received.
	The single volume procurement document issued by the employer comprises the following:
	TENDER
	Part 1: Tendering Procedures
	T1.1 – Tender notice and invitation to tender (Refer to index)
	T1.2 – Tender data (Refer to index)
	Part 2: Returnable Documents
	T2.1 – List of returnable documents (Refer to index)
	T2.2 – Returnable Schedules
	CONTRACT
	Part 1: Agreement and Contract Data
	C1.1 – Form of offer and acceptance (Refer to index)
	C1.2 – Contract data (Refer to index)
	C1.3 – Form of Guarantee (Refer to index)
	Part 2: Pricing Data
	C2.1 – Pricing instructions (Refer to index)
	C2.2 – Activity schedules / Bills of Quantities



	Part 3: Scop	pe of Work				
	-	of work (Refer to index)				
		or work (thorat to industry				
	Part 4: Site	Part 4: Site Information				
	C4 – Site information (Refer to index)					
F 4 4						
F.1.4	The employe					
	Name	Mr. T. van den Berg				
	Capacity	Project Manager				
	Address	186 Du Toitspan Road, Kimberley, 8301				
	Tel:	053 839 2100				
	Fax	N/A				
	E-mail	theo@mvdkalahari.co.za				
F.1.5.2	Insert the foll	lowing:				
		tender offers, save for all tenders being nonresponsive, re-issue a tender covering				
F.2.1						
1 .2.1	For eligibility	refer to Notice and Invitation to Tender T1.1.				
		vill only be entered into with a tenderer who has in his employment management and				
	supervisory s	staff satisfying the requirement of the scope of works for labour intensive competencies for				
	supervisory a	and management staff.				
	Only those te	enderers who are registered with the CIDB or are capable of being so prior to the evaluation of				
		in a Structural/Civil Engineering class of construction, in the grading mentioned in the				
		nvitation to Tender (T1.1), are eligible to submit tenders.				
	Notice and in	invitation to render (11.1), are engine to submit tenders.				
	T					
		s scoring less than a minimum of 70% in respect of the total evaluation points for quality will				
	be regarded as non-responsive.					
		NOTE: THIS SPECIAL CONDITIONS OF TENDER IS REGARDED AS A REPONSIVNESS CRITERIA, THUS				
	FAILURE TO COMPLETE AND COMPLY WILL LEAD TO THE DISQUALIFICATION OF YOUR TENDER					
	Individuals must be identified for each of the key personnel listed below.					
	e considered for an appointment in terms of this tender, the tenderer must have the key					
	personnel who will be the single point of accountability and responsibility for the management					
		works in its employment at the close of tender. Alternatively, a signed undertaking from an				
		having the required personnel, stating that they will undertake the necessary work on behalf				
	_					
	of the tender	er in terms of a sub-consultant agreement, will be acceptable.				
	_	ent Capability 1: Table A clause F.2.1				
	Contractors to provide CVs with qualifications and Organogram on Senior Staff indicating experience					
	within construction of similar projects. (Directors, Site Managers/Foreman, Qualified Artisans and					
	Technical Sta	aff)				
	B: Managem	ent Capability 2: Table B clause F.2.1				
	Contractor's	previous work as reflected on form WHAG-01 for projects of similar scope for Structural/Civil				
		projects. Contractors to provide References Letters and Contract Completion Reports or				
	_	leport for previous projects undertaken and completed successfully (With Time, Cost &				
	Quality).	and completed projects and taken and completed cases and (vinit initial)				
	Quanty,					
	C: Financial	Stability:				
	C: Financial Stability:					
		be eligible for award in terms of this tender, tenderers must submit a bank rating from a				
	_	inancial institution (not older than 3 months at tender closing date) which indicates that the				
	-	esses the minimum bank rating of Code C: Good for amount quoted if strictly in the way of				
	business – U	Inlikely to commit themselves beyond their means.				
	D: Technical	••				
		to provide Preliminary Construction Program and Approach Methodology for execution				
	of project wit	thin the construction period of 6 months.				

BID: WB 02/2025



Bidders must take note of the following:

Bank Rating

The amount of enquiry on the bank rating letter must be equal to the sum of the amount tendered (including VAT) or higher.

A tender shall not be evaluated further under the following conditions;

- 1.A bidder who fails to provide a bank rating letter.
 - Bidders who fail to satisfy any of the above eligibility criteria contained in clause F.2.1.C shall be deemed to be non-responsive and their bids shall not be considered further. Bidders shall not be provided a second opportunity by the employer to submit any information in relation to any of the above eligibility criteria where such information is not provided by the bidder, bound within the bid submission, on the date and time of the bid closing.

Compulsory Briefing

For particulars regarding a pre-tender site inspection meeting, see Tender Notice and Invitation to Tender T1.1

Alternative Offer

Alternative tender offer permitted: Yes \square No $\boxed{\mathbf{x}}$

Submitting a tender offer

Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (one) electronic copy.

The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in the form of a joint venture agreement, in which it is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Failure to provide the joint venture agreement, bound with the tender submission, on the date and time of the closing of the bid, shall render the tender non-responsive.

The tender offer validity period is 120 days.

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. The clarification of a tender offer includes the provision of the priced bills of quantities (Part C2.2: Bills of Quantities).

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Access shall be provided for inspections, tests and analysis as may be required by the Employer

Letter of Good Standing

Tender are required to submit, bound with the tender submission, a letter of good from the compensation commissioner indicating that the bidder is in good standing. Failure to submit will result in the bid not being evaluated further.

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.



Test for responsiveness

Bidders will be considered non-responsive if, inter alia:

- 1. The bidder has failed to attend the compulsory briefing meeting and failed to submit a fully completed briefing session certificate. After the briefing session, a signed briefing certificate will be issued to all the bidders who attended the briefing session.
- 2. The bid is submitted by telegraphic, telephonic, telex, facsimile (faxed) or email media or if the tender is submitted late.
- 3. The bidder does not comply with the eligibility criteria listed in F2.1 above;
- 4. The resolution for signatory is not attached to the tender submission on a company letterhead.
- 5. The bidder has failed to fully complete and sign SBD1, SBD4, SBD8 & SBD9.
- 6. The bidder failed to comply to TAX obligations at the award of the bid.



Stage 1 Functionality

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below.

A bid will not be evaluated further if it fails to meet the minimum threshold of total 70 points out of maximum 100 points for functionality as prescribed in the following tables and a minimum of 50% per subsection.

	FUNCTIONALITY CRITERIA	POINTS ALLOCATED
Α	Management Capability 1	25
В	Management Capability 2	25
С	Financial Stability	25
D	Technical Approach	25
E	TOTAL	100

A							
Functionality criterion 1:						Weighting factor	
Management Capability 1:							
Contractors to provide CVs with qualifications and Organogram of Senior Staff indicating experience within construction of similar projects. Directors, Site Manager, Foreman, Qualified Artisans and Technical Staff. NB: Contractor to list most senior staff and tick relevant experience per staff							
Sub-Criteria		YEARS	EXPERIEN	ICE			
	POINT	S SCORING	G PER SUB	-CRITERIO	N		
Management Staff	Name	15 years or more	11 to 14 years	6 to 10 years	3 to 5 years	2 years of less	25
		25 points	20 points	15 points	10 points	5 points	
Director							
Site Manager							
Foreman							
Qualified Artisan							
Technical Staff							

В		
Functionality criteria 2:		Weighting factor
Management Capability 2:		
Contractor's previous work as for Structural/Civil Engineering	s reflected on form WHAG-01 for projects of similar scope g projects.	
'	ntactable Reference Letters and/or Practical Completion ets undertaken and completed successfully.	
7 and above	5 = 25 Points	25
5 to 6 Projects	4 = 20 Points	
3 to 4 Projects	3 = 15 Points	
1 to 2 Projects	2 = 5 Points	
0 Projects	1 = 0 Points	



С		
Functionality criteria 3:		Weighting factor
Financial Stability:		
Provide letter of financial good standing institution.	s indicating bank rating from a recognised banking	
Sub Criteria:		0.5
Credit Rating of 'A':	5 = 25 Points	25
Credit Rating of 'B':	4 = 20 Points	
Credit Rating of 'C':	3 = 15 Points	
Credit Rating of 'D', 'E' and No Credit Rating records furnished:	0 Points	

D		
Functionality criteria 4:		Weighting factor
Technical Approach		
	minary Construction Program and Approach Methodology in the construction period of 6 months.	
Excellent	5 = 25 Points	
Good	4 = 20 Points	25
Above Average	3 = 15 Points	
Average	2 = 10 Points	
Poor	1 = 0 Points	
Total Criteria Weighting		100

Stage 2 Price and Specific Goals

The financial offer will be scored using the following Formula:

$$P_S = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group.

Bidders to fail to satisfy any of the above eligibility criteria in clause F.2.1 shall be determined to be non-responsive and their bids shall not be considered further. Bidders shall not be provided a second opportunity the employer to submit any information in relation to any of the above eligibility criteria where such information is not provided by the bidder, bound within the bid submission, on the date of the bidding.



F .2.7	For particulars regarding A PRE-TENDER SITE INSPECTION MEETING, see Notice and Invitation to Tender T1.1					
F .2.12	Alternative tender offer permitted: NO					
F .2.12	The EMPLOYERS ADDRESS FOR DELIVERY of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1					
F.2.13.6 F.3.5	A One-envelope procedure is required: Envelope 1: Form & Offer, Bid Documents, Bank Rating, and Functionality Criteria, etc, as clause F.2.1 above					
F.2.15	The CLOSING TIME for submission of tender offers is as per Notice and Invitation to Tender T1.1					
F.2.16	The tender offer VALIDITY PERIOD is as per Notice and Invitation to Tender T1.1					
F.2.18	The tenderer will be required to submit a fully Priced Bill / Lump Sum tender document, with tender closing.					
F.2.19	Access shall be provided for inspection, tests and analysis as may be required by the Employer.					
F.3.4.1 F.3.4.2.	The location for opening of the tender offers, immediately after closing time thereof shall be at: William Humphreys Art Gallery, 1 Cullinan Crescent, Civic Centre, Kimberley					
F.3.11.1	The procedure for the evaluation of responsive tender is					
	 Method 1: Financial offer Method 2: Financial offer and preferences Method 3: Financial offer and quality Method 4: Financial offer, quality and preferences 					
	METHOD 4 - WILL apply for this tender.					
F.3.11	Scoring the Financial Offer:					
	Ps = NEP. Wc (calculated separately for each tender offer)					
	The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:					
	$Wc = W_3 \left(1 + \frac{(P - P_m)}{P_m}\right)$					
	where					
	 W₃ = The number of tender evaluation points for quality and financial offer and equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 					
	 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000. P = The price of the financial offer of the submission under consideration. 					
	$P_{\rm m}$ = The price of the financial offer of the submission of the lowest acceptable tender.					
	Wc = Points allocated for price of tender under consideration.					
	Scoring for Preferences:					
	Tender evaluation points will be awarded to tenderers who completes the preferencing schedule and who is found to be eligible for the preference claimed.					
	Points for Direct Preference will be calculated according to the preferencing schedule of the tender under consideration as a per the points stated in the Notice and Invitation to Tender T1.1 and claimed in this form.					



	Calculate Total tender Evaluation Points:
	The point calculated for price will be added to the point scored for preference for each individual tender offer.
F.3.13.1	 Tender offers will only be accepted if: a) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector; and b) The tenderer has not: Abused the Employer's Supply Chain Management System; or Failed to perform on any previous contract and has been given a written notice to this effect.
F.3.18	Provide to the successful tender one copy of the signed contract document.
F.4	ADDITIONAL CONDITIONS OF TENDER
	The additional conditions of the tender are:
F.4.1	Invalid Tender
	Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:
	 a) If the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data): b) If the Form of Offer and Acceptance has not been completed or has not been signed by the authorised representative of the tender c) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable. d) If the tender offer is not completed in page greenble into
F.4.2	d) If the tender offer is not completed in non-erasable ink. Negotiations with preferred tenderers
	The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiations: a) Does not allow any preferred tenderer a second or unfair opportunity.
	b) Is not to the detriment of any other tender; and
	c) Does not lead to a higher price than the tender as submitted. Minutes of any such negotiations shall be kept for record purposes
F.4.3	Letter of good standing (COIDA)
	The Tenderer shall submit to the Employer a letter of good standing (COIDA)
F.4.4	Claims arising after submissions of tender
	No claim arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after submission of any tender and the tenderer shall be deemed to have:
	 Read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. Visited the site of any proposed works.
	 3) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Works and Pricing Data, the extract meaning or interpretation of which is not clearly intelligible to the tenderer. 4) Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.
	Employer's Supply Chain Management Policy.



F.4.5 Imbalance in tendered rates In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it. The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender. F.4.6 The Employer shall not formally issue tender documents in electronic format as contemplated in C.2.12.2 and C.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following: (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy. (b) The electronic version shall not be regarded as a substitute for the issued tender documents. (c) The Employer shall not accept Tender submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those Tender that have been completed on an issued hard copy tender document shall be considered. (d) The Employer accepts no responsibility or liability arising from the reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender document in all respects. Tenderers are alerted to the fact that electronic version of the tender documents may not reflect any notices or addenda that ament the tender document. (e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender as contemplated in C2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract. In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions. F.4.7 Local Content and Production for Designated Sectors: N/A F.4.8 Subcontracting as a condition of Tender: N/A F.4.9 Compliance with Occupation Health and Safety Act 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993), and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all the costs in compliance therewith. Tenderers are to note that the service provider is required to ensure that all sub-contractor/sub-consultants or other engaged in the performance of this contract also comply with the above requirements.



PART T2: RETURNABLE DOCUMENTS



T2.1- List of Returnable Documents



LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name		Number of pages issued	Returnable document	
T 2. 2-1	Resolution of Board of Directors (PA-15.1)	1 Page	⊠Yes	
T2. 2-2	Resolution of Board of Directors to enter into consortia or JV's (PA-15.2)	2 Pages	⊠Yes	
T2 2-3	Special Resolution of Consortia or JV's (PA-15.3)	3 Pages	⊠Yes	
T2. 2-4	Schedule of proposed sub-contractors (WHAG-15: EC)	1 Page	⊠Yes	
T2. 2-5	Declaration of designated groups for preferential procurement (PA-40)	1 Page	⊠Yes	
T2. 2-7 Site Inspection Meeting Certificate (WHAG-16: EC)		1 Pages	⊠Yes	
T2. 2-8	Declaration of Interest (PA-11)	3 Pages	⊠Yes	
T2. 2-9	Compulsory Enterprise Questionnaire	2 Pages	⊠Yes	
F.2.1	Bank Rating Letter (not older than 3 months at the close of tender)	Pages	⊠Yes	
	Valid COIDA Letter of Good Standing	Pages	⊠Yes	
	Joint Venture Agreement (State percentage split)	Pages	⊠Yes	
	Priced Bills of Quantities	Pages	⊠Yes	

2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name T2. 2-6 Preference Certificate (SBD6.1)		Number of pages issued	Returnable document
		6 Pages	⊠Yes
T2. 2-11	Record of Addenda to tender documents (WHAG-21: EC)	1 Pages	⊠Yes
T2. 2-12	Particulars of Contractor (refer to index)	1 Page	⊠Yes

3. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document	
Form of construction guarantee (WHAG 10.1 & WHAG 10.3)	Pages	⊠Yes	

NOTE:

Contractors to provide soft copy on Flash drive of the following and submitted with the Original completed Hard Copy of Bid Offer at time of closing:

- 1. Complete priced Bid Document (PDF format)
- 2. All relevant documentation pertaining to Functionality criteria (PDF format



Resolution of Board of Directors

T2.2-1

BID: WB 02/2025



RESOLUTION OF BOARD OF DIRECTORS: (PA-15.1)

RES	SOLUTION of a meeting of the Board of *Directors /	Members	Partners of:	
(lega	ally correct full name and registration number, if ap	plicable, c	f the Enterprise)	
Helo	d at	(place)		
On _		_ (date)		
RES	SOLVED that:			
1.	The Enterprise submits a Bid / Tender to the WILLIAM	1 HUMPHR	EYS ART GALLERY	in respect of the following project:
	(Project description as per Bid / Tender Document)			
	Bid / Tender Number:		(Bid)	/ Tender Number as per Bid / Tender
	Document)			
2.	*Mr/Mrs/Ms:			
in *h	nis/her Capacity as: :		(Position in	the Enterprise)
coni	and is hereby, authorised to sign the Bid / Tend nection with and relating to the Bid / Tender, as we n the award of the Bid / Tender to the Enterprise me	ll as to sig	n any Contract, a	
	NAME	Сара	city	Signature
1				
2				
3				
4				
5				
6				
NI -				
<u>No</u> 1.	* Delete which is not applicable		ENTERPRISE S	TAMP
<i>2</i> .	NB. This resolution must be signed by <u>all</u> the Dire Members / Partners of the Bidding Enterprise	ectors /		
3.	Should the number of Directors / Members/Pa exceed the space available above, additional nam signatures must be supplied on a separate page			



Resolution of Board of Directors to Enter into Consortia or Joint Ventures

T2. 2-2

BID: WB 02/2025



RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES: (PA-15.2)

RE	SOLUTION of a meeting of the Board of *D	irectors / Members	s / Partners of:			
(Le	egally correct full name and registration nur	mber, if applicable,	of the Enterprise)			
He	eld at	(place)			
Or	1	(date)				
RE	SOLVED that:					
3.	The Enterprise submits a Bid /Tender, in co	onsortium/Joint Ven	ture with the following Enterprises:			
	(List all the legally correct full names Consortium/Joint Venture)	and registration i	numbers, if applicable, of the Enterprises forming the			
	to the WILLIAM HUMPHREYS ART GALLEI	RY in respect of the	following project:			
	(Project description as per Bid /Tender Do	•	(Bid / Tender Number as per Bid /Tender			
4.	*Mr/Mrs/Ms:					
	in *his/her Capacity as:		(Position in the Enterprise)			
	and who will sign as follows:					
		or correspondence	ture agreement with the parties listed under item 1 above, in connection with and relating to the consortium/joint ove.			
5.		m, and in any way co	es listed under item 1 above for the due fulfilment of the onnected with, the Contract to be entered into with the			
6.	The Enterprise chooses as its <i>domicilium citandi</i> et executandi for all purposes arising from this joint venture agreement and the Contract with the Entity in respect of the project under item 1 above:					
	Physical address:		Postal Address:			
	(code)		(code)			
	Telephone number:	(code)	Fax number: (code)			



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

N	o	t	e	:

- 1. * Delete which is not applicable
- 2. **NB**. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise
- 3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

Joint ventures are eligible to submit tender provided that:

- Every member of the joint venture is registered with the CIDB
- The combined contractor grading designation calculated in accordance with the Construction Industry

 Development Regulations is equal to or higher than a contractor grading designation determined in accordance with
 the sum tendered for this project.
- A Joint Venture Agreement <u>must</u> be submitted with the tender in the case of a joint venture offer.



Special Resolution of Consortia or Joint Ventures T2. 2-3

Sport, are & culture

Share State one.

William Europhreys

And Control

Share of State

Share

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES: (PA-15.3)

cor	nsortium/joint venture to jointly bid for the project mentioned below: (legally correct full names and registration numbers)		
	pplicable, of the Enterprises forming a Consortium/Joint Venture)		
1.	·		
2.			
3.			
4.			
5.	,		
6.			
7.			
Нα	ld at (place)		
	(blace)		
	SOLVED that:		
ne.	SOLVED tilat.		
RE	SOLVED that:		
A.	The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the WILLIAM HUMPHREYS ART GALLERY in respect of the following project:		
	(Project description as per Bid /Tender Document)		
	Bid / Tender Number:(Bid / Tender Number as per Bid / Tender Document)		
B.	Mr/Mrs/Ms:		
	in *his/her Capacity as:(Position in the Enterprise)		

and who will sign as follows:

PROJECT: WILLIAM HUMPHREYS ART GALLERY - MULTIPLE CONSTRUCTION SERVICES

BID: WB 02/2025



be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Entity in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Entity 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Entity for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Entity, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Entity referred to herein.
- G. The Enterprises choose as the domicilium citandi et executandi of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Entity in respect of the project under item A above:

Physical address:	
	(code
E-mail address :	
Business address:	
	 (code
Postal Address:	
	 (code
Telephone number: _	 (code)
Fax number:	(code)



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

- 1. **NB**. This resolution must be signed by <u>all</u>the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
- 3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
- 4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Joint ventures are eligible to submit tender provided that:

- Every member of the joint venture is registered with the CIDB
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for this project.
- A Joint Venture Agreement <u>must</u> be submitted with the tender in the case of a joint venture offer.



Schedule of Proposed Subcontractor T2. 2-4

BID: WB 02/2025



SCHEDULE OF PROPOSED SUBCONTRACTORS: (WHAG-15: EC)

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council and/or with the CIDB (Construction Industry Development Board).

	Name and address of propos Subcontractor	ed Nature and extent	of work	Previous experience Subcontractor	e with
1					
2					
3					
4					
5					
N	lame of representative	Signature	Capacit	у	Date
	Name of organisation:				



Capacity of Tenderer T2. 2-5

WORK CAPACITY OF TENDERER:

1. **WORK CAPACITY: (**The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)

Skilled artisans employed	·	Unskilled employees employed				
Categories of artisans	Number	Categories of employees	Number			

1.1. Provide full particulars of:

Machinery	Plant	Workshops



2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

2.1. Current projects: FORM: WHAG-01

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							



2.2. Previous projects:

2.2. Previous projects:							FC	ORM: WHAG-01
Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion

		(town)	person	iei. No.	amount	perioa	commencement	completion	completion
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
			1			1			



☐ Yes ☐ No

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer		••••••		☐ EME1 ☐ QSE2 ☐	Non EME/QSE (tick a	pplicable box)
1. LIST ALL PROPRIETORS, N	1EMBERS OR SHAREHOL	DERS BY NAME, ID	DENTITY NUMBER, CITI	ZENSHIP AND DESIGI	NATED GROUPS.	
Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
		-	-	-		-

%

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

10.

[#] Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number

^{##} State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise



2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1. The information and particulars contained in this Affidavit are true and correct in all respects.
- 2. The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2020 as amended, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents.
- 3. The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein.
- 4. The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein.
- 5. Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter.

Signed by the Tenderer

Name of representative	Signature	Date



Preference Certificate

T2. 2-6



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10 $Ps=80\left(1-rac{Pt-P\,min}{P\,min}
ight)$ or $Ps=90\left(1-rac{Pt-P\,min}{P\,min}
ight)$ Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

4.2.1. Preferential Points will be awarded as per below scoring:

CRITERION	POINTS	PROOF OF CLAIM			
B-BBEE Status	4	Valid B-BBEE verification certificate or an affidavit			
		confirming micro enterprise status.			
Business Location	4	Proof of Business Address not older than three months.			
Ownership by Youth	4				
		Documents of Shareholders.			
Ownership by Women	4	PA-40, Company Registration Documents, and Identity			
		Documents of Shareholders.			
Ownership by People with	4	PA-40, Company Registration Documents, and Identity			
Disabilities		Documents of Shareholders.			



4.2.1.1. B-BBEE Status Points will be awarded as indicated below:

B-BBEE STATUS	POINTS	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	4	
Level 2	3	
Level 3	2	
Level 4 and below	1	
Non-compliant	0	

4.2.1.2. Business Location will be awarded as indicated below:

Business Location	POINTS	Number of points claimed (80/20 system) (To be completed by the tenderer)
Northern Cape	4	
Other Provinces	0	

4.2.1.3. Ownership Points for Women will be awarded as indicated below:

OWNERSHIP	POINTS	Number of points claimed (80/20 system) (To be completed by the tenderer)
Above 50%	4	
Above 40%	3	
Above 25%	2	
Above 10%	1	

4.2.1.4. Ownership Points for Youth will be awarded as indicated below:

OWNERSHIP	POINTS	Number of points claimed (80/20 system) (To be completed by the tenderer)
Above 50%	4	
Above 40%	3	
Above 25%	2	
Above 10%	1	

4.2.1.5. Ownership Points for People with Disabilities will be awarded as indicated below:

OWNERSHIP	POINTS	Number of points claimed (80/20 system) (To be completed by the tenderer)
Above 50%	4	
Above 40%	3	
Above 25%	2	
Above 10%	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

(Pty) Limited

4.3.	Name of company/firm		
4.4.	Company registration number:		
4.5.	TYPE	OF COMPANY/ FIRM	
		Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company	

BID: WB 02/2025



	Non-Profit Company		
	State Owned Company		
[TICK APPLICABLE BOX]			

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have -
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - forward the matter for criminal prosecution, if deemed necessary. (e)

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	



Site Inspection Meeting Certificate

T2. 2-7

Sport, area & culture

Sport, area & culture

William Hamphreys
Are Gallery

William Hamphreys
Are Gallery

William Hamphreys
Are Gallery

William Hamphreys
Area Gallery

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SITE INSPECTION MEETING CERTIFICATE: WHAG-16-EC

Project title:	WILLIAM HUMF	PHREYS ART GALLERY – MULTIPL	E CONSTRUCTION SERVICES
This is to certify that I,			representing
			in the company of
		visited	d the site on:
am satisfied with the descripti	on of the work an	-	and the cost thereof. I further certify that I nspection meeting and that I understand contract.
Name of Tenderer		Signature	Date
Name of Project Lead	er	Signature	Date
Name of Project Mana	ger	Signature	Date



Declaration of Interest

T2. 2-8



SBD4 BIDDER'S DISCLOSURE

1. Purpose of the form

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state?

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by William Humphreys Art Gallery?	
2.2.1	If so, furnish particulars:	
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person havi controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bid for this contract?	ding
2.3.1	If so, furnish particulars:	
3 DE	ECLARATION	

following statements that I certify to be true and complete in every respect:

I, the undersigned, (name) in submitting the accompanying bid, do hereby make the

^{4.1} I have read and I understand the contents of this disclosure;

³ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



- 4.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 4.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 4.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 4.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the William Humphreys Art Gallery in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 4.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, 3 and 4 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of Bidder

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

BID: WB 02/2025



SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1. This Standard Bidding Document must form part of all bids invited.
- 2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3. The bid of any bidder may be disregarded if that bidder, or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the	Yes	No
	restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of	Yes	No
	section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?		
	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

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William Humphrops
Art Gallery

Art G

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) FURNISHED ON THIS DECLARATION FORM IS	CERTIFY THAT THE INFORMATION TRUE AND CORRECT.
I ACCEPT THAT, IN ADDITION TO CANCELLAT THIS DECLARATION PROVE TO BE FALSE.	ION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD
Signature	Date
Position	 Name of Bidder

BID: WB 02/2025



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- This Standard Bidding Document (SBD) must form part of all bids⁵ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)6. Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁵ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁶ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

BID: WB 02/2025



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
(Bid Number and Description)	
in response to the invitation for the bid made by:	
(Name of Institution)	
do hereby make the following statements that I certify to be true and comple	ete in every respect:
I certify, on behalf of:	that: (Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed
 - a. as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.



- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder



Record of Addenda to Tender Documents T2. 2-11

sport, arts & colore

SDARF Solt ones

William Humphreys
Art Gellery

RECORD OF ADDENDA TO TENDER DOCUMENTS: WHAG-21-EC

1.	I / We confirm that the following communications received from the WILLIAM HUMPHREYS ART GALLERY before the
	submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (Attach
	additional pages if more space is required)

	Date	Title	or Details
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
	Name of Tenderer	Signature	Date

Name of Tenderer	Signature	Date

submission of this tender offer, amending the tender documents.



WHAG-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	WILLIAM HUMPHREYS ART GALLERY – MULTIPLE CONSTRUCTION SERVICES
Tender no:	WB 02/2025

This schedule should be completed by the tenderer. (Attach additional pages if more space is required)

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Project Manager of the MVD Kalahari Consulting Project Manager s and Town Planners within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract

sum:
$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date



Particulars of Electrical Contractor T2. 2-12

sport, arts & culture

Strake State ones.

William Humphreys
Art Callary

Art Calla

PARTICULARS OF ELECTRICAL CONTRACTOR

We confirm that the Contractor contracted to construct are registered with the Electrical Contracting Board of SA, the				
Department of Employment and Labour a	and with the CID	B (Construction Industr	y Development Board) in their class of	
construction.				
Name of Contractor:				
Address:				
Contractor registration number at the E	lectrical			
Contracting Board of S.A.:				
Name of Tenderer	Si	gnature	Date	



Special Conditions of Contract For Subcontracting



SPECIAL CONDITIONS OF TENDER

PROJECT: WILLIAM HUMPHREYS ART GALLERY – MULTIPLE CONSTRUCTION SERVICES

TENDER NO: WB 02/2025

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data. The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies. The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

The employer's agent is MVD Kalahari Consulting Engineers and Town Planners. Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents

A competitive negotiation procedure will not be followed.

A two-stage system will not be followed.

SUBCONTRACTING

SUBCONTRACTING: N/A



Compulsory Enterprise Questionnaire T2. 2-9

Sport arts & column Art Gallery
Art Galler

Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.				
Attach to this form the most recent fin	ancial statements of the tendering	entity.		
Section 1: Name of enterprise:				
Section 2: VAT registration number, i	f any:			
Section 3: CIDB registration number,	if any:			
Section 4: Particulars of sole proprie	tors and partners in partnerships			
Name*	Identity number*	Personal incom	ne tax number*	
* Complete only if sole proprietor or part	nership and attach separate page if n	nore than 3 partr	ners	
Section 5: Particulars of companies a	and close corporations			
Company registration number				
Close corporation number				
Tax reference number				
CSD Number				
SARS Pin				
Section 6: Record in the service of the state Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:				
 a member of any municipal council a member of any provincial legislature a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) a member of an accounting authority of any national or provincial public entity 				
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder Name of sole proprietor, partner, board or organ of state and position held Status of service (tick appropriate column) Current Within last 12 months				
*insert separate page if necessary	1	ı		

sport, arts & cubure

State of State of

Section 7: Record of spouses,	children and parents in th	e service of the state		
Indicate by marking the relevant partnership or director, manager has been within the last 12 month	, principal shareholder or	stakeholder in a compan	•	•
 a member of any municipal council a member of any provincial legislature a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity an official of any municipality or municipal entity 		 □ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) □ a member of an accounting authority of any national or provincial public entity □ an employee of Parliament or a provincial legislature □ an employee or a member of board of directors of CIDB 		
Name of spouse, child or	Name of institution, p		Status of service	
parent	organ of state and position held		(tick appropriate column)	
			Current	Within last 12 months
*insert separate page if necessar The undersigned, who warrants to i) authorizes the Employer to obe matters are in order; ii) confirms that neither the name wholly or partly exercises, or established in terms of the Pro- iii) confirms that no partner, me over the enterprise appears, I iv) confirms that I / we are not as have no other relationship with cause or be interpreted as a civ) confirms that the contents of the true and correct.	hat he / she is duly authorize tain a tax clearance certificate of the enterprise or the may exercise, control over evention and Combating of mber, director or other perhas within the last five year sociated, linked or involved the any of the tenderers or sonflict of interest; and	cate from the South Africa name of any partner, ma r the enterprise appears Corrupt Activities Act of rson, who wholly or partl s been convicted of frauc d with any other tendering those responsible for co	an Revenue Sen nager, directo on the Registe 2004; y exercises, or I or corruption; gentities subm mpiling the sco	r or other person, who er of Tender Defaulters may exercise, contro itting tender offers and ope of work that could
Signed		Date		
Name		Position		

Enterprise name



THE CONTRACT



PART C1: CONTRACT DATA



Contract Data: JBCC 2000 Principal Building Agreement



CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

CONTRACT DATA

WILLIAM HUMPHREYS ART GALLERY - MULTIPLE CONSTRUCTION SERVICES

The Conditions of Contract are clauses 1 to 41 of the **JBCC** Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

CONTRACT VARIABLES

THE SCHEDULE

The **schedule** contains all variables referred to in this document and is divided into part 1: contract data completed by the **employer** and part 2: contract data completed by the **contractor**. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this **agreement**

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicized in [] brackets

42.0 Part 1: Contract Data completed by the Employer:

42.1	CONTRACTING AND OTHER PARTIES
42.1.1	Employer:
	William Humphreys Art Gallery, represented by the Accounting Officer
	Postal address:
	PO Box 885
	Civic Centre
	Kimberley
	8300
[1.2]	Tel: (053) 831 1724/5
	Fax: N/A
	Physical address:
	William Humphreys Art Gallery
	1 Cullinan Crescent
	Civic Centre
	Kimberley
	8301



42.1.2	Professional Project Manager: MVD KALAHARI CONSULTING ENGINEERS AND TOWN PLANNERS					
[1.1, 5.1]	Agent's service: PROFESSIONAL SERVICE PROVIDER					
	Postal address:					
	186 Du Toitspan Road					
	Kimberley					
	8300					
	Tel: 053 831 1889 email: theo@mvdkalahari.co.za					
[1.1]	Representative of the Employer:					
	Project Leader: Mr. T. Semosa					
	Postal address:					
	PO Box 885					
	Civic Centre					
	Kimberley 8300					
	6300					
	Tel: (053) 831 1724/5 Cell: N/A Fax: N/A					
42.2	CONTRACT DETAILS					
42.2.1 [1.1]	Works description: Refer to document C3 – Scope of Work.					
42.2.2 [1.1]	Site description: Refer to document C4 – Site Information.					
42.2.4	Specific options that are applicable to a State organ only					
[41.0]	Where so: 1) Interest rate legislation: The interest rate applicable will be as d	atorminad by the Minister of				
[1.1 #] [31.11.2 #]	Finance, from time to time, in terms of section 80(1)(b) of the Pub	-				
[31.12.2#]	1999 (Act No. 1 of 1999)	g ,				
[11.2.#]	2) Lateral support insurance to be affected by the contractor:	Yes ☐ No ⊠				
[31.4.2#]	3) Payment will be made for materials and goods	Yes⊠ No □				
[40.2.2.#]	4) Dispute resolution by Adjudication	Yes⊠ No 🗌				
[26.1.2#]	5) Extended defects liability period applicable to the following elements: N/A					
42.2.6	Period for the commencement of the works after the contractor takes	possession of the site :				
[15.3]	Ten (10) working days.					
42.2.7	For the works as a whole:					
[24.3.1]	Completion will be as follows:					
[30.1]	The date for practical completion shall be 6 Months (145 days) from and the penalty per calendar day shall be <i>R</i> 990.00 for late completi					
42.2.8	For the works in sections:	····				
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[24.3.1] [28.1]	The date for practical completion from the commencement date and to NOT APPLICABLE	rne penalty per calendar day:				



	Section 1:		
	Construction of Carports: 80 Days		
	R247.00 (Prorate of R990.00 Total Penalty Amount)		
	Section 2: Construction of Emergency Exit First Floor: 68 Days		
	R247.00 (Prorate of R990.00 Total Penalty Amount)		
	Section 3: Construction of Hanging Frames for Artifact Storage: 65 Days		
	R247.00 (Prorate of R990.00 Total Penalty Amount)		
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa		
42.3	INSURANCES		
42.3.1	Contract works insurance to be effected by the contractor		
[10.1 #, 10.2 #	To the minimum value of the contract sum plus 10%		
12.1 #]	With a deductible not exceeding 5% of each and every claim Or		
	For the minimum sum of R())		
	With a deductible not exceeding 5% of each and every claim		
42.3.2 [10.1#,	Supplementary insurance is required: Yes		
10.2 #, 12.1 #]	To the minimum value of the contract sum plus 10 %		
42.3.3	Public liability insurance to be effected by the contractor		
[11.1#, 12.1 #]	For the sum of R 5 million		
	With a deductible not exceeding 5% of each and every claim Or		
	For the sum of R 0)		
	With a deductible not exceeding 5% of each and every claim		
42.3.4	Support insurance to be effected by the contractor		
[11.2 #, 12.1 #]	For the sum of R 0		
	With a deductible of R 0		
42.4	DOCUMENTS		
42.4.1	Wavier of contractors lien or right of continuing possession is required.		



42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge					
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with:					
	Standard System of Measuring Building Work (sixth edition as amended)					
	Or					
	Standard System of Measuring Building Work for Small or Simple Buildings 1999					
	Or					
	Other. Specific Project Specification forming part of this document. It will take preference over any contradictory items in the standard SABS/SANS 1200.					
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: Yes					
42.4.6	The contract value is to be adjusted using CPAP indices: [No]					
[31.5.3]	Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:					
	 Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 					
	2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170					
	3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries					
	4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted					
	5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 Alternative Indices: Not Applicable					
42.4.7	Details of changes made to the provisions of JBCC standard documentation					
[3.10]	Clause					
	1.1 COMMENCEMENT DATE – means the date that the agreement , made in terms of the Form of Offer and Acceptance, comes into effect					
	CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule					
	CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion					
	CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution					
	an institution approved by the employer in terms of the employer's construction guara form as selected in the schedule CONSTRUCTION PERIOD – means the period commencing on the commencement date ending on the date of practical completion CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of v					



FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

PROFESSIONAL SERVICE PROVIDER – means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **Professional Service Provider** not being appointed, then all the duties and obligations of a **Professional Service Provider** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

SECURITY – means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

- 1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:
- 1.6.4 No clause
- 3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender
- 3.7 The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **Professional Service Provider** and **agents** shall have access at all times.
- 3.10 Replace the second reference to "Professional Service Provider" with the word "employer"
- 4.3 No clause
- 5.1.2 under clause 41- Include reference to 32.6.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **Professional Service Provider** and in terms of which the **employer** shall sign all documents
- 10.5 Damage to the works
 - (1) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary
 - (2) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
 - (3) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
 - (4) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof



10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall upon receiving a **contract instruction** from the **Professional Service Provider** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (5) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed
- (6) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High Risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **Professional Service Provider**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property



The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

- 10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so
- 10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

14.0 SECURITY

- 14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)
- 14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**
- 14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.
- 14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**



- 14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor
- 14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**
- 14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**
- 14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**
- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**
- 14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:



- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.2 The **security** selected in terms of 14.0
- 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993 as amended), within twenty-one (21) **calendar days** of **site handover date**
- 15.2.1 Under 41: Amend to read as follows:
 - "Give the contractor possession of the site within ten (10) working days of the commencement date.
- 17.1.11 Delete the words "and the appointment of **nominated** and **selected sub-contractors**"
- 20.1.3 No clause
- 21.0 No clause
- 26.1.2 Add # next to 26.1.2
- 29.2.5 No clause
- 31.5.2 Security adjustments in terms of 14.0 or 31.8



31.8 Amend as follows:

- 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8.(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.
- 31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except were the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**
- 31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the
- 32.5.4 contractor"

and

32.5.7

- 34.1 Remove #
- 34.2 Add # next to 34.2
- 34.8 The **Professional Service Provider** shall certify one hundred per cent (100%) of the amount of the **final account** in the **final payment certificate**



	34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"					
	36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:					
	36.1.3 refuses or neglects to comply strictly with any of the conditions of contract					
	36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa					
	36.1.5 in the judgment of the employer , has engaged in corrupt or fraudulent practices in competing for or in executing the contract					
	36.3 Remove reference to "No clause", and replace "Professional Service Provider" with "employer"					
	Add the following: "Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"					
	37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) And 38.5.4					
	39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report"					
	40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"					
	40.6 under clause 41 – Remove reference to no clause					
	40.7.1 Change "(10)" to "(15)"					
	Add the following to the end thereof:					
	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.					
42.0	Part 2: Contract Data provided by the Contractor:					
42.5	CONTRACT DETAILS					
42.5.1	Contractor:					
	Postal address:					
	Tel:					
	TAX / VAT Registration No:					



	Physical address:					
	The accepted contract sum inclusive of tax is R					
42.5.2	Amount in words:					
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate:					
	The tatest day of the month for the issue of an interim payment certificate.					
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A Alternative B					
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A Alternative B					
42.5.7 [14]	The security to be provided by the contractor:					
	(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1					
	(b) in respect of contracts above R1 million, the contractor will provide, as security , one of the following:					
	(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes No					
	(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) (WHAG-10.3 EC) Yes No					
	(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No					
	(6) cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT) Yes No					
	(7) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (WHAG-10.1 EC) Yes No					
	NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.					
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period:					
	From: to					
42.6	DOCUMENTS					
42.6.1	Contract documents marked and annexed hereto:					
	Priced bills of quantities: Yes No Document marked as:					



Lump sum document:	Yes No Document marked as:
Guarantees:	Yes No Document marked as:
Contract drawings:	Yes No Document marked as:
Other documents:	Yes No (Attach additional pages if more space is require



Fixed Construction Guarantee - JBCC

BID: WB 02/2025



FIXED CONSTRUCTION GUARANTEE JBCC 2000 PRINCIPAL BUILDING AGREEMENT

(Edition 4.1 of March 2005)

THE DIRECTOR WILLIAM HUMPHREYS ART GALLERY

TO: Director - Ms N Mkhize

Madam,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)

With reference t	o the contract between	
(hereinafter refe	rred to as the "contractor") and the WILLIAM HUM	PHREYS ART GALLERY (hereinafter referred to as
the "employer"	"), Contract/Tender No: WB 02/2025 for WILLI	IAM HUMPHREYS ART GALLERY – MULTIPLE
CONSTRUCTION	N SERVICES (hereinafter referred to as the "contract"	") in the amount of R,
(
to as the contr	act sum),	in
my/our capacity	y as	and
	ting(h	
that the guaran	tor holds at the employer's disposal the sum of I	R,
()

- 2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti;* excussionis et divisionis; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the employer the amount guaranteed, during the period when the claim is received by the guarantor, on receipt of a written demand from the employer to do so, and which demand the employer may make if the employer has a right of recovery against the **contractor** in terms of 33.0 of the contract.
- 3. Subject to the above, but without in any way detracting from the employer's rights to adopt any of the procedures provided for in the contract, the said demand can be made by the employer, at any stage prior to the expiry of this guarantee.
- 4. The amount paid by the guarantor in terms of this guarantee may be retained by the employer on condition that upon the issue of the last final payment certificate, the employer shall account to the guarantor showing how this amount has been expended and refund any balance due to the guarantor.
- 5. The employer shall have the absolute right to arrange his affairs with the contractor in any manner which the employer deems fit and the guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the guarantor. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the contractor's obligation shall not affect the validity of this guarantee.
- 6. This undertaking is neither negotiable nor transferable, and
 - (a) must be surrendered to the guarantor at the time when the employer accounts to the guarantor in terms of clause 4 above, or



- (b) shall lapse on the date of the last **certificate of practical completion**; and
- (c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT		ON THIS	DAY OF	2025
		_		
By and on I	pehalf of	ON THIS DAY OF 2025 Color additions of the wording of this form will be accepted.		
(insert the	name and physical add	lress of the guarantor)		
NAME:				
CAPACITY:				
(duly autho	orised thereto by resolu	ition attached marked	Annexure A)	
DATE:				
AS WITNES	es			
1				
2				
A. No	alterations and/or add	litions of the wording	of this form will be accepted.	
B. The	e physical address of	the guarantor must b	e clearly indicated and will be re	garded as the guarantor's
do	micilium citandi et exe	cutandi, for all purpos	es arising from this guarantee.	
C. Th	is GUARANTEE must be	returned to:		



Variable Construction Guarantee - JBCC

BID: WB 02/2025



VARIABLE CONSTRUCTION GUARANTEE JBCC 2000 PRINCIPAL BUILDING AGREEMENT

(Edition 4.1 of March 2005)

THE DIRECTOR WILLIAM HUMPHREYS ART GALLERY

TO: Director - Ms N Mkhize

Madam,

5.

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)

With reference to the contract between	
	_ (hereinafter referred
to as the "contractor") and the WILLIAM HUMPHREYS ART GALLERY, (hereinafter referred	to as the "employer"),
Contract/Tender No: WB 02/2025 for the WILLIAM HUMPHREYS ART GALLERY - MUL	TIPLE CONSTRUCTION
SERVICES (hereinafter referred to as the "contract") in the amount of R	
)
(hereinafter referred as the contract sum), I/We,	
Contract/Tender No: WB 02/2025 for the WILLIAM HUMPHREYS ART GALLERY - M SERVICES (hereinafter referred to as the "contract") in the amount of R (hereinafter referred as the contract sum), I/We, in my/our capacity as an (hereinafter referred as the contract sum).	hereby representing
(hereinafter referred	to as the "guarantor")
advise that the guarantor holds at the employer's disposal the sum of R	
()
being 10% of the contract sum (excluding VAT), for the due fulfilment of the contract.	/

- 6. I / We advise that the guarantor's liability in terms of this guarantee shall be reduced as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final payment certificate, the guarantor will be liable in terms of this guarantee to the maximum amount of 10% of the contract sum (excluding VAT);
 - (b) From and including the day after the date of the last certificate of practical completion and up to and including the date of the last final completion certificate, the guarantor's liability will be reduced to 3% of the value of the works (excluding VAT);
 - (c) From and including the day after the date of the last final completion certificate and up to and including the date of settlement of the amount in the last final payment certificate, the guarantor's liability will be reduced to 1% of the value of the works (excluding VAT);
 - (d) This guarantee shall expire on the date of payment of the amount in the last final payment certificate.
- 7. The guarantor hereby renounces the benefits of the exceptions non numeratae pecunia; non causa debiti; excussionis et divisionis; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the employer the amount guaranteed, during the period when the claim is received by the guarantor, on receipt of a written demand from the employer to do so, and which demand the employer may make if the employer has a right of recovery against the **contractor** in terms of 33.0 of the contract.
 - (a) Subject to the above, but without in any way detracting from the employer's rights to adopt any of the procedures provided for in the contract, the said demand can be made by the employer at any stage prior to the expiry of this guarantee.
 - (b) The amount paid by the guarantor in terms of this guarantee may be retained by the employer on condition that upon the issue of the last final payment certificate, the employer shall account to the guarantor showing how this amount has been expended and refund any balance due to the guarantor.
 - (c) The employer shall have the absolute right to arrange his affairs with the contractor in any manner which the employer deems fit and the guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the guarantor. Without derogating from the aforegoing, any compromise, extension

PROJECT: WILLIAM HUMPHREYS ART GALLERY – MULTIPLE CONSTRUCTION SERVICES BID: WB 02/2025

Sport, arts & culture Sport ar

- of the construction period, indulgence, release or variation of the contractor's obligation shall not affect the validity of this guarantee.
- (d) This undertaking is neither negotiable nor transferable, and
- (e) must be surrendered to the guarantor at the time when the employer accounts to the guarantor in terms of clause 5 above, or
- (f) shall lapse in accordance with clause 2(d) above; and
- (g) shall not be interpreted as extending the guarantor's liability to anything more than the payment of the amount guaranteed.

SIGNE	D AT	ON THIS	DAY OF	2025
	Law babalf of			
	l on behalf of			
(insert	the name and physical ac	ddress of the guarantor)		
NAME	:			
CAPAC (duly a	CITY: outhorised thereto by reso	lution attached marked A	nnexure A)	
DATE:				
AS WIT	INESS			
3.				
4.				
D.	No alterations and/or a	dditions of the wording of	this form will be accepted.	
E.		_	clearly indicated and will be rega	rded as the guarantor's
F.		· · · · · · · · · · · · · · · · · · ·	s arising from this guarantee.	
••	OOMINITEE MASE			



PART C2: PRICING DATA

BID: WB 02/2025



PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT

(Edition 4.1 of March 2005)

C2.1 Pricing Instructions

BILLS OF QUANTITIES

The pricing strategy adopted for this project is the provisional bills of quantities which forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The Standard System of Measuring Building Work referred to in Clause 41.4.3 of Section 1: Preliminaries (Section A), has reference. Except where stated otherwise or where it is clear from the contents of the measured items, these bills of quantities have been compiled in accordance with the "Standard System of Measuring Building Work" 6th edition (as amended), issued by the Association of South African Quantity Surveyors. All measurements and payments will be done in accordance with the principles as laid down in the said Standard System of Measuring Building Work.

2. GENERAL PREAMBLES

For further amplification of descriptions of materials to be used and methods to be adopted, the contractor is referred to the Specification of Materials and Methods to be used (PW371) as published by the Department of Public Works (fourth revision, October 1993), the relevant descriptions which shall be deemed to be read and priced in conjunction with the descriptions in the provisional bills of quantities. No claims arising from brevity of description of items fully described in the said specification will be entertained.

The document Specification of Materials and Methods to be used (PW371) is obtainable on request from the head office and all regional offices of the Department.

ORDERING OF MATERIALS

The Contractor shall place orders timeously for materials or specified articles that are required. Should the bills of quantities be used for ordering materials, this shall be entirely at the contractor's risk.

IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to form DPW-23 EC for the Schedule of imported materials and equipment to be completed by the tenderer).

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable).

5. VALUE ADDED TAX

The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

PRIME COST AMOUNTS

Prime cost amounts are a net allowance, excluding VAT, for materials only, and the tenderer should allow for the necessary labour, wastage, profit, etc in pricing these items.

EXISTING SERVICES

During construction in the various areas, it is anticipated that unknown live services will be exposed and temporary deviations will need to be constructed. The Contractor will be deemed to have made due allowance in his programming



and pricing of the Bills of Quantities for possible delays due to the existence of unknown live services and no extension of time claims will be entertained in this regard.

8. SECURITY

The Contractor is to provide for his own site security and is to co-ordinate overall site security with any Nominated Sub-Contractors.

9. ACTS OF PARLIAMENT, ORDINANCES, REGULATIONS AND BY-LAWS AND OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993 – SECTION 37 [2])

Reference made to, or requirements called for in terms of the provisions of any Act of Parliament, Ordinance and the Regulations or By-Laws of any local or other statutory authority shall not in any way limit the Tenderer / Contractor's liability or obligations to familiarise himself with and comply with the provisions of all Acts of Parliament, Ordinances and the Regulations or By-Laws of any local or other statutory authority which may be applicable.

The Tenderer's attention is drawn to the fact that the Occupational Health and Safety Act (Act 85 of 1993 – Section 37[2]) is in force. Copies of the Act as well as the Construction Regulations 2003, issued in terms of the Act, are available from the Government Printing Works, 149 Bosman Street, Pretoria (Private Bag X85, Pretoria, 0001. Tel. 012 – 334 4500).

The Contractor is to provide the appropriate number of Safety Officers required for the execution of the full project and for the duration of the entire contract.

These Bills of Quantities contain items relating to the Construction Regulations 2003 issued under the Occupational Health and Safety Act, 1993 (Act 85 of 1993). Tenderers must price separately all the relevant items under clause C11 of the Preliminaries to enable the Entity to ensure that tenderers have made provision for the cost of all health and safety measures during the construction process.

10. CONTRACT PRICE ADJUSTMENT PROVISIONS (ESCALATION)

This Contract will not be subject to escalation in terms of the JBCC Contract Price Adjustment Provisions.

11. LOCAL LABOUR

The Tenderer's attention is specifically drawn to Clause 13, Section 1: Preliminaries (Section C) of these Bills of Quantities.

It is strongly recommended that the successful Contractor appoint a community facilitator in order to facilitate the requirements of Clause 13 of the Preliminaries (Section C).

It must be clearly understood that should a community facilitator be appointed; he will remain the full responsibility of the Contractor, and no claims will be entertained in this respect.

12. EXPENSES IN PREPARATION OF TENDERS

The Employer will not be responsible for, or pay for, any expenses or losses incurred by the Tenderer during the preparation of his tender.



C2.2- Bills of Quantities

Schedule A: Preliminaries & General

Section 1:

Construction of Carports

Section 2:

Construction of Emergency Exit First Floor

Section 3:

Construction of Hanging Frames for Artifact Storage

Number	Item Description		Quantity	Rate	Amount	
					R	-
	SECTION 1: BILL 1					
	SECTION NUMBER 1: BILL NUMBER 1					
	PRELIMINARIES					
	MEANING OF TERMS "TENDER / TENDERER"					
	Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"	sum	1.0			
	DDELIMINA DIEC	Juin	1.0			
	PRELIMINARIES					
	The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"					
	Аррисаме	sum	1.0			
	PRICING OF PRELIMINARIES					
	Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item					
	Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities	sum	1.0			
	SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT					1
	DEFINITIONS					
	A1.0 DEFINITIONS AND INTERPRETATION Clause 1.0					
	Clause 1.1 Definition of "Commencement Date" is added:					
	"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect					
	Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:					

Number	Item Description	Unit	Unit Quantity	Rate	Amount	
					R	
rought For	ward					
-	SECTION 1: BILL 1					
	PRELIMINARIES					
	FRELIMINARIES					
	"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule					
	Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:					
	"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion					
	Clause 1.1 Definition of "Corrupt Practice" is added:					
	"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution					
	Clause 1.1 Definition of "Fraudulent Practice" is added:					
	"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition					
	Clause 1.1 Definition of "Interest" is amended by replacing it with the following:					
	"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)					
	Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:					
	"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule					

Number	Item Description	Unit C	Quantity	Rate	Amount		
					R	С	
Brought For	ward						
	SECTION 1: BILL 1						
	PRELIMINARIES						
	Clause 1.1 Definition of "Security" is amended by replacing it with the following:						
	"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss						
	Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"						
	Clause 1.6.4 is amended by replacing it with the following: No clause						
	Fixed: Value related:						
	Time related:	ITEM					
	OBJECTIVE AND PREPARATION						
2	A2.0 OFFER, ACCEPTANCE AND PERFORMANCE Clause 2.0						
	Fixed: Value related:						
	Time related:						
3	A3.0 DOCUMENTS						
	Clause 3.0						
	Clause 3.2.1 is amended by replacing"14.1" with "14.0"						
	Clause 3.7 is amended by the addition of the following:						
	The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times						
	Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"						
	Fixed: Value related:						
	Time related:						
Total Carrie						+-	

Number	Item Description	Unit Quantity		Rate	Amount		
					R	С	
Brought For	ward						
	SECTION 1: BILL 1						
	PRELIMINARIES						
4	A4.0 DESIGN RESPONSIBILITY						
	Clause 4.0						
	Clause 4.3 is amended by replacing it with the following: No clause						
	Fixed: Value related:						
	Time related:						
5	A5.0 EMPLOYER'S AGENTS						
	Clause 5.0						
	Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8						
	Fixed:Value related:						
	Time related:						
6	A6.0 SITE REPRESENTATIVE						
	Clause 6.0						
	Fixed: Value related:						
	Time related:						
7	A7.0 COMPLIANCE WITH REGULATIONS						
	Clause 7.0						
	Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification						
	Fixed:Value related:						
	Time related:						
Total Carrie	d Forward	<u> </u>				\vdash	

Number	Item Description		Quantity	Rate	Amount		
					R	С	
Brought For	ward						
	SECTION 1: BILL 1						
	PRELIMINARIES						
0	AG O WORKS DISK						
8	A8.0 WORKS RISK						
	Clause 8.0						
	Fixed: Value related:						
	Time related:						
9	A9.0 INDEMNITIES						
	Clause 9.0						
	Fixed: Value related:						
	Time related:						
40							
10	A10.0 WORKS INSURANCES						
	Clause 10.0						
	Clause 10.0 is amended by the addition of the following						
	clauses:						
	10.5 Damage to the Works						
	(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear						
	the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby						
	indemnifies and holds harmless the employer against any						
	such damage. The contractor shall take such precautions and security measures and other steps for the protection and						
	security of the works as the contractor may deem necessary						
	(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or						
	destruction of the works and to rebuild, restore, replace and/or						
	repair the works						
	(c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the						
	employer that is the result of the excepted risks as set out in						
	10.6						
	(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate						
	any damage or destroyed portions of the works and the costs						
	of such reinstatement shall be measured and valued in terms of 32.0 hereof						
-							
Total Carrie	d Forward				1	1	

Number	Item Description	Unit Quar	Quantity	Rate	Amount		
					R		
Brought Fo	rward		<u> </u>			T	
	SECTION 1: BILL 1					\dagger	
	PRELIMINARIES						
	FRELIMINARIES						
	10.6 Injury to Persons or loss of or damage to Properties						
	(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable						
	(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable						
	(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor						
	(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion						
	(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed						
	(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works						
	10.7 High risk insurance						
	In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:						

Number	Item Description	Unit	Quantity	Rate	Amount	
					R	
rought For	ward					
	SECTION 1: BILL 1					
	PRELIMINARIES					
	10.7.1 Damage to the works					
	The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs					
	10.7.2 Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and					
	holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of, or caused by a catastrophic ground movement as mentioned above					
	The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract					
	10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so					

	Item Description	Unit	Quantity	Rate	Amoun	<u>ιι</u>
					R	-
Brought Fo	rward					
	SECTION 1: BILL 1					
	PRELIMINARIES					
	10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter					
	existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole					
	Fixed: Value related:					
	Time related:					
11	A11.0 LIABILITY INSURANCES					
	Clause 11.0					
	Fixed: Value related:					
	Time related:					
12	A12.0 EFFECTING INSURANCES					
12	A12.0 EFFECTING INSURANCES					
	Clause 12.0					
	Fixed: Value related: Time related:					
13	A13.0 No clause					
	7.100					

Number	Item Description	Unit	Quantity	Rate	Amoun	ıt
					R	-
Brought Fo	orward					
	SECTION 1: BILL 1					
	PRELIMINARIES					
14	A14.0 SECURITY					
	Clause 14.0					
	Clauses 14.1 - 14.8 are amended by replacing them with the following:					
	14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)					
	14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)					
	14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor					
	14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected					
	14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:					
	14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date					
	14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor					
	14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor					

Number	Item Description	Unit	Quantity	Rate	Amoun	11
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	SECTION 1: BILL 1					
	PRELIMINARIES					
	14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor					
	14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor					
	14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor					
	14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:					
	14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date					
	14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender					
	14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring					
	14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee					
	14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:					
	14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)					
	14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)					
	14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring					
	14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8 (A) and 34.8					

Item Description	Unit	Quantity	Rate	Amount		
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SECTION 1: BILL 1						
PRELIMINARIES						
14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both						
14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:						
14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date						
14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor						
14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)						
14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both						
14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:						
14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)						
14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor						
14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement						
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	SECTION 1: BILL 1 PRELIMINARIES 14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both 14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor 14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.0, the employer may issue a written notice in terms of 33.0, the employer may issue a written notice in terms of 33.0 and the payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B) 14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor 14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of	SECTION 1: BILL 1 PRELIMINARIES 14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both 14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor 14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.6.4 Where the employer has a 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employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both 14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor 14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.6.4 Where the employer has a right of recovery 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right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both 14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor 14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.6.4 Where the employer has a right of recovery against the 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recover from the payment reduction or may do both 14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (6%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor 14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutand in terms of 31.6(A) 14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may recover from the payment reduction or 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	SECTION 1: BILL 1					
	PRELIMINARIES					
	14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable					
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	SECTION 1: BILL 1						
	<u>PRELIMINARIES</u>						
	EXECUTION						
15	A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS						
	Clause 15.0						
	Clause 15.1.1 is amended by replacing it with: No clause						
	Clause 15.1.2 is amended by replacing it with: The security selected in terms of 14.0						
	Clause 15.1 is amended by the addition of the following clause:						
	15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date						
	Clause 15.2.1 is amended by replacing it with the following clause:						
	Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4						
	Fixed: Value related:						
	Time related:						
16	A16.0 ACCESS TO THE WORKS						
	Clause 16.0						
	Fixed:Value related:						
	Time related:						
4-7							
17	A17.0 CONTRACT INSTRUCTIONS						
	Clause 17.0						
	Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"						
	Fixed:Value related:						
	Time related:						
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Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
18	A18.0 SETTING OUT OF THE WORKS					
	Clause 18.0					
	Fixed: Value related:					
	Time related:					
19	A19.0 ASSIGNMENT					
	Clause 19.0					
	Fixed: Value related:					
	Time related:					
20	A20.0 NOMINATED SUBCONTRACTORS					
	Clause 20.0					
	Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums					
	Fixed: Value related:					
	Time related:					
21	A21.0 SELECTED SUBCONTRACTORS					
	Clause 21.0					
	Clause 21 is amended by replacing it with: No clause					
	Fixed: Value related:					
	Time related:					
22	A22.0 EMPLOYER'S DIRECT CONTRACTORS					
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	PRELIMINARIES					
	Clause 22.0					
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	SECTION 1: BILL 1						
	PRELIMINARIES						
23	A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS						
	Clause 23.0						
	Fixed: Value related:	_					
	Time related:						
	COMPLETION						
24	A24.0 PRACTICAL COMPLETION						
24	A24.0 PRACTICAL COMPLETION						
	Clause 24.0						
	Fixed:Value related:	_					
	Time related:						
25	A25.0 WORKS COMPLETION						
	Clause 25.0						
	Fixed: Value related:	_					
	Time related:						
26	A25.0 WORKS COMPLETION						
	Clause 26.0						
	Clause 26.1.2 is amended by inserting "#" next to 26.1.2						
	Fixed:Value related:						
	Time related:						
27	A27.0 LATENT DEFECTS LIABILITY PERIOD						
	Clause 27.0						
	Fixed: Value related:	_					
	Time related:						

Number	Item Description	Unit	Quantity	Rate	Amount		
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	SECTION 1: BILL 1						
	PRELIMINARIES						
28	A27.0 LATENT DEFECTS LIABILITY PERIOD						
	Clause 28.0						
	Fixed: Value related:	-					
	Time related:						
29	A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION						
	Clause 29.0						
	Clause 29.2.5 is amended by replacing it with: No clause						
	Fixed: Value related:	-					
	Time related:						
30	A30.0 PENALTY FOR NON-COMPLETION						
	Clause 30.0						
	Fixed: Value related:	-					
	Time related:						
	PAYMENT						
31	A31.0 INTERIM PAYMENT TO THE CONTRACTOR						
	Clause 31.0						
	Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"						
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Number	Item Description	Unit	Quantity	Rate	Amount		
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ought For	ward						
	SECTION 1: BILL 1						
	PRELIMINARIES						
	Clause 24.0 is amounted by replacing it with the following two						
	Clause 31.8 is amended by replacing it with the following two alternative clauses:						
	Alternative A						
	31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:						
	31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion						
	31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion						
	31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6						
	31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate						

Number	Item Description	Unit	Quantity	Rate	Amoun	ıt
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	SECTION 1: BILL 1					
	PRELIMINARIES					
	Alternative B					
	31.8(B) Where security as a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:					
	31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion					
	31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion					
	31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6					
	31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate					
	Clause 31.12 is amended by deleting the following:					
	Payment shall be subject to the employer giving the contractor a tax invoice for the amount due					
	Fixed: Value related:					
	Time related:					
2	A32,0 ADJUSTMENT TO THE CONTRACT VALUE					
3	A33.0 RECOVERY OF EXPENSE AND LOSS					
	ACCOUNT OF EXPENSE AND ESSE					
	Clause 33.0					
	Fixed:Value related:					
	Time related:					
34	A34.0 FINAL ACCOUNT AND FINAL PAYMENT					

Number	Item Description	Unit	Quantity	Rate	Amoun	ıt <u> </u>
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	SECTION 1: BILL 1					
	PRELIMINARIES					
	Clause 34.0					
	Clause 34.1 is amended by removing "#" next to 34.1 Clause 34.2 is amended by inserting "#" next to 34.2					
	Clause 34.8 is amended by deleting the words "where security					
	as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in					
	terms of 14.7.1"					
	Clause 34.13 is amended by replacing "seven (7) calendar					
	days" with "twenty-one (21) calendar days" and deleting the					
	words "subject to the employer giving the contractor a tax invoice for the amount due"					
	Fixed: Value related:					
	Time related:					
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5	A35.0 PAYMENT TO OTHER PARTIES					
	Clause 35.0					
	Fixed: Value related:					
	Time related:					
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Number	Item Description	Unit	Quantity	Rate	Amount		
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	SECTION 1: BILL 1						
	PRELIMINARIES						
	CANCELLATION						
86	A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT						
	Clause 36.0						
	Clause 36.1 is amended by the addition of the following clauses:						
	36.1.3 refuses or neglects to comply strictly with any of the conditions of contract						
	36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa						
	36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract						
	Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"						
	Clause 36.0 is amended by the addition of the following clause:						
	36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever						
	Fixed: Value related:						
	Time related:						
7	A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE						
	Clause 37.0						
	Clause 37.3.5 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"						

Number	Item Description	Unit	Quantity	Rate	Amoun	nt
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	PRELIMINARIES					
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	Clause 37.0 is amended by the addition of the following clause:					
	37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever					
	Fixed: Value related:					
	Time related:					
38	A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT					
	Clause 38.0					
	Clause 38.5.4 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"					
	Clause 38.0 is amended by the addition of the following clause:					
	38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever					
	Fixed: Value related:					
	Time related:					
39	A39.0 CANCELLATION - CESSATION OF THE WORKS					

Brought Forward SECTION 1: BILL 1 PRELMINARIES Clause 39.0. Clause 39.5 is amended by the addition of the following at the end of the sentence: "within one hundred and lawenty (120) working days of completion of such a report" Fixed:	Number	Item Description	Unit	Quantity	Rate	Amount	
Brought Forward SECTION 1: BILL 1 PRELIMINARIES Clause 39.3.5 is amended by the addition of the following at the end of the sentence. 'Within one hundred and wenty (120) working days of completion of such a report.' Fixed:							_
SECTION 1: BILL 1 PRELIMINANIES Clause 39.0 Clause 39.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report" Fixed:	Brought For	ward					+
PRELIMINARIES Clause 39.0 Clause 39.3.5 is amended by the addition of the following at the end of the sertience: "within one hundred and twenty (120) working days of completion of such a report. Fixed:	Drought 1 of						+
Clause 39.0 Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report" Fixed:							
Clause 39.3.5 is amended by the addition of the following at the end of the sentence: Within one hundred and twenty (120) working days of completion of such a report. Fixed:		PRELIMINARIES					
the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report" Fixed:		Clause 39.0					
"within one hundred and twenty (120) working days of completion of such a report" Fixed:		Clause 39.3.5 is amended by the addition of the following at					
Fixed:Value related:							
Time related:		"within one hundred and twenty (120) working days of completion of such a report"					
		Fixed:Value related:					
		Time related:					
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	SECTION 1: BILL 1					
	PRELIMINARIES					
	DISPUTE					
40	A40.0 DISPUTE SETTLEMENT					
	Clause 40.0					
	Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"					
	Clause 40.6 is amended by removing the reference to:					
	No clause					
	Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:					
	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs					
	Fixed: Value related:					
	Time related:					
	SUBSTITUTE PROVISIONS					
41	A41.0 STATE CLAUSES					
	Clause 41.0					
	Fixed:Value related:					
	Time related:					
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SECTION 1: BILL 1					
PRELIMINARIES					
SECTION B: JBCC PRELIMINARIES					
B1.0 DEFINITIONS AND INTERPRETATION					
B1.1 Definitions and interpretation					
See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section					
Fixed:Value related:					
Time related:					
B2.0 DOCUMENTS					
B2.1 Checking of documents					
Fixed: Value related:					
Time related:					
B2.2 Provisional bills of quantities					
Fixed: Value related:					
Time related:					
B2.3 Availability of construction documentation					
Fixed:Value related:					
Time related:					
B2.4 Interests of agents					
Fixed: Value related:					
Time related.					
B2.5 Priced documents					
Fixed: Value related:					
Time related:					
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	SECTION 1: BILL 1 PRELIMINARIES	ward SECTION 1: BILL 1 PRELIMINARIES SECTION B: JBCC PRELIMINARIES B1.0 DEFINITIONS AND INTERPRETATION B1.1 Definitions and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section Fixed:	ward SECTION 1: BILL 1 PRELIMINARIES SECTION B: JBCC PRELIMINARIES B1.0 DEFINITIONS AND INTERPRETATION B1.1 Definitions and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section Fixed:	ward SECTION 1: BILL 1 PRELIMINARIES SECTION B: JBCC PRELIMINARIES B1.0 DEFINITIONS AND INTERPRETATION B1.1 Definitions and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section Fixed:	SECTION 1: BILL 1 PRELIMINARIES SECTION B: JBCC PRELIMINARIES B1.0 DEFINITIONS AND INTERPRETATION B1.1 Definitions and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section Fixed:

Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					+
	PRELIMINARIES					
	TREEININANIEO					
48	B2.6 Tender submission					
	Clause 2.6 is amended by replacing "JBCC Form of Tender"					
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DDPF-07(EC)"					
	Fixed: Value related:					
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Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
	B3.0 THE SITE					
49	B3.1 Defined works area					
	Fixed: Value related:					
	Time related:					
50	B3.2 Geotechnical investigation					
	Fixed:Value related:					
	Time related:					
51	B3.3 Inspection of the site					
	Fixed: Value related:					
	Time related:					
52	B3.4 Existing premises occupied					
	Fixed: Value related:					
	Time related:					
F2	D2.5 Province words dimensional accounts					
53	B3.5 Previous work - dimensional accuracy					
	Fixed: Value related:					
	Time related:					
54	B3.6 Previous work - defects					
	Fixed: Value related:					
	Time related:					
55	B3.7 Services - known					
	Fixed: Value related:					
	Time related:					
56	B3.8 Services - unknown					
	Fixed: Value related:					
	Time related:					

Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
57	B3.9 Protection of trees					
	Fixed: Value related:					
	Time related:					
Total Carrie	d Forward					

Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	<u>PRELIMINARIES</u>					
58	B3.10 Articles of value					
	Fixed: Value related:					
	Time related:					
59	B3.11 Inspection of adjoining properties					
	Fixed: Value related:					
	Time related:					
	B4.0 MANAGEMENT OF CONTRACT					
60	B4.1 Management of the works					
	Fixed: Value related:					
	Time related:					
61	B4.2 Programme for the works					
	Fixed: Value related:					
	Time related:					
62	B4.3 Progress meetings					
	Fixed:Value related:					
	Time related:					
	Time related					
63	B4.4 Technical meetings					
	Fixed: Value related:					
	Time related:					
	Time related.					
64	B4.5 Labour and plant records					
	Fixed: Value related:					
	Time related:					
	B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS					
65	B5.1 Samples of materials					
	Fixed: Value related:					
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Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
66	B5.2 Workmanship samples					
	Fixed:Value related:					
	Time related:					
67	B5.3 Shop drawings					
	Fixed:Value related:					
	Time related:					
68	B5.4 Compliance with manufacturers' instructions					
	Fixed: Value related:					
	Time related:					
	B6.0 TEMPORARY WORKS AND PLANT					
69	B6.1 Deposits and fees					
	Fixed: Value related:					
	Time related:					
70	B6.2 Enclosure of the works					
	Fixed:Value related:					
	Time related:					
71	B6.3 Advertising					
	Fixed: Value related:					
	Time related:					
72	B6.4 Plant, equipment, sheds and offices					
	Fixed:Value related:					
	Time related:					
73	B6.5 Main notice board					
	Fixed: Value related:					
	Time related:					
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Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
74	B6.6 Subcontractors' notice board					
	Fixed: Value related:					
	Time related:					
Total Carrie	d Forward					

Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
	B7.0 TEMPORARY SERVICES					
75	B7.1 Location					
	Fixed: Value related:					
	Time related:					
76	B7.2 Water					
	Fixed: Value related:					
	Time related:					
77	B7.3 Electricity					
	Fixed: Value related:					
	Time related:					
78	B7.4 Telecommunication facilities					
	Fixed: Value related:					
	Time related:					
79	B7.5 Ablution facilities					
	Fixed: Value related:					
	Time related:					
	B8.0 PRIME COST AMOUNTS					
80	B8.1 Responsibility for prime cost amounts					
	Fixed: Value related:					
	Time related:					
	B9.0 ATTENDANCE ON N/S SUBCONTRACTORS					
81	B9.1 General attendance					
	Fixed: Value related:					
	Time related:					
Total Carrie	d Forward					

Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
82	B9.2 Special attendance					
	Fixed: Value related:					
	Time related:					
Total Carrie	d Forward					1

Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
83	B9.3 Commissioning - fuel, water and electricity					
	Fixed: Value related:					
	Time related:					
	Time related					
	B10.0 FINANCIAL ASPECTS					
84	B10.1 Statutory taxes, duties and levies					
	Fixed: Value related:					
	Time related:					
85	B10.2 Payment for preliminaries					
	Fixed: Value related:					
	Time related:					
86	B10.3 Adjustment of preliminaries					
	Clauses B10.3.1 and B10.3.2 are amended by replacing within fifteen (15) working days of taking possession of the					
	site" with "when submitting his priced bills of quantities / lump sum document"					
	Fixed: Value related:					
	Time related:					
87	B10.4 Payment certificate cash flow					
	Fixed: Value related:					
	Time related:					
	Time related					
	B11.0 GENERAL					
88	B11.1 Protection of the works					
	Fixed: Value related:					
	Time related:					
89	B11.2 Protection / isolation of existing / sectionally occupied works					
	Fixed: Value related:					
	Time related:					
Total Carrie	d Forward					

Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
90	B11.3 Security of the works					
	Fixed: Value related:					
	Time related:					
	Time related.					
91	B11.4 Notice before covering work					
	Fixed: Value related:					
	Time related:					
92	B11.5 Disturbance					
	Fixed: Value related:					
	Time related:					
93	B11.6 Environmental disturbance					
	Fixed: Value related:					
	Time related:					
	- Time Totaled.					
94	B11.7 Works cleaning and clearing					
	Fixed: Value related:					
	Time related:					
95	B11.8 Vermin					
	Fixed: Value related:					
	Time related:					
96	B11.9 Overhand work					
30						
	Fixed: Value related:					
	Time related:					
97	B11.10 Instruction manuals and guarantees					
	Fixed: Value related:					
	Time related:					
Total Carried	d Forward				1	

Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
98	B11.11 As built information					
	Fixed: Value related:					
	Time related:					
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	Item Desci	ription Unit	Unit Quantity	Rate	Amount		
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	SECTION 1: BILL 1						
	<u>PRELIMINARIES</u>						
9	B11.12 Tenant installations						
	Fixed: Value	related:					
	Time related:						
	B12.0 SCHEDULE OF VARIAB	<u>LES</u>					
100	B12.1 Schedule of variables						
	Fixed: Value	related:					
	Time related:						
	This ashadula contains all veriable	an referred to in this					
	This schedule contains all variable document and is divided into pre-tcategories. The pre-tender categories and included in the tender document post-tender categories form p	render and post-tender bry must be completed in full ents. Both the pre-tender					
	Spaces requiring information mus applicable" or deleted and not left offered, the non-applicable items a insufficient space is provided the i annexed hereto and cross-referen of the schedule. Key cross referen] brackets	t be filled in, shown as "not blank. Where choices are are to be deleted. Where nformation should be aced to the applicable clause					
	12.1 PRE-TENDER INFORMA	ATION					
	12.1.1 Provisional bills of qua [2.2] The quantities are provis						
	12.1.2 Availability of construction documentary						
	12.1.3 Interests of agents [2.4] Details:						
	12.1.4 Defined works area [3.1] Details:						
	12.1.5 Geotechnical investiga [3.2] Details: N/A	tion					
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Number		Item Description	Unit	Quantity	Rate	Amount		
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rought Fo	rward							
	SECTIO	N 1: BILL 1						
	PRELIM	INARIES						
	12.1.6 [3.4]	Existing premises occupied Specific requirements: Yes						
	12.1.7 [3.5]	Previous work - dimensional accuracy Details: N/A						
	12.1.8 [3.6]	Previous work - defects Details: N/A						
	12.1.9 [3.7]	Services - known Details: Yes						
	12.1.10 [3.9]	Protection of trees Specific requirements: N/A						
	12.1.11 [3.11]	Inspection of adjoining properties Specific requirements: N/A						
	[6.2]	Enclosure of the works Specific requirements: Contractor to provide es for protection of works						
	[6.4.3] The con completi of the pr internally with elect desk, ch drawers	Offices Specific requirements: tractor shall provide, maintain and remove on on of the works an office for the exclusive use incipal agent, minimum size 4 x 3 x 3m high y, suitably insulated and ventilated, provided ctric lighting and fitted with boarded floor, air, drawing stool, drawing board and lock-up for drawings. The office shall be kept clean or use at all times						
							_	

Number	Item Description	Unit	Quantity	Rate	Amount R		
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ought For	ward						
	SECTION 1: BILL 1						
	PRELIMINARIES						
	12.1.14 Main notice board						
	[6.5] Specific requirements:						
	The contractor shall provide, erect where directed, maintain						
	and remove on completion of the works a notice board size 3						
	x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm						
	thick round outer edges and projecting 12mm from face of						
	boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or						
	fixed to and including a suitable supporting structure of timber						
	or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green.						
	All wording shall be inscribed in dark green as per the coat of						
	arms for SA. All wording shall be inscribed in dark green painted sans serif lettering						
	, , , , , , , , , , , , , , , , , , , ,						
	12.1.15 Subcontractors' notice board						
	[6.6] A notice board is required: No						
	12.1.16 Water						
	[7.2] Option A (by contractor): NO						
	Option B (by employer - free of charge): Yes						
	Option C (by employer - metered): No						
	Option 6 (by employer - metered). No						
	12.1.17 Electricity						
	[7.3] Option A (by contractor): NO						
	Option B (by employer - free of charge): Yes						
	Option C (by employer - metered): No						
	opacino (ay ampiayan mataraa). No						

Number	Item Description	Unit	Quantity	Rate	Amoun	t_
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	SECTION 1: BILL 1					
	PRELIMINARIES					
	12.1.18 Telecommunications [7.4] Telephone (Mobile): YES					
	Facsimile: NO					
	E-mail: YES					
	12.1.19 Ablution facilities					
	[7.5] Option A (by contractor): No					
	Option B (by employer): Yes					
	12.1.20 Protection of existing/sectionally occupied works [11.2] Protection is required: YES					
	12.1.21 Special attendance					
	[9.2] Subcontractor (1) details:					
	Subcontractor (2) details:					
	Subcontractor (3) details:					
	Subcontractor (4) details:					
	12.1.22 Protection of the works					
	[11.1] Specific requirements: Contractor to provide barricades for protection of works					
	12.1.23 Disturbance					
	[11.5] Specific requirements:					
	The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary					
	temporary dust screens all to the satisfaction of the principal agent					
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Number	Item Description	Unit	Quantity	Rate	Amount		
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	SECTION 1: BILL 1					寸	
	PRELIMINARIES PRELIMINARIES						
	THE LIMIT WILLS						
	12.1.24 Environmental disturbance [11.6] Specific requirements:						
	The contractor shall keep the site free from building rubble, plastic bags, refreshment tins and bottles and remove from site on a regular basis.						
	12.2 POST-TENDER INFORMATION						
	12.2.1 Payment of preliminaries						
	[10.2] Option A (prorated): YES/NO						
	Option B (calculated): YES/NO						
	12.2.2 Adjustment of preliminaries						
	[10.3] Option A (three categories): YES/NO						
	Option B (detailed breakdown): YES/NO						
	Option B (detailed breakdown). TES/140						
	12.2.3 Additional agreed preliminaries items						
	Details:						

Number	Item Description	Unit	Quantity	Rate	Amoun	t
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	SECTION 1: BILL 1					
	PRELIMINARIES					
	SECTION C: SPECIFIC PRELIMINARIES					
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item					
101	C1.0 CONTRACT DRAWINGS					
	* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a bills of quantities or lump sum document					
	* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable					
	the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed					
	Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent					
	Fixed: Value related:					
	Time related:					
102	C2.0 GENERAL PREAMBLES					
	The document "Specification of Materials and Methods to be used shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used					
	Fixed: Value related:					
	Time related.					
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Number	Item Description	Unit	Quantity	Rate	Amount	t
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	SECTION 1: BILL 1					
	PRELIMINARIES					
103	C3.0 TRADE NAMES					
103						
	Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders					
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for					
	Fixed: Value related:					
	Time related:					
104	C4.0 IMPORTED MATERIALS AND EQUIPMENT					
	Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)					
	Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)					
	Fixed: Value related:					
105	C5.0 VIEWING THE SITE IN SECURITY AREAS					
	The site is a security area and the tenderer must arrange with the Director, William Humphreys Art Gallery or other responsible official to obtain permission to enter the site for tendering purposes					
	Fixed: Value related:					
	Time related:					
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Brought Forward SECTION 1: BILL 1 PRELIMINARIES C8.0 COMMENCEMENT OF WORKS IN SECURITY AREAS As the works falls within a security area the contractor must give the Director or other responsible official notice before commencement of the works. Should the contractor fall to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account Fixed:	Number	Item Description	Unit	Quantity	Rate	Amount	
SECTION 1: BILL 1 PRELIMINARIES 106 C6.0 COMMENCEMENT OF WORKS IN SECURITY ARCAS As the works falls within a security area the contractor must give the Director or other responsible official notice before commencement of the works. Should the contractor fall to make such arrangements, admission to the site may be refused and any additional costs with be for the contractor's account Fixed:						R	С
PRELIMINARIES 106	Brought For	ward					
As the works falls within a security area the contractor must give the Director or other responsible official notice before commencement of the works. Should the contractor fall to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account Fixed:		SECTION 1: BILL 1					
As the works falls within a security area the contractor must give the Director or other responsible official notice before commencement of the works. Should the contractor fall to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account Fixed:		PRELIMINARIES					
give the Director or other responsible official notice before commencement of the works. Should the contractor fall to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account Fixed:	106	C6.0 COMMENCEMENT OF WORKS IN SECURITY					
Time related:		give the Director or other responsible official notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's					
As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of De Beers Pension Fund or chief security officer Fixed: Value related: Time related: Time related: Time related: Time principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works Fixed: Value related: Time related: Value related: Time related: Information relating to the works Time related:		Fixed: Value related:					
As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of De Beers Pension Fund or chief security officer Fixed: Value related: Time related: Time related: Time related: Time principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works Fixed: Value related: Time related: Time related:		Time related:					
obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of De Beers Pension Fund or chief security officer Fixed: Value related: Time person and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works Fixed: Value related: Time related: Time related:	107	C7.0 ENTRANCE PERMITS TO SECURITY AREAS					
Time related: 108 C8.0 SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works Fixed:		obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of					
The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works Fixed:		Fixed: Value related:					
The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works Fixed:		Time related:					
	108	The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works Fixed:					

Number	Item Description	Unit	Quantity	Rate	Amount	:
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	SECTION 1: BILL 1					
	PRELIMINARIES					
109	C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS					
	It is prohibited to sketch or to take photographs of any site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Director De Beers Pension Fund					
	Fixed: Value related:					
110	C11.0 OCCUPATIONAL HEALTH AND SAFETY ACT					
	The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)					
	It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document					
	The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment					
	Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained					
	Fixed: Value related:					
	Time related:					
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Number	Item Description	Unit	Quantity	Rate	Amount	
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	SECTION 1: BILL 1					
	PRELIMINARIES					
111	C11.1 NOTIFICATION OF CONSTRUCTION WORK (Construction Regulation 3)					
	The Contractor shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3. The Contractor shall submit the notification in writing, on the appropriate form, prior to commencement of work					
	Fixed: Value related:					
	Time related:					
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Number	Item Description	Unit	Quantity	Rate	Amount	t
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	SECTION 1: BILL 1					
	PRELIMINARIES					
112	C11.2 HEALTH AND SAFETY PLAN (Construction Regulation 5.4) The Contractor shall provide and demonstrate to the Principal					
	Agent a suitable and sufficiently documented health and safety plan based on the Act, Construction Regulations and the health and safety specification, which shall be applied from the date of commencement of and for the duration of the construction work. The Contractor shall ensure that a copy of the health and safety plan is available on request to an employee, inspector, sub contractor or principal agent all in terms of Regulation 5					
	Fixed: Value related:					
	Time related:					
113	C11.3 REGISTRATION WITH THE COMPENSATION FUND (Construction Regulation 5.3 f)					
	The Contractor shall provide proof of his registration and good standing with the Compensation Fund or a licensed compensation insurer prior to the commencement of work					
	Fixed: Value related:					
	Time related:					
	Time related.					
114	C11.4 HEALTH AND SAFETY FILE (Construction Regulation 5.7)					
	The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the health and safety specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Principal Agent or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the principal agent					
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	Time related:					
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	PRELIMINARIES						
115	C11.5 SUPERVISION OF CONSTRUCTION WORK (SAFETY OFFICER) (Construction Regulation 6)						
	The Contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work. The Contractor shall appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site. Such appointments are required to ensure that at all times the requirements of the Act and Construction Regulations are adhered to. Refer to Regulation 6						
	Fixed: Value related:						
	Time related:						
	Time related						
116	C11.6 RISK ASSESSMENT AND SAFETY POLICY (Construction Regulation 7)						
	Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan. A copy of the risk assessment shall be available on site at all times for inspection. The Contractor shall at all time carry out the works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. He shall take all precautions regarding training of employees in any hazards and the related work procedures, health and safety induction training of employees, visitors or any other persons entering the site and provide personal protective equipment to all employees and visitors to site which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property in terms of Regulation 7 Fixed:						
117	C11.7 SIGNIFICANT HAZARDA IDENTIFICATION RISK ASSESSMENT PREPARED BY THE DESIGN CONSULTANTS The contractor shall allow for additional financial provision, if any, to take the necessary precautions regarding the significant hazards and risks identified and assessed by the design consultants						
	Fixed: Value related:						
	Time related:						

Number	Item Description	Unit	Quantity	Rate	Amoun	it
					R	- (
Brought Fo	rward					
	SECTION 1: BILL 1					
	PRELIMINARIES					
118	C11.8 ADDITIONAL FINANCIAL PROVISION					
	The Contractor shall allow for additional financial provision, if					
	any, to comply with the requirements of the Occupational					
	Health and Safety Act (Act No 85 of 1993) and the Construction Regulations issued there under which have not					
	been specifically elsewhere provided					
	Fixed: Value related:					
	Time related:					
119	C11.9 FALL PROTECTION PLAN (Construction					
	Regulation 8)					
	The contractor shall, before commencing any construction					
	work submit a fall protection plan identified all steps to be					
	taken in order to ensure the continued adherence to the fall protection plan and shall include a risk assessment of all work					
	carried out from an relevant position. The fall protection plan					
	shall form part of the health and safety plan and file					
	Fixed: Value related:					
	Time related:					
120	C11.10 PHYSICAL AND PSYCHOLOGICAL FITNESS					
	(Construction Regulation 8.2(b))					
	The contractor and sub-contractors shall before commencing					
	any construction work submit proof of his employees that shall					
	carried out work from an elevated position their physical and					
	psychological fitness. And shall be recorded in the health and safety file					
	Fixed: Value related:					
	Time related:					
121	C11.11 CONSTRUCTION VEHICLES AND MOBILE					
	PLANT (Construction Regulation 21)					
	The contractor and sub-contractors shall ensure that all					
	operated workers received training and been certified					
	competent to operate such vehicle and are physical and psychological fit to operate such construction vehicles and					
	mobile plants. And shall be recorded in the health and safety					
	file					
	Fixed: Value related:					
	Time related:					

PROJECT NUMBER: 6247

Number	Item Description	Unit	Quantity	Rate	Amoun	t
					R	С
Brought For	rward					
	SECTION 1: BILL 1					
	PRELIMINARIES					
122	C11.11 CONSTRUCTION VEHICLES AND MOBILE PLANT (Construction Regulation 21)					
	The contractor and sub-contractors shall ensure that all operated workers received training and been certified competent to operate such vehicle, and are physical and psychological fit to operate such construction vehicles and mobile plants. And shall be recorded in the health and safety file					
	Fixed: Value related:					
	Time related:					
123	C11.13 DEMOLITION WORK (Construction Regulation 12)					
	The contractor shall, before any demolition work shall carried out, submit all method of demolition to be used. This method shall form part of the health and safety plan and file.					
	Fixed: Value related:					
	Time related:					
124	C11.14 REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL (Asbestos Regulation)					
	The principle contractor shall appoint a contractor that is registered with the Department of Labour as an AIA. The contractor must allow for; NOTIFICATION OF ASBESTOS PROCESSING PERSONAL PROTECTIVE EQUIPMENT PACKAGING AND TRANSPORT AND STORAGE TO DISPOSAL SITE DEMOLITION WORK OF SHEETS LABELLING AND INFORMATION					
	Fixed: Value related:					
	Time related:					
Total Carrie	d Forward					

Number	Item Description	Unit	Quantity	Rate	Amount	
					R	
Brought Fo						
	SECTION 1: BILL 1					
	<u>PRELIMINARIES</u>					
	Bill No. 1					
	Preliminaries					
	COLLECTION					
	Total Brought Forward from Page No. 50					
	Page No					
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
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PROJECT NUMBER: 6247

Number	E A - PRELIMINARIES & GENERAL Item Description	Unit	Quantity	Rate	Amoun	t
					R	С
Brought Fo			Г			1
	SECTION 1: BILL 1					
	PRELIMINARIES					
	Bill No. 1					
	Preliminaries					
	COLLECTION					
	Total Brought Forward from Page No.51					
	25					
	26					
	27					
	28					
	29					
	30					
	31					
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	33					
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	48					
	49					
	50					
otal Carri	ed Forward To Summary	I				\dagger

SUMMARY OF SECTIONS

Section	Description	Amount (Rand)
1	SECTION 1: BILL 1	
	Total Carried Forward To Summary Of Schedules	



SECTION 1: CONSTRUCTION OF CARPORTS



MVD Kalahari

Project No: WB 02/2025 (6247)



WILLIAM HUMPHREYS ART GALLERY

BILL OF QUANTITIES

FOR

CONSTRUCTION OF CAR PORTS

SECTION 1 BILL 1

MVD Kalahari Consulting Engineers and Town Planners

186 du Toitspan Road Kimberley 8301

DATE: July 2025

Tender No WB 02/2025 Section 1
WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING CONSTRUCTION OF CARPORTS AND PALISADE FENCING Schedule of Quantities

SECTION A: CARPORTS

existing services against damage irrespective the type of service. b) Provision must be made to move existing services detected that are in the way of construction work. 3.2 i) Electrical Services No 1 ii) Water pipes No 1 c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Engineer. 3.4 i) Electrical Services No 1 ii) Water Pipes No 1 SANS 1200 MJ Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose							ON A: CARPORTS
SANS 1200 DB DB 8.3.5 Existing Services a) Provision must be made to detect and protect existing services against damage irrespective the type of service. b) Provision must be made to move existing services detected that are in the way of construction work. i) Electrical Services No i) Water pipes c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Fingineer. 3.4 i) Electrical Services ii) Water Pipes SANS 1200 Omm BLOCK PAVING MJ 3.6 Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose 3.7 a) Column foundations to a depth of 350 mm or as instructed by Engineer. CONCRETE		PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
DB 8.3.5 Existing Services a) Provision must be made to detect and protect existing services against damage irrespective the type of service. b) Provision must be made to move existing services detected that are in the way of construction work. 3.2 i) Electrical Services ii) Water pipes c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Engineer. 3.4 i) Electrical Services No 1 SANS 1200 SANS 1200 D 8.3.3 (a) Excavation And/OR BACKFILL (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose 3.7 a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE			SECTION A: CARPORTS				
a) Provision must be made to detect and protect existing services against damage irrespective the type of service. b) Provision must be made to move existing services detected that are in the way of construction work. 3.2 i) Electrical Services No 1 c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Engineer. 3.4 i) Electrical Services No 1 SANS 1200 60 mm BLOCK PAVING MJ 3.6 Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Excavation Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE			EXISTING SERVICES				
existing services against damage irrespective the type of service. b) Provision must be made to move existing services detected that are in the way of construction work. i) Electrical Services ii) Water pipes c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Engineer. ii) Electrical Services No iii) Water Pipes No iii) Water Pipes No forms BLOCK PAVING MJ Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE		DB 8.3.5	Existing Services				
services detected that are in the way of construction work. i) Electrical Services No 1 ii) Water pipes No 1 c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Engineer. 3.4 i) Electrical Services No 1 ii) Water Pipes No 1 SANS 1200 60 mm BLOCK PAVING MJ Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE	B.1		existing services against damage irrespective the	No	1		
ii) Water pipes c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Engineer. 3.4 i) Electrical Services No 1 3.5 SANS 1200 60 mm BLOCK PAVING MJ Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Exeavation D 8.3.3 (a) Exeavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose 3.7 a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE			services detected that are in the way of				
c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Engineer. 3.4 i) Electrical Services No 1 ii) Water Pipes No 1 SANS 1200 60 mm BLOCK PAVING MJ Remove and store existing paving where bases needs to be easted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL. (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE	B.2		i) Electrical Services	No	1		
services damaged by construction which were not shown on drawings nor pointed out by the Engineer. 3.4 i) Electrical Services No 1 3.5 ii) Water Pipes No 1 SANS 1200 60 mm BLOCK PAVING MJ Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL. (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE	В.3		ii) Water pipes	No	1		
3.5 ii) Water Pipes No 1 SANS 1200 60 mm BLOCK PAVING MJ Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE			services damaged by construction which were not shown on drawings nor pointed out by the				
SANS 1200 MJ Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE Remove and store existing paving where bases me² 18 18 18 18 18 18 18 18 18 1	B.4		i) Electrical Services	No	1		
Remove and store existing paving where bases needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE	B.5		ii) Water Pipes	No	1		
needs to be casted and install after bases are casted. SANS 1200 EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 GONCRETE			60 mm BLOCK PAVING				
D (FOUNDATIONS) Restricted Excavation D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE CONCRETE	B.6		needs to be casted and install after bases are	m²	18		
D 8.3.3 (a) Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE G CONCRETE		l l					
footings in all materials and use for backfill or embankment or dispose a) Column foundations to a depth of 350 mm or as instructed by Engineer. SANS 1200 CONCRETE G CONCRETE			Restricted Excavation				
as instructed by Engineer. SANS 1200 CONCRETE G		D 8.3.3 (a)	footings in all materials and use for backfill or				
G G	B.7			m³	7		
G 8.4.1 Prescribed mix concrete			<u>CONCRETE</u>				
		G 8.4.1	Prescribed mix concrete				
Total Carried Forward	Total Carried	1 Forward			<u>'</u>		

Tender No WB 02/2025 Section 1
WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING CONSTRUCTION OF CARPORTS AND PALISADE FENCING Schedule of Quantities

SECTION A: CARPORTS

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	ON A: CARPORTS AMOUNT R
NO						
Brought For	ward	T				
		Provide, mix, place and curing of concrete. Minimum strength after 28 days as specified. Included steel and/or wood floating of concrete surfaces and shuttering complete.				
B.8		a) Column Bases 350 mm deep (Class 20 MPa/19 mm). Wood float.	m³	7		
B.9		c) Mass Concrete under column bases Concrete Class 15 MPa/19 mm (Class shown on drawing)	m²	1		
	SANS 1200 GA	CONCRETE CUBES				
B.10	GA 7.2.1	Make provision to make concrete cubes for testing. Sets of 6.	No	1		
		ROOFING				
		a) Roof Covering				
B.11		Chromadek 0.6 mm roof sheeting complete with all fixings, flashing etc. (95 m²)	Sum	1		
	SANS 1200 H	STRUCTURAL STEEL				
	H 8.3.1 & H 8.3.2 & H 8.3.3	Supply and fabrication (Section 8.3.1), delivery (Section 8.3.2), erection (Section 8.3.3), including all welding, nuts, bolts, cleats, etc. complete:				
		a) Carport Support Columns				
B.12		1) 100 x 100 x 2.5 mm SHS (8 of - 3.0 m @ 7.68 kg/m)	kg	185		
B.13		2) 240 x 240 x 10 mm Base plate (8 of)	kg	37		
B.14		3) 120 x 90 x 6 mm Thick plates (8 of)	kg	5		
B.15		4) 215 x 90 x 6 mm Thick plates (8 of)	kg	8		
B.16		5) M16 Anchor bolt, nut and washer (32 of)	kg	13		
B.17		6) M12 Bolt, nut and washers 100 mm long (124 of)	kg	12		
B.18		7) Grout EMBECON Masterflow MB928 under base plates or similar approved. (25 mm drypack)	m³	0.03		
Total Carried	d Forward					

ITEM 4	DASZMENIE	DESCRIPTION	LINITE	OTV I		ON A: CARPORTS
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forw	ard					
		b) Carport Roof Structure				
B.19		1) 200 x 75 x 20 x 2.5 mm CLC (24.0 m @ 7.25 kg/m)	kg	174		
B.20		2) 150 x 50 x 20 x 2 mm CLC (93.0 m @ 5.1 kg/m)	kg	475		
B.21		3) M16 treathed rod (20.0 m @ 1.58 kg/m)	kg	32		
B.22		4) 130 x 200 x 6 mm Thick plates	kg	8		
B.23		5) 110 x 90 x 6 mm Thick plates	kg	6		
B.24		6) 95 x 200 x 6 mm Thick plates	kg	6		
B.25		7) 150 x 200 x 6 mm Thick plates	kg	39		
B.26		8) M12 Bolt, nut and washers 50 mm long	kg	8		
B.27		9) 80 x 60 x 6 mm Angle (1.8 m @ 6.37 kg/m)	kg	12		
B.28		10) 125 x 75 x 8 mm Angle (1.8 m @ 12.2 kg/m)	kg	22		
	SANS 1200 HC	Carport: Corrosion Protection				
	HC 8.2.1 & HC 8.2.2 & HC 8.2.3 & HC 8.2.4	Corrosion protection as specified on drawing, including all nuts, bolts, cleats, etc. complete:				
		a) Carport Support Columns				
B.29		1) 100 x 100 x 2.5 mm SHS (12 of - 2.75 m @ 7.68 kg/m)	kg	185		
B.30		2) 240 x 240 x 10 mm Base plate (12 of)	kg	37		
B.31		3) 120 x 90 x 6 mm Thick plates (12 of)	kg	5		
B.32		4) 215 x 90 x 6 mm Thick plates (12 of)	kg	8		
B.33		5) M12 Bolt, nut and washers 100 mm long (72 of)	kg	12		
		b) Carport Roof Structure				
B.34		1) 200 x 75 x 20 x 2.5 mm CLC (35.4 m @ 7.25 kg/m)	kg	174		
Total Carried	Forward	<u>'</u>				

Impa :	D. 172 (F) 7	DESCRIPTION:	113.17	C.TT.	SECTION	ON A: CARPORTS
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forw	ard					
B.35		2) 150 x 50 x 20 x 2 mm CLC (123.6 m @ 5.1 kg/m)	kg	475		
B.36		3) M16 treathed rod (29.76 m @ 1.58 kg/m)	kg	32		
B.37		4) 130 x 200 x 6 mm Thick plates	kg	8		
B.38		5) 110 x 90 x 6 mm Thick plates	kg	6		
B.39		6) 95 x 200 x 6 mm Thick plates	kg	6		
B.40		7) 150 x 200 x 6 mm Thick plates	kg	39		
B.41		8) M12 Bolt, nut and washers 50 mm long	kg	8		
B.42		9) 80 x 60 x 6 mm Angle (1.8 m @ 6.37 kg/m)	kg	12		
B.43		10) 125 x 75 x 8 mm Angle (1.8 m @ 12.2 kg/m)	kg	22		
Total Carried	Forward To Summ	ary				

TTTD 6	I by the court	DEGCRIPTION	I D IIT			LISADE FENCING
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION B: PALISADE FENCING				
	SANS 1200 DB	EXISTING SERVICES				
	DB 8.3.5	Existing Services				
C.1		a) Provision must be made to detect and protect existing services against damage irrespective the type of service	No	1		
		b) Provision must be made to move existing services detected that are in the way of construction work.				
C.2		i) Electrical Services	No	1		
C.3		ii) Water pipes	No	1		
		c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Engineer.				
C.4		i) Electrical Services	No	1		
C.5		ii) Water Pipes	No	1		
	SANS 1200 D	EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS)				
		Restricted Excavation				
	D 8.3.3 (a)	Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose				
C.6		a) Column foundations to a depth of 350 mm or as instructed by Engineer.	m^3	3		
	SANS 1200 G	<u>CONCRETE</u>				
	G 8.4.1	Prescribed mix concrete				
		Provide, mix, place and curing of concrete. Minimum strength after 28 days as specified. Included steel and/or wood floating of concrete surfaces and shuttering complete.				
C.7		a) Column Bases 500 mm deep (Class 10 MPa/19 mm). Wood float.	m³	7		
Total Carrie	d Forward					624

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought For	ward			L		
	SANS 1200 GA	CONCRETE CUBES				
C.8	GA 7.2.1	Make provision to make concrete cubes for testing. Sets of 6.	No	1		
	SANS 1200 H	STRUCTURAL STEEL				
	H 8.3.1 & H 8.3.2 & H 8.3.3	Supply and fabrication (Section 8.3.1), delivery (Section 8.3.2), erection (Section 8.3.3), including all welding, nuts, bolts, cleats, etc. complete:				
		a) Palisade Support Columns				
C.9		1) 76 x 76 x 2.5 mm SHS (20 of - 2.5 m @ 5.7 kg/m)	kg	285		
C.10		2) 150 x 150 x 5 mm Base plate (20 of)	kg	18		
C.11		3) Single swing gates as per detail	No	2		
C.12		4) Existing devils fork to be installed provided by client	No	20		
	SANS 1200 HC	Palisade: Corrosion Protection				
	HC 8.2.1 & HC 8.2.2 & HC 8.2.3 & HC 8.2.4	Corrosion protection as specified on drawing, including all nuts, bolts, cleats, etc. complete:				
		a) Palisade Support Columns				
C.13		1) 76 x 76 x 2.5 mm SHS (20 of - 2.5 m @ 5.7 kg/m)	kg	285		
C.14		2) 150 x 150 x 5 mm Base plate (20 of)	kg	18		
C.15		3) Single swing gates as per detail	No	2		
C.16		4) Existing devils fork to be installed provided by client	No	20		
Total Carria	d Forward To Summ	narv				

	,					CONTINGENCIES
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION C: CONTINGENCIES				
	PAYMENT		WNIT %	QTY 10	RATE	AMOUNT R
Total Carried	l Forward To Sumn	nary				624

WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING - CONSTRUCTION OF CARPORTS AND PALISADE FENCING Schedule of Quantities

SECTION SUMMARY OF SECTIONS DESCRIPTION

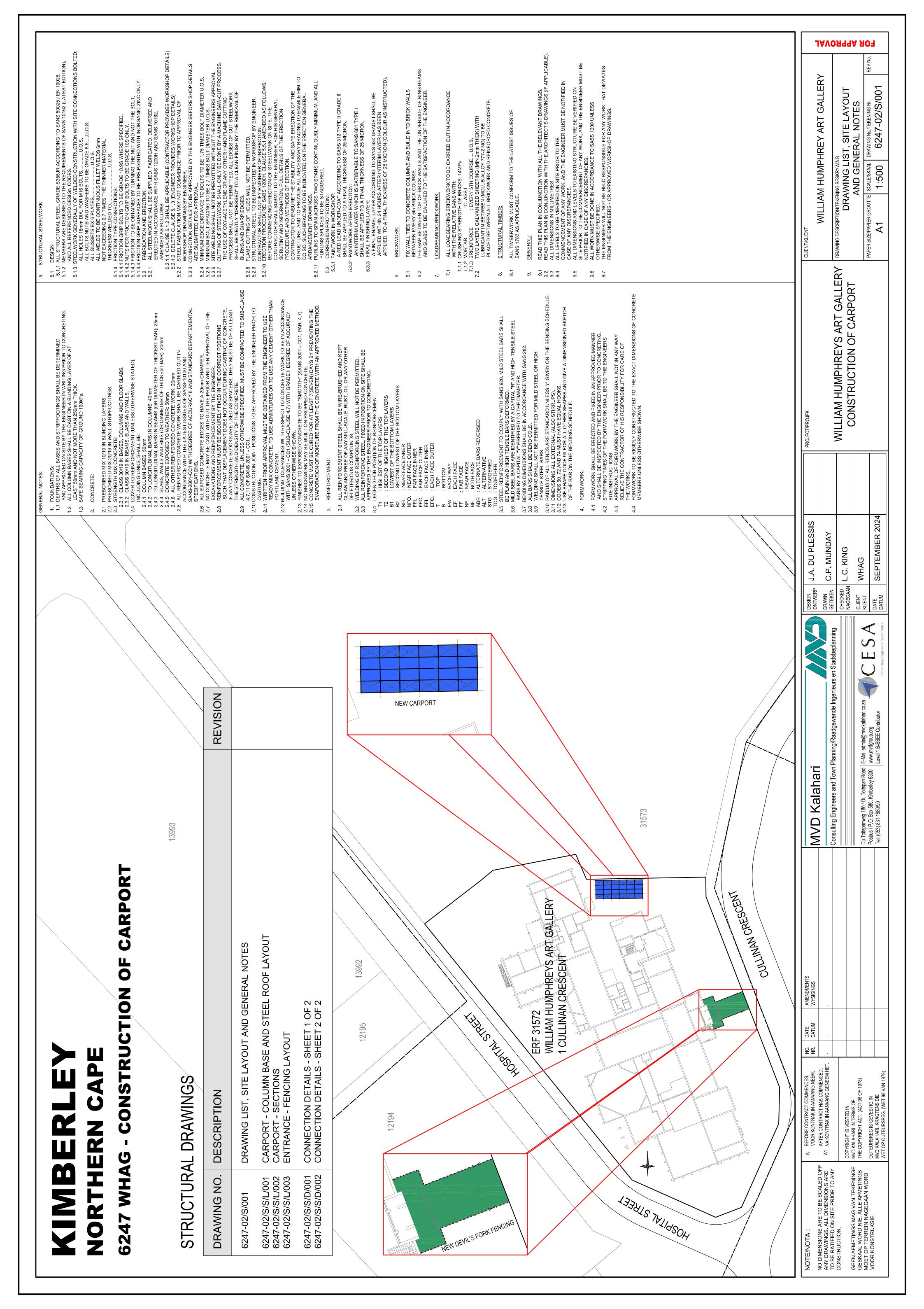
AMOUNT R

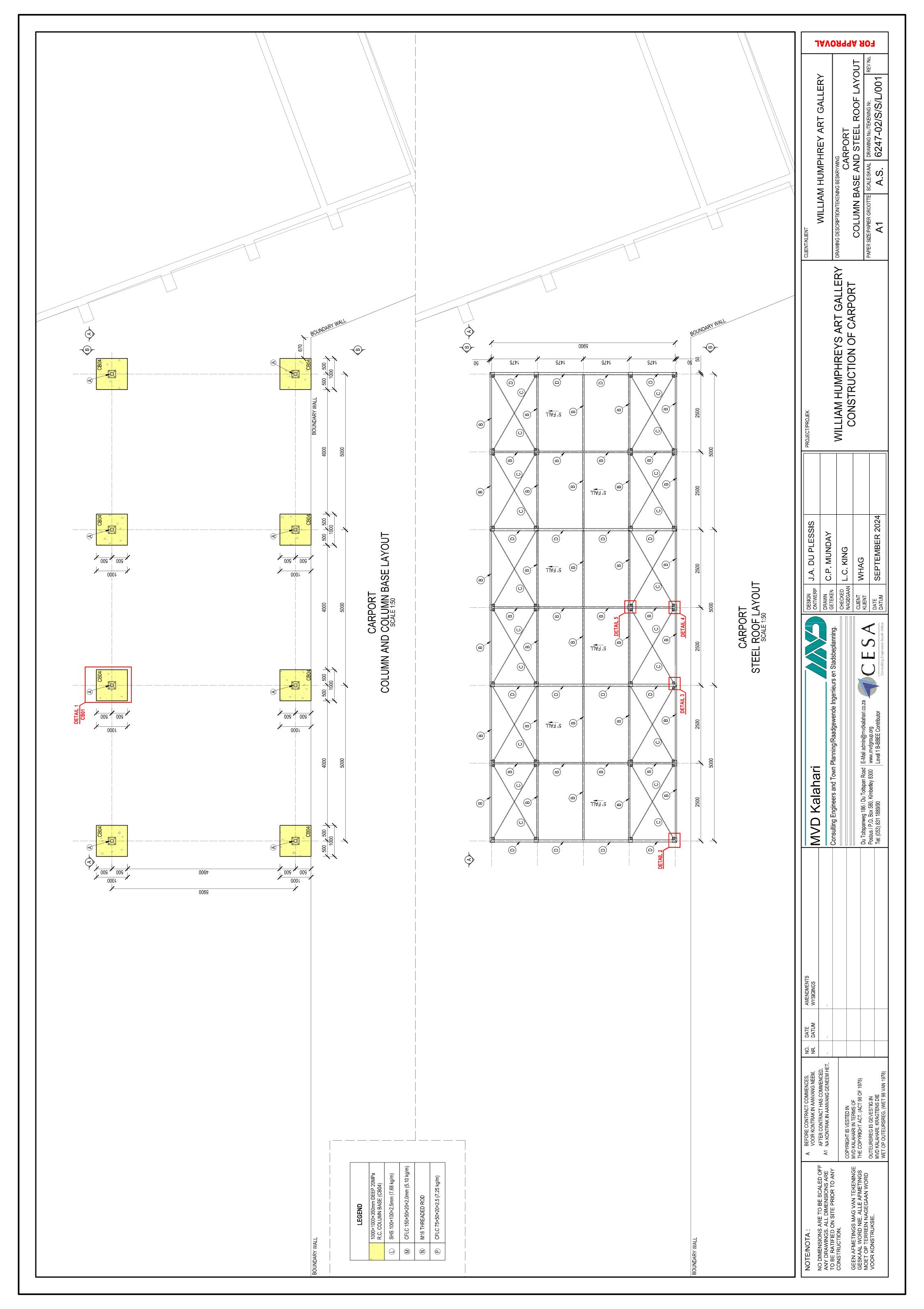
SECTION A: CARPORTS

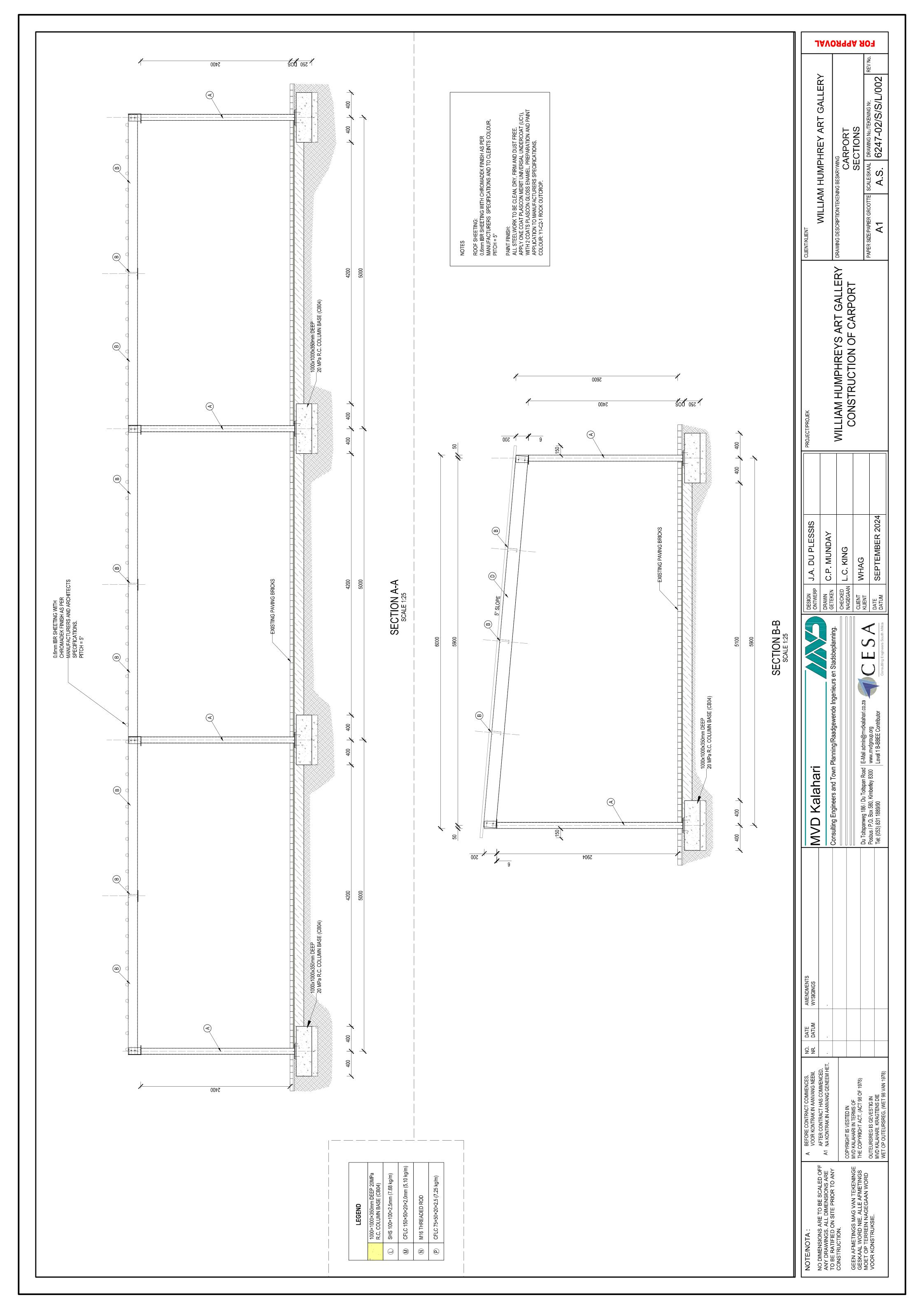
SECTION B: PALISADE FENCING

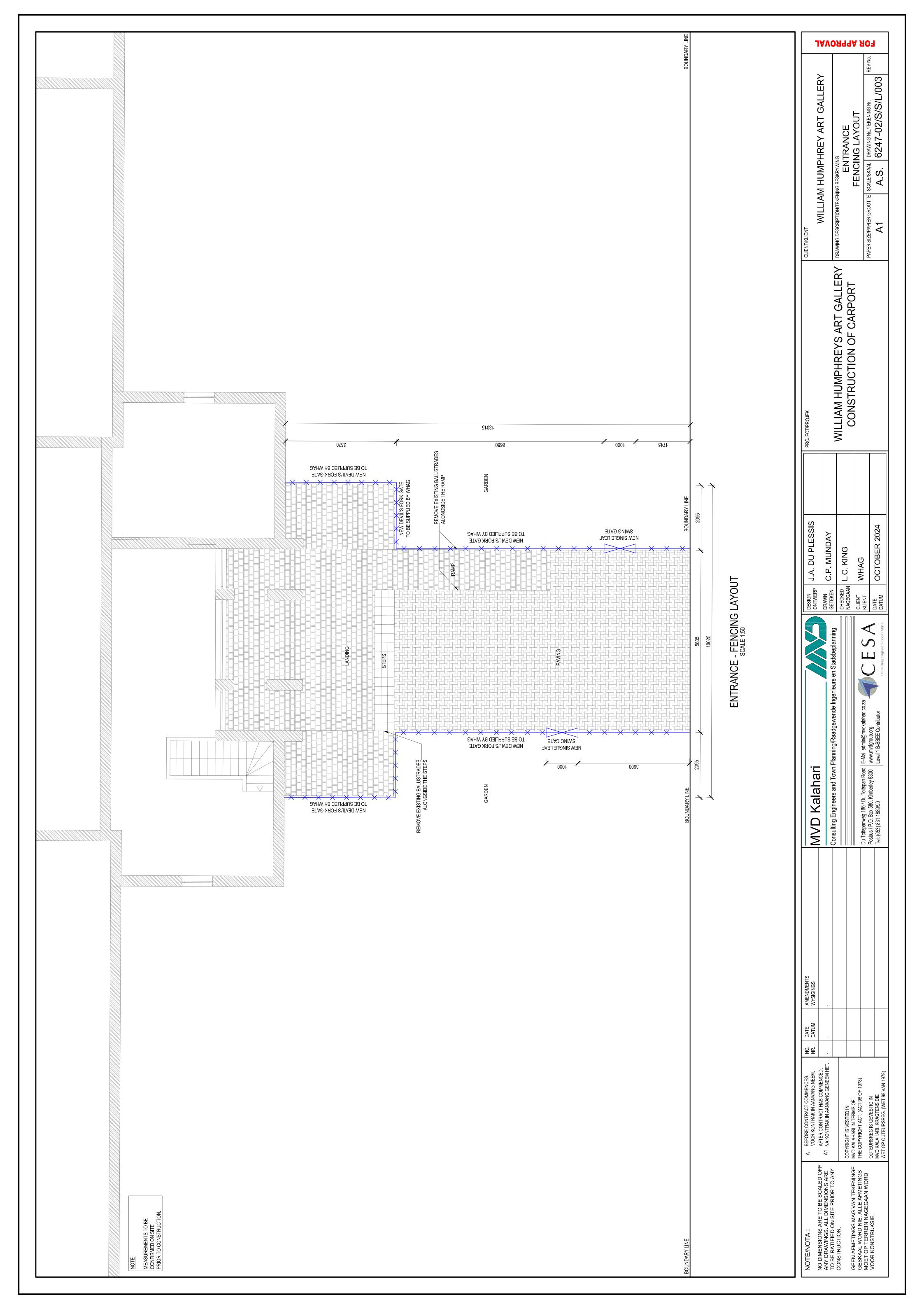
SECTION C: CONTINGENCIES

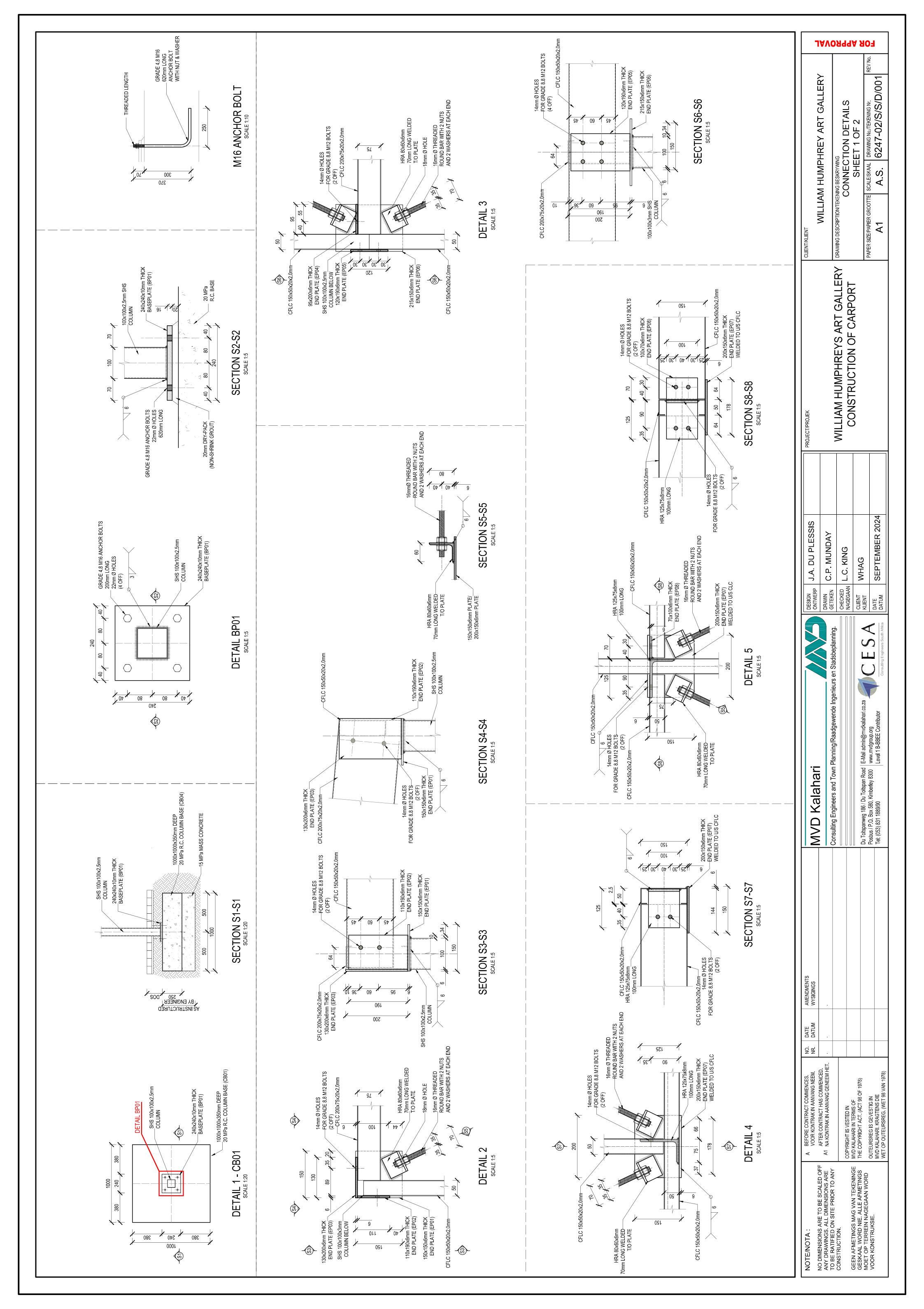
Total Carried Forv Total Carried Forward To Summary Of Schedules

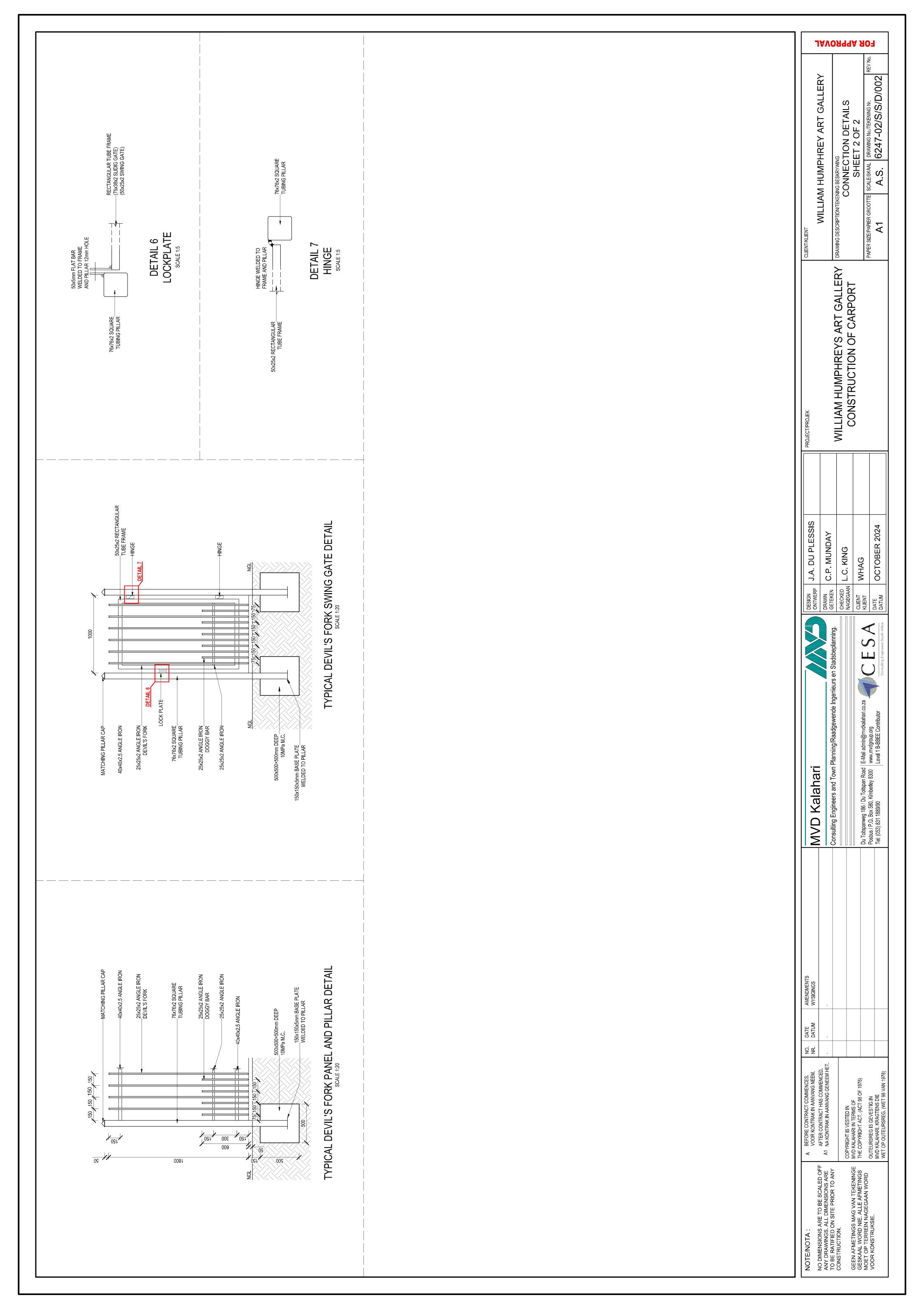














SECTION 2:

CONSTRUCTION OF EMERGENCY EXIT FIRST FLOOR



MVD Kalahari

Project No: WB 02/2025 (6247)



WILLIAM HUMPHREYS ART GALLERY

BILL OF QUANTITIES

FOR

CONSTRUCTION OF EMERGENCY EXIT FIRST FLOOR

SECTION 2 BILL 1

MVD Kalahari Consulting Engineers and Town Planners

186 du Toitspan Road Kimberley 8301

DATE: July 2025

WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING - CONSTRUCTION OF EMERGENCY EXIT

Schedule of Quantities

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	MERGENCY EXIT AMOUNT R
NO	FATMENT	DESCRIPTION	ONII	QII	KAIL	AMOUNTR
		SECTION A: EMERGENCY EXIT				
	SANS 1200 DB	EXISTING SERVICES				
	DB 8.3.5	Existing Services				
B.1		a) Provision must be made to detect and protect existing services against damage irrespective the type of service	No	1		
		b) Provision must be made to move existing services detected that are in the way of construction work.				
B.2		i) Electrical Services	No	1		
B.3		ii) Water pipes	No	1		
		c) Provision must be made to repair existing services damaged by construction which were not shown on drawings nor pointed out by the Engineer.				
B.4		i) Electrical Services	No	1		
B.5		ii) Water Pipes	No	1		
	SANS 1200 MJ	60 mm BLOCK PAVING				
B.6		Remove and store existing paving where bases needs to be casted and install after bases are casted.	m²	20		
	SANS 1200 D	EXCAVATIONS AND/OR BACKFILL (FOUNDATIONS)				
		Restricted Excavation				
	D 8.3.3 (a)	Excavate for restricted foundations and concrete footings in all materials and use for backfill or embankment or dispose				
B.7		a) Column foundations to a depth of 350 mm or as instructed by Engineer.	m³	6		
	SANS 1200 G	<u>CONCRETE</u>				
	G 8.4.1	Prescribed mix concrete				
Total Carried	l Forward	1	l			
						(245

WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING - CONSTRUCTION OF EMERGENCY EXIT

Schedule of Quantities

					CTION A. E.	MERGENCY EXIT
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forw	ard					
		Provide, mix, place and curing of concrete. Minimum strength after 28 days as specified. Included steel and/or wood floating of concrete surfaces and shuttering complete.				
B.8		a) Column Bases 350 mm deep (Class 20 MPa/19 mm). Wood float.	m³	6		
B.9		c) Mass Concrete under column bases Concrete Class 15 MPa/19 mm (Class shown on drawing)	m²	1		
	SANS 1200 GA	CONCRETE CUBES				
B.10	GA 7.2.1	Make provision to make concrete cubes for testing. Sets of 6.	No	1		
	SANS 1200 H	STRUCTURAL STEEL				
	H 8.3.1 & H 8.3.2 & H 8.3.3	Supply and fabrication (Section 8.3.1), delivery (Section 8.3.2), erection (Section 8.3.3), including all welding, nuts, bolts, cleats, etc. complete:				
		a) Steel Structure				
B.11		1) 75 x 75 x 5 mm SHS (22.0 m @ 11.11 kg/m)	kg	245		
B.12		2) PFC 180 x 70mm (9.5 m @ 21.11 kg/m)	kg	201		
B.13		3) IPE 180 (1.5 m @ 18.8 kg/m)	kg	30		
B.14		4) HRA 60 x 60 x 5 mm (30.6 m @ 4.57 kg/m)	kg	255		
B.15		5) 180 x 180 x 10 mm Base plate (8 of)	kg	21		
B.16		6) 250 x 180 x 10 mm Base plate (2 of)	kg	7		
B.17		7) 210 x 210 x 6 mm Thick plates (24 of)	kg	665		
B.18		8) M16 Anchor bolt, nut and washer (32 of)	kg	17		
B.19		9) M12 Bolt, nut and washers 100 mm long (124 of)	kg	12		
B.20		10) Grout EMBECON Masterflow MB928 under base plates or similar approved. (25 mm dry-pack)	m³	0.03		
Total Carried	Forward					

WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING - CONSTRUCTION OF EMERGENCY EXIT

Schedule of Quantities

					SE	CTION A: EI	MERGENCY EXIT
B.21 B.21 Install Handrail according to detail drawing or according to specialist specifications. Paint to be according to elients specifications. Paint to be according to detail drawing or according to detail drawing or according to specialist specifications. Paint to be according to elients specifications. SANS 1200 HC 8.2.1 & HC 8.2.1 & HC 8.2.2 & HC 8.2.3 & HC 8.2.4 Corrosion Protection HC 8.2.3 & HC 8.2.4 a) Steel Structure: Corrosion Protection as specified on drawing, including all nuts, bolts, cleats, etc. complete: HC 8.2.3 & HC 8.2.4 a) Steel Structure 1) 75 x 75 x 5 mm SHS (22.0 m @ 11.11 kg/m) kg		PAYMENT	DESCRIPTION	UNIT			AMOUNT R
B.21 Install Handrail according to detail drawing or according to specialist specifications. Paint to be according to clients specifications. Paint to be according to specialist specifications. Paint to be according to clients specifications. Paint to be according to specialist specifications. Paint to be according to clients	Brought Forw	/ard		1	L		
B.22 Install Vitagrid Install Vitagrid walkway and steps according to detail drawing or according to specialist specifications. Paint to be according to detail drawing or according to specialist specifications. Paint to be according to clients specifications. Paint to be according to clients specifications. SANS 1200 ItC			b) Handrail				
B.22 Install Vitagrid walkway and steps according to detail drawing or according to specialist specifications. Paint to be according to clients specifications. SANS 1200 Steel Structure: Corrosion Protection	B.21		according to specialist specifications. Paint to be	Sum	1		
detail drawing or according to specialist specifications. Paint to be according to clients specifications. Paint to be according to clients specifications.			b) Vitagrid				
HC HC 8.2.1 & HC 8.2.2 & HC 8.2.3 & HC 8.2.4 a) Steel Structure 1) 75 x 75 x 5 mm SHS (22.0 m @ 11.11 kg/m) kg 245 B.23 2) PFC 180 x 70mm (9.5 m @ 21.11 kg/m) kg 201 B.25 3) IPE 180 (1.5 m @ 18.8 kg/m) kg 30 B.26 4) HRA 60 x 60 x 5 mm (30.6 m @ 4.57 kg/m) kg 255 B.27 5) 180 x 180 x 10 mm Base plate (8 of) kg 21 B.28 6) 250 x 180 x 10 mm Base plate (2 of) kg 7 7) 210 x 210 x 6 mm Thick plates (24 of) kg 665 B.30 8) M16 Anchor bolt, nut and washers 100 mm long kg 12	B.22		detail drawing or according to specialist specifications. Paint to be according to clients	Sum	1		
HC 8.2.2 & HC 8.2.3 & HC 8.2.3 & HC 8.2.4 a) Steel Structure 1) 75 x 75 x 5 mm SHS (22.0 m @ 11.11 kg/m) kg 245 B.24 2) PFC 180 x 70mm (9.5 m @ 21.11 kg/m) kg 201 B.25 3) IPE 180 (1.5 m @ 18.8 kg/m) kg 30 B.26 4) HRA 60 x 60 x 5 mm (30.6 m @ 4.57 kg/m) kg 255 B.27 5) 180 x 180 x 10 mm Base plate (8 of) kg 21 B.28 6) 250 x 180 x 10 mm Base plate (2 of) kg 7 B.29 7) 210 x 210 x 6 mm Thick plates (24 of) kg 665 B.30 8) M16 Anchor bolt, nut and washer (32 of) kg 17 B.31 9) M12 Bolt, nut and washers 100 mm long kg 12		1	Steel Structure: Corrosion Protection				
B.23		HC 8.2.2 & HC 8.2.3 &					
B.24 2) PFC 180 x 70mm (9.5 m @ 21.11 kg/m) kg 201 B.25 3) IPE 180 (1.5 m @ 18.8 kg/m) kg 30 B.26 4) HRA 60 x 60 x 5 mm (30.6 m @ 4.57 kg/m) kg 255 B.27 5) 180 x 180 x 10 mm Base plate (8 of) kg 21 B.28 6) 250 x 180 x 10 mm Base plate (2 of) kg 7 B.29 7) 210 x 210 x 6 mm Thick plates (24 of) kg 665 B.30 8) M16 Anchor bolt, nut and washer (32 of) kg 17 B.31 9) M12 Bolt, nut and washers 100 mm long kg 12			a) Steel Structure				
B.25 3) IPE 180 (1.5 m @ 18.8 kg/m) kg 30 B.26 4) HRA 60 x 60 x 5 mm (30.6 m @ 4.57 kg/m) kg 255 B.27 5) 180 x 180 x 10 mm Base plate (8 of) kg 21 B.28 6) 250 x 180 x 10 mm Base plate (2 of) kg 7 B.29 7) 210 x 210 x 6 mm Thick plates (24 of) kg 665 B.30 8) M16 Anchor bolt, nut and washer (32 of) kg 17 B.31 9) M12 Bolt, nut and washers 100 mm long kg 12	B.23		1) 75 x 75 x 5 mm SHS (22.0 m @ 11.11 kg/m)	kg	245		
B.26	B.24		2) PFC 180 x 70mm (9.5 m @ 21.11 kg/m)	kg	201		
B.27 5) 180 x 180 x 10 mm Base plate (8 of) kg 21 B.28 6) 250 x 180 x 10 mm Base plate (2 of) kg 7 B.29 7) 210 x 210 x 6 mm Thick plates (24 of) kg 665 B.30 8) M16 Anchor bolt, nut and washer (32 of) kg 17 B.31 9) M12 Bolt, nut and washers 100 mm long kg 12	B.25		3) IPE 180 (1.5 m @ 18.8 kg/m)	kg	30		
B.28 6) 250 x 180 x 10 mm Base plate (2 of) kg 7 B.29 7) 210 x 210 x 6 mm Thick plates (24 of) kg 665 B.30 8) M16 Anchor bolt, nut and washer (32 of) kg 17 B.31 9) M12 Bolt, nut and washers 100 mm long kg 12	B.26		4) HRA 60 x 60 x 5 mm (30.6 m @ 4.57 kg/m)	kg	255		
B.29 7) 210 x 210 x 6 mm Thick plates (24 of) kg 665 B.30 8) M16 Anchor bolt, nut and washer (32 of) kg 17 B.31 9) M12 Bolt, nut and washers 100 mm long kg 12	B.27		5) 180 x 180 x 10 mm Base plate (8 of)	kg	21		
B.30	B.28		6) 250 x 180 x 10 mm Base plate (2 of)	kg	7		
B.31 9) M12 Bolt, nut and washers 100 mm long kg 12	B.29		7) 210 x 210 x 6 mm Thick plates (24 of)	kg	665		
	B.30		8) M16 Anchor bolt, nut and washer (32 of)	kg	17		
	B.31			kg	12		
Total Carried Forward	Total Carried	Forward					

WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING - CONSTRUCTION OF EMERGENCY EXIT

Schedule of Quantities

				SE	CTION A: EI	MERGENCY EXIT
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forv	vard					
		DEMOLITION WORK				
B.32		Demolish opening in existing wall to accommodate new door as per structural drawings.	m²	5		
		PLASTER WORK				
B.33		One layer 12 mm cement plaster on the internall and externall surfaces of walls, window sills, etc. Existing plaster to be checked for quality and replaster where necessary.	m^2	15		
		EMERGENCY EXIT DOOR Supply and complete installation of emergency exit door according to Door Schedule. Price all inclusive.				
B.34		a) D1	No	1		
		PAINTING				
		Prepare walls and piant with 1 coat universal undercoat and 2 coats acrylic paint all in accordance with manufacturer's specification. Colour scheme shall be determined by Engineer. Price all inclusive.				
B.35		a) Internal walls	m^2	45		
B.36		b) External walls	m²	5		
Total Carried	Forward To Sumn	l nary				
						624

WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING - CONSTRUCTION OF EMERGENCY EXIT

Schedule of Quantities

SECTION B : CONTINGENCIES

					<u>SECTION B : 0</u>	CONTINGENCIES
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION B: CONTINGENCIES				
C.1		Provide an amount that can be used in total or partially to cover for unforseen or additional work as instructed in writing by the Engineer. This amount will be duducted from the contract amount should it not be required. Amount = 0,10 (Sum of Section A) = 0,10 x R	%	10		
		Amount = R				
Total Carried	Forward To Sumn	nary		· · · · · · · · · · · · · · · · · · ·		6247

AMOUNT R

Tender No: WB 02/2025 Section 2

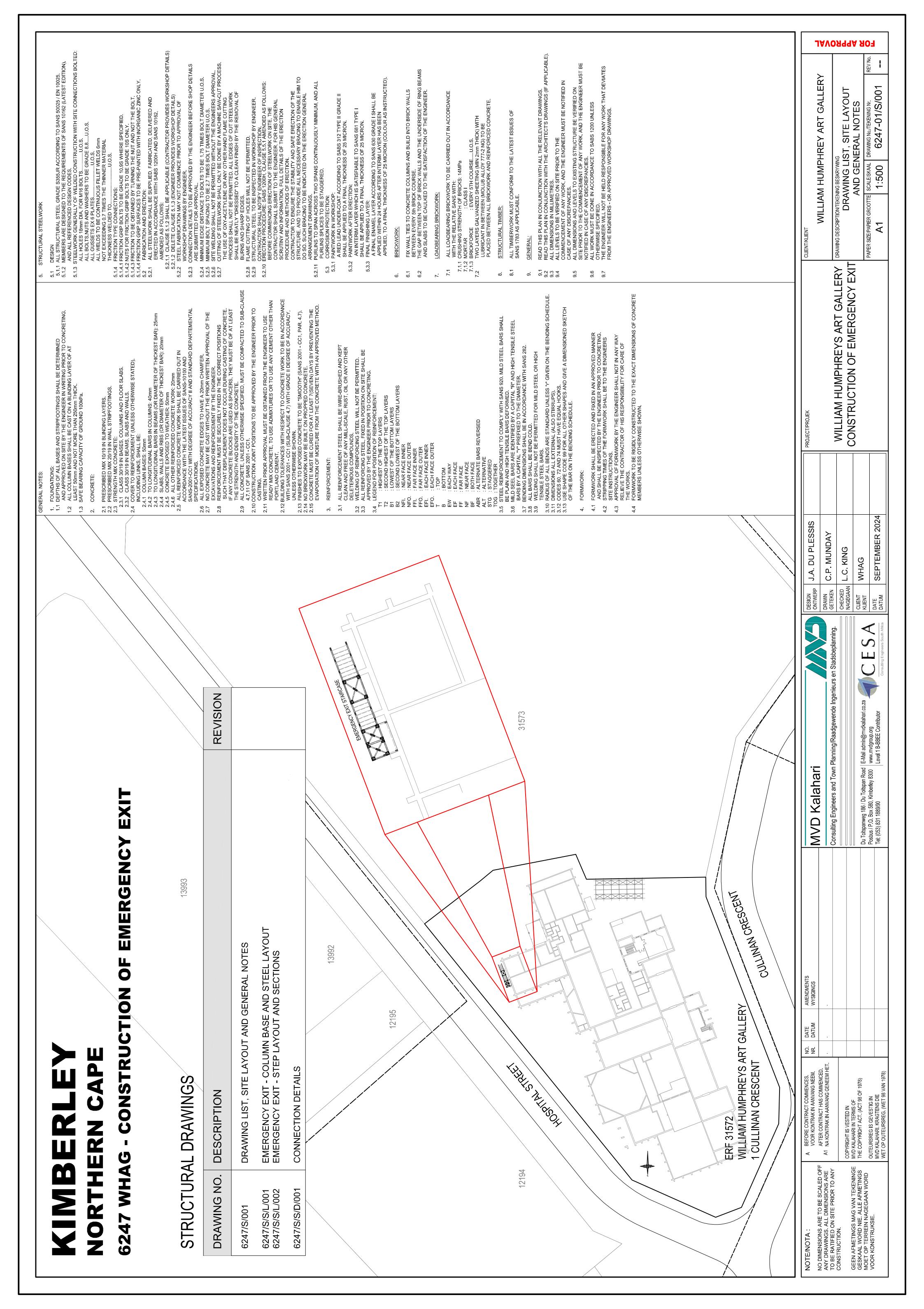
WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING - CONSTRUCTION OF EMERGENCY EXIT Schedule of Quantities

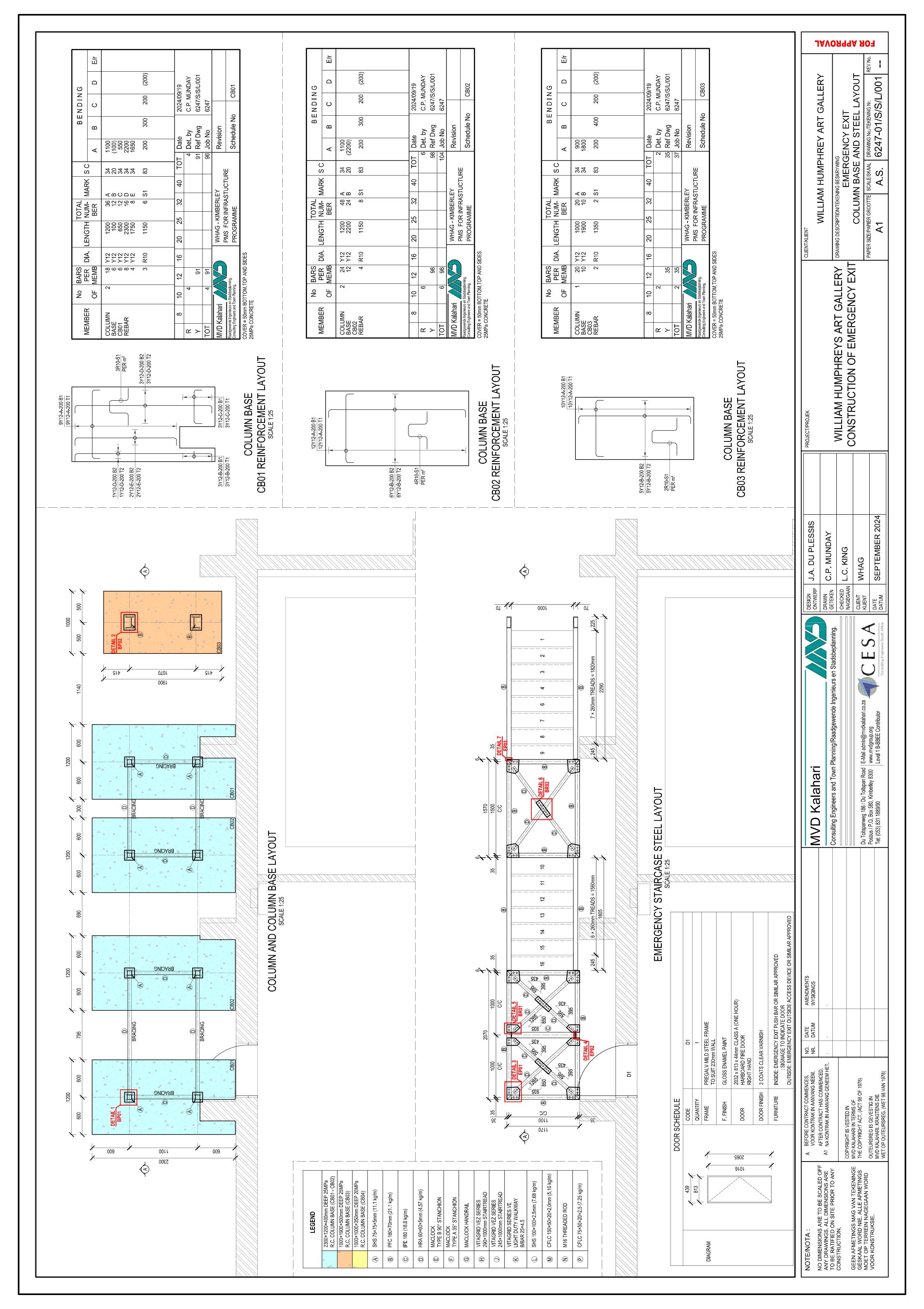
SUMMARY OF SECTIONS SECTION DESCRIPTION

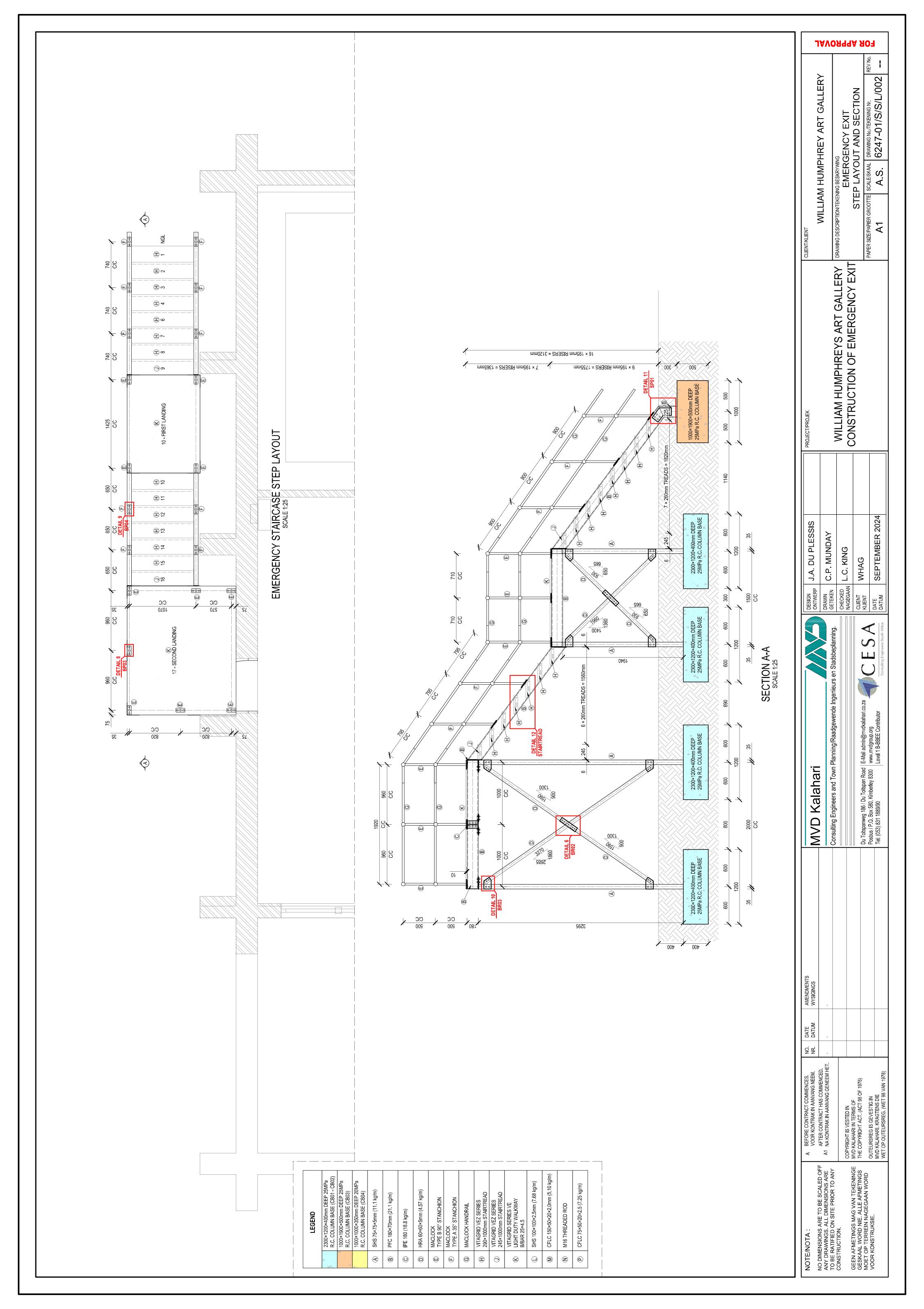
SECTION A: EMERGENCY EXIT

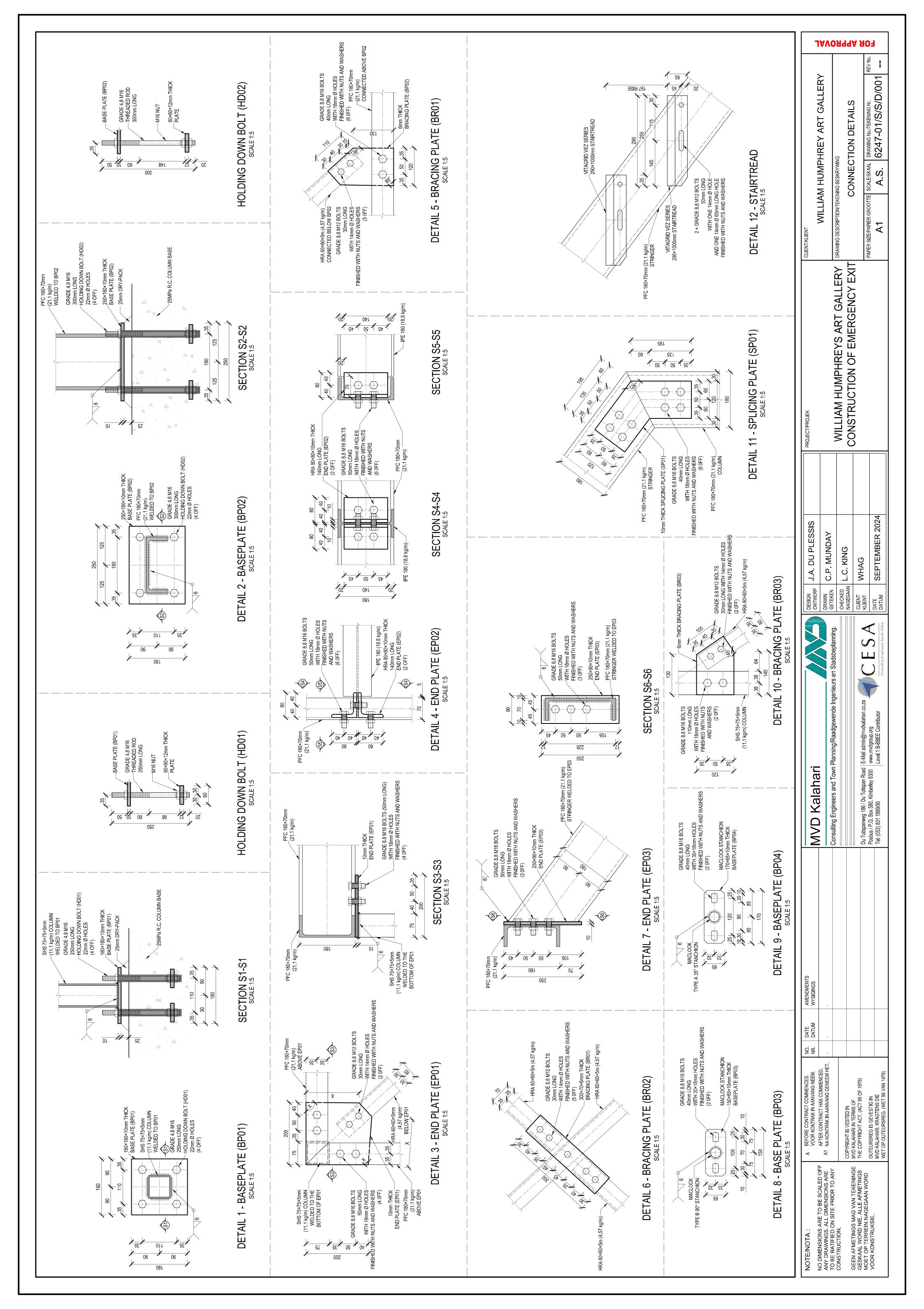
SECTION B: CONTINGENCIES

Total Carried Forward To Summary Page











SECTION 3: CONSTRUCTION OF HANGING FRAMES FOR ARTIFACT

STORAGE



MVD Kalahari

Project No: WB 02/2025 (6247)



WILLIAM HUMPHREYS ART GALLERY

BILL OF QUANTITIES

FOR

CONSTRUCTION OF HANGING FRAMES FOR ARTIFACT STORAGE

SECTION 3 BILL 1

MVD Kalahari Consulting Engineers and Town Planners

186 du Toitspan Road Kimberley 8301

DATE: July **2025**

WILLIAM HUMPHREYS ART GALLERY - MULTI_ CONSTRUCTIOON SERVICES - TENDER WB02/2025 SCHEDULE B - BOQ

Number	Item Description	Unit	Quantity	Rate	Amount	
					R	•
	Scope Of Work					
I	General Scope of works is provided in two (2) sections pertaining to General Building Works and Engineering Steel Works as outlined below:					
	Section 3; Bill 1: General Building Works; Storage Area 1 & 2					
	Contractors are to construct in position as indicated on drawings, a Half Brick Wall bounded into existing walls constructed on Precast , plastered both sides					
	Section 3; Bill: Steel Engineering Works; Storage Area 1 & 2					
	Steel Frames of 50 x 50mm Square Tubing shall be constructed to size as indicated on drawings. Each frame shall be covered both sides with 8 x 20mm Expanded Metal Flatex sheets, fixed in place by 50 x 5mm Flat Bar surrounds secured to frames by 8mm Bolts with flat washers, lock washer and nuts.					
	Each frame shall be suspended from top by 'Hillaldam 400S Top Track' secured to concrete ceilings by 8mm ø Rawl Bolts evenly spaced over length of Top Track.					
	Each Frame shall be fitted with 'Hillaldam 0406 Steel Door Hangers' at the top, and support on the underside of frames with '98S Hillaldam Mortice Fix Roller' recessed into frames, running on 'Hillaldam 408S Lugged Track' securely set within existing floor to depths as indicated on drawings.					

PROJECT NUMBER: 6247

Number	Item Description	Unit	Quantity	Rate	Amount	t
					R	С
	Building Work Storage Area No2					
	Section 3: Bill 1					
2						
	R 2.1 GENERAL PURPOSE BRICKS:					
DRICKLATE						
	To be good, hard, sound, well burnt machine made bricks, even in size.					
2.2	BRICKWORK:					
	Build all solid superstructure walls to the lengths and thicknesses shown on drawings with bricks as described.					
2.3	HALF BRICK THICK WALLS:					
	Half brick thick walls are to be built in cement mortar, reinforced with 75mm wide brick reinforcement, one row to every eighth course in height, and built 100mm into main connecting walls. The reinforcement shall be lapped 150mm at end joints, and 75mm at angles.					
	NOTE Within new wall in Storage Area No2, leave opening of 257mm ø for Extractor Fan Ladder Strip.					
	Storage Area No 2: 10 Basement Storage No1: 2	m²	12.0			
3.	BUILDING IN OF PRESSED STEEL DOOR FRAMES:					
	Set pressed steel door frames in position shown on drawing. Strut as required and build in as the work proceeds. Storage Area No2:					
	3	nr	1.0			
4.	PRESSTRESSED LINTELS UNDER NEW WALL/S IN EXISTING BUILDING: Remove the floor finishing and lay prestressed lintel/s on existing concrete surface bed, one under each half brick					
	thickness of wall.					
	Storage Area No 2:					
		lm	3.0			

Number	Item Description	Unit	Quantity	Rate	Amount	:
					R	C
Brought Fo	rward					
	Building Work Storage Area No2					
5.	CARPENTRY AND JOINERY					
5.1	SOLID FLUSH DOOR/S (PRESSED STEEL FRAME/S WITHOUT FANLIGHT/S):					
	The internal door/s shown on drawing/s or as mentioned, are to be 40mm thick solid flush doors finished off faced both sides with water resistant oil varnish elsewhere specified.					
	Hang door/s on butts supplied with frame/s as specified in "Metalwork" fit 75mm locks and furniture described in "Iron Mongary".					
	Storage Area No 2:	nr	1.0			
6.	IRONMONGERY					
6.1	MORTICE DOOR LOCKS:					
•	Provide and fit 4 Lever mortice lock, including furniture as required. Lock is to be supplied with two keys. Fit and adjust striking plates.					
	Storage Area No 2 D003					
		nr	1.0			
7.	<u>PLASTERING</u>					
7.1	INTERNAL CEMENT PLASTER ON BRICKWORK:					
	Render all internal wall surfaces with 4:1 cement plaster both sides to thickness of 10mm.					
	Storage Araea No 2:	m²	20.0			
8.	<u>PAINTING</u>					
	PREPARATION FOR PAINTING:					
	CLEANING DOWN: Cleaning down shall mean washing down with approved cleanser, filling as necessary, rubbing down to an even surface and hosing down to remove all dust and loose particles.					
	WIRE BRUSHING: Wire brushing shall mean wire brushing to a clean and solid surface, filling as necessary, rubbing down to an even surface and hosing down to remove all dust and loose particles.					
	RUB DOWN: Rub down to bare surface shall mean complete removal of everything to the base of material.					
						1

Number	Item Description	Unit	Quantity	Rate	Amount	
					R	С
Brought Fo	rward					
	Building Work Storage Area No2					
8.1	INTERNAL PAINTING					
8.1.1	PAINT NEW WALLS WITH EMULSION PAINT (INTERNALLY):					
	Prepare, apply one coat of either an approved pigmented filler/sealer or clear filler/sealer, mixed with finishing pint in the proportion recommended by the manufacturers and paint two coats interior emulsion paint, mixed and applied in accordance with the manufacturer's instructions, to all new plastered internal wall surfaces, full height from floor to ceiling.					
	Storage Area No 2:	m²	20.0			
8.1.2	HARDWOOD DOORS (WATER RESISTANCE OIL VARNISH):					
	Prepare hardwood doors and apply two coats good quality water resistance oil varnish.					
	Storage Area No 2:	m²	4.0			
8.1.3	PAINT PRESSED STEEL FRAMES					
	Clean down pressed steel frames and paint one undercoat and two final coat high gloss White paint.					
	Storage Area No 2:	m²	2.0			
						\downarrow

Number	Item Description	Unit	it Quantity	Rate	Amount		
					R	С	
	Steel Engineering Works: Storage Areas 1 & 2						
9.	Section 3: Bill 2						
	STORAGE AREA No2: ROLLAWAY FRAMES						
	Construct Steel Frames of 76 x 50 x 2mm Rectangular Tubing to sizes as indicated on drawings.						
	Steel Frames:						
		nr	5.0				
9.1.	Cover both sides with 8 x 20mm Expanded Metal Flatex sheets, fixed in place by 50 x 5mm Flat Bar surrounds secured to frames by 8mm Bolts with flat washers, lock washer and nuts.						
	Flatex Sheets	m²	83.0				
9.2.	50 x 5mm Flat Bar Surrounds to size as indicated on drawing inclusive of Bolts, Washers, Lock Washers and Nuts	lm	118.0				
9.3.	PAINT STEELWORK:						
	All metal surfaces shall be thoroughly cleaned and sanded down to a smooth and even surface, free from dirt and grease, and all rust. Apply one coat of Red Oxide Paint to all bare surfaces, all strictly applied in accordance with the manufacturer's instructions.						
	Paint Steel Frames, Top Tracks, Flatex Sheets and Flat Bar surrounds with two coats High Gloss White finishing Paint.	m²	20.0				
9.4.	HILLALDAM FIXTURES						
	Each frame shall be suspended from top by 'Hillaldam 400S Top Track' secured to concrete ceilings by 8mm ø Rawl Bolts evenly spaced over length of Top Track.						
	Each Frame shall be fitted with 'Hillaldam 0406 Steel Door Hangers' at the top, and support on the underside of frames with '98S Hillaldam Mortice Fix Roller' recessed into frames, running on 'Hillaldam 408S Lugged Track' securely set within existing floor to depths as indicated on drawings.						
9.5.	Install at 600mm centres 'Hillaldam 400S Top Track' secured to ceiling inclusive of Rawl Bolts.						
	Top Track Length: Track length: 5.8m each	nr	5.0				
9.6.	Install at even centres, 3 per sliding frame, 'Hillaldam 0406 Steel Door Hangers' as per drawing 6247/02/C/B/B/002 .	nr	15.0				
9.7.	Install at even centres, 3 per sliding frame, '98S Hillaldam Mortice Fix Roller' as per drawing 6247/02/C/B/B/002 .	nr	15.0				
9.8.	Install at 600mm centres, 'Hillaldam 408S Lugged Track' to lengths as indicated, recessed within concrete floor inclusive of repair work to concrete chased sections as indicated on drawing.						
	4086S Bottom Lugged Track length: 5.8m each	nr	5.0				

Number	Item Description	Unit	Quantity	Rate	Amount	
					R	С
Brought For			ı			
	Steel Engineering Works: Storage Areas 1 & 2					
10.	ELECTRICAL					
	Install within new wall Expel air GX9 Range Wall Mounted Extractor Fan complete with GXL20/50 extended Ladder Strip for connection of outer grill to inside fan. Secure Extractor Fan to new wall as per Manufacturer Instructions.					
	GX9 Wall Mounted Extractor Fan (Inclusive of extended Ladder Strip)	nr	1.0			
10.1	ELECTRICAL CONNECTION TO EXTRACTOR FAN					
	From existing Fluorescent Light Fitting, secure to concrete ceiling 20mm PVC Conduit ending in wall mounted Isolating Switch near electrical supply to Extractor Fan. From Light Fitting, draw in 3 core armoured cable to new Isolating Switch. From Extractor Fan, draw in power supply within new spag tubing ending in Isolating Switch and connect power supply to Extractor Fan					
10.2	20mm PVC Conduit inclusive of bends, securing saddles.					
		lm	15.0			
10.3	3 Core 4mm Surfex cable	lm	15.0			
10.4	100 x 100mm 30 Amp Wall mount Isolating Switch	nr	1.0			
	The state of the s					
						\bot

Number	Item Description	Unit	Quantity	Rate	Amount	
					R	(
Brought Fo	rward					
	Steel Engineering Works: Storage Areas 1 & 2					
11.	STORAGE AREA No 1: Rollaway Frames					
	Construct Steel Frames of 76 x 50mm Rectangular Tubing to sizes as indicated on drawings.					
	Steel Frames:	nr	8.0			
11.1.	Cover both sides with 8 x 20mm Expanded Metal Flatex sheets, fixed in place by 50 x 5mm Flat Bar surrounds secured to frames by 8mm Bolts with flat washers, lock washer and nuts.					
	Flatex Sheets	m²	133.0			
11.2.	50 x 5mm Flat Bar Surrounds to size as indicated on drawing inclusive of Bolts, Washers, Lock Washers and Nuts	lm	189.0			
11.3.	PAINT STEELWORK:					
	All metal surfaces shall be thoroughly cleaned and sanded down to a smooth and even surface, free from dirt and grease, and all rust. Apply one coat of Red Oxide Paint to all bare surfaces, all strictly applied in accordance with the manufacturer's instructions.					
	Paint Steel Frames, Top Tracks, Fltex Sheets and Flat Bar surrounds with two coats High Gloss White finishing Paint.	m²	20.0			
11.4.	HILLALDAM FIXTURES					
	Each frame shall be suspended from top by 'Hillaldam 400S Top Track' secured to concrete ceilings by 8mm ø Rawl Bolts evenly spaced over length of Top Track.					
	Each Frame shall be fitted with 'Hillaldam 0406 Steel Door Hangers' at the top, and support on the underside of frames with '98S Hillaldam Mortice Fix Roller' recessed into frames, running on 'Hillaldam 408S Lugged Track' securely set within existing floor to depths as indicated on drawings.					
11.5.	Install at 600mm centres 'Hillaldam 400S Top Track' secured to ceiling inclusive of Rawl Bolts.					
	Top Track Length: 5.8m each	nr	8.0			
11.6.	Install at even centres, 3 per sliding frame, 'Hillaldam 0406 Steel Door Hangers' as per drawing 6247/02/C/B/B/002		24.0			
		nr	24.0			
11.7.	Install at even centres, 3 per sliding frame, '98S Hillaldam Mortice Fix Roller' as per drawing 6247/02/C/B/B/002 .	nr	24.0			
11.8.	Install at 600mm centres, 'Hillaldam 408S Lugged Track' to lengths as indicated, recessed within concrete floor inclusive of repair work to concrete chased sections as indicated on drawing.					
	4086S Bottom Lugged Track length: 5.8m each	nr	8.0			

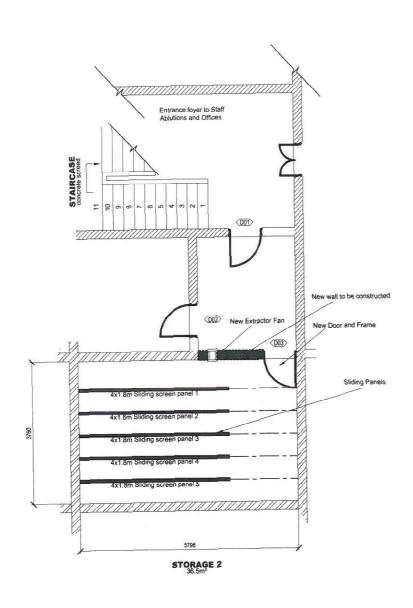
Number	Item Description	Unit	Quantity	Rate	Amount	
					R	С
	Section 2: Bill 3					
12.	Section 2: Bill 3					
	FRONT ENTRANCE TO ART GALLARY					
12.1	SINAGE					
	Remove existing Name Sign at top of Art Gallery Entrance and remove from site.					
	In position of old sign, provide new sign to size and configuration and housed in Aluminium Frame and secured in position all as indicated on drawing.					
	Sign dimensions:					
	Frame dimensions to be constructed to size suitable for sign size.	nr	1.0			
12.2	Acoustic Pannels to walls					
	Office No 5 (Director)					
	As indicated on drawing, supply and install to interior walls, accustic tiles as that of 'Thula Wall - Akupanel 240 Acoustic Pannels Classic Oak Beige Felt' or similar.					
	Installation of pannels will be as to the installation Guid Lines of supplier as attached to this specification.	m²	62.0			
12.3	PAINTING					
	PREPARATION FOR PAINTING:					
	CLEANING DOWN: Cleaning down shall mean washing down with approved cleanser, filling as necessary, rubbing down to an even surface and hosing down to remove all dust and loose particles.					
	WIRE BRUSHING: Wire brushing shall mean wire brushing to a clean and solid surface, filling as necessary, rubbing down to an even surface and hosing down to remove all dust and loose particles.					
	RUB DOWN: Rub down to bare surface shall mean complete removal of everything to the base of material.					
	EXTERNAL PAINTING					
12.3.1	PAINTED EXTERNAL WALL AND CEILING SURFACE WITH PAINT FILM IN GOOD CONDITION (PAINT WITH EMULSION PAINT):					
	Wash all greasy surfaces down with an approved detergent. Hose down with a garden hose all external surfaces to be painted to remove dust and dirt. Sand down and apply one primer coat and 2 coats White Textured Acrylic Paint.					
	Front Entrance external Hall Way to Art Gallery	m²	58.0			
13.	PLUMBING AND DRAINAGE	111	30.0			
	- TOWNERS AND DIVINITION					

CHEDULE Number	Item Description	Unit	Quantity	Rate	Amount	
					R	C
Brought Fo		Γ	Г		0	0
	Section 2: Bill 3					
13.1	REPLACE WATER TAPS: Remove existing bib and pillar taps. Provide and connect new self closing metering bib and pillar taps as per location					
	indicated below. All water taps shall bear the standardisation mark of SABS. Test for leaks.					
	rest for feaths.					
13.1.2	Self metering Pillar Tap as per COB-KM2-100FS or equally approved.					
	Washand Basins					
	Staff Ablutions					
	Male x 1					
	Female X 1					
	Disabled x 2					
	Open Stage Area					
	Male x 3					
	Female x 3					
	Scholar Education Area					
	Wash tubs x 3					
	Gallaery 'A'					
	Male x 3					
	Female x 3					
	Storage Area 2 x 1					
	Security Kitchen x 2					
		nr	21.0			
	ed Forward				0	

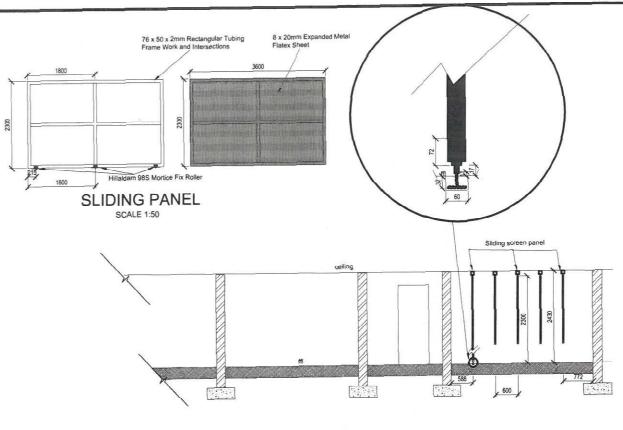
Number	Item Description	Unit	Quantity	Rate	Amount	
					R	
Brought For					0) (
	Section 2: Bill 3					
3.1.3	Self metering Wall Mounted Bib Tap as per Cobra - FBBAN!MT-0GT01 or equally approved.					
	Open Stage Area					
	Kitchen x 2					
		nr	2.0			

SUMMARY OF SECTIONS

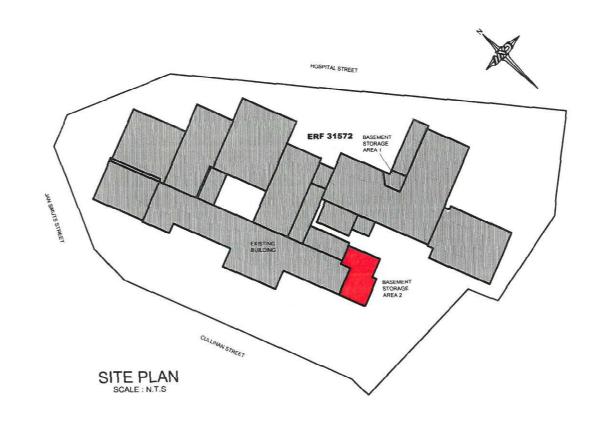
Section	Description	Amount (Rand)
2	Scope Of Work	
2	Section 3: Bill 1	
3	Section 3: Bill 2	
2	Section 3: Bill 3	
Total Carri	ed Forward To Summary Of Schedules	



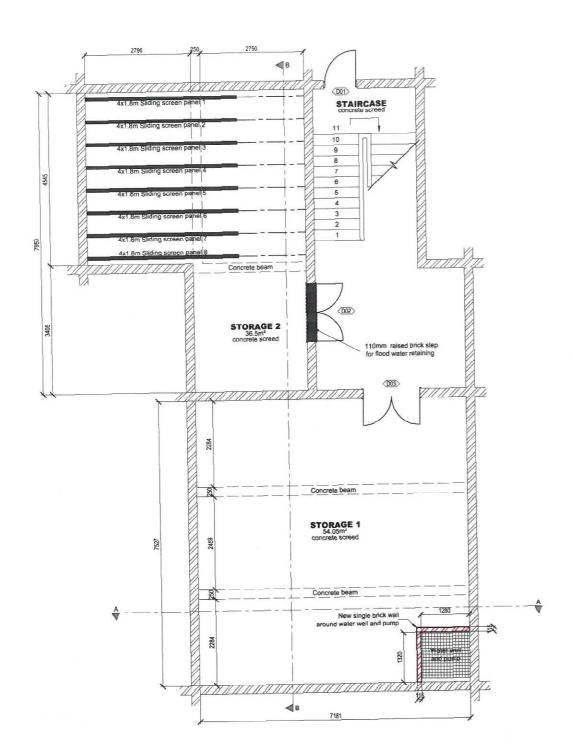
BASEMENT STORAGE NO 2 FLOOR PLAN SCALE 1:50



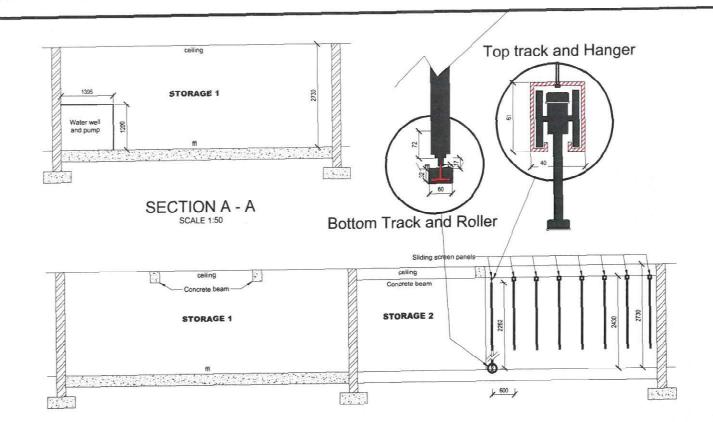
SECTION B - B



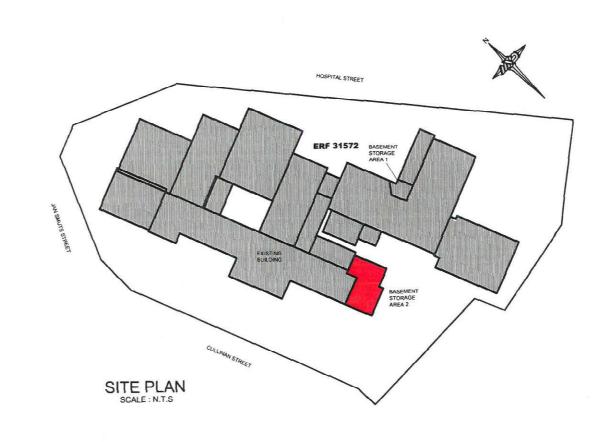
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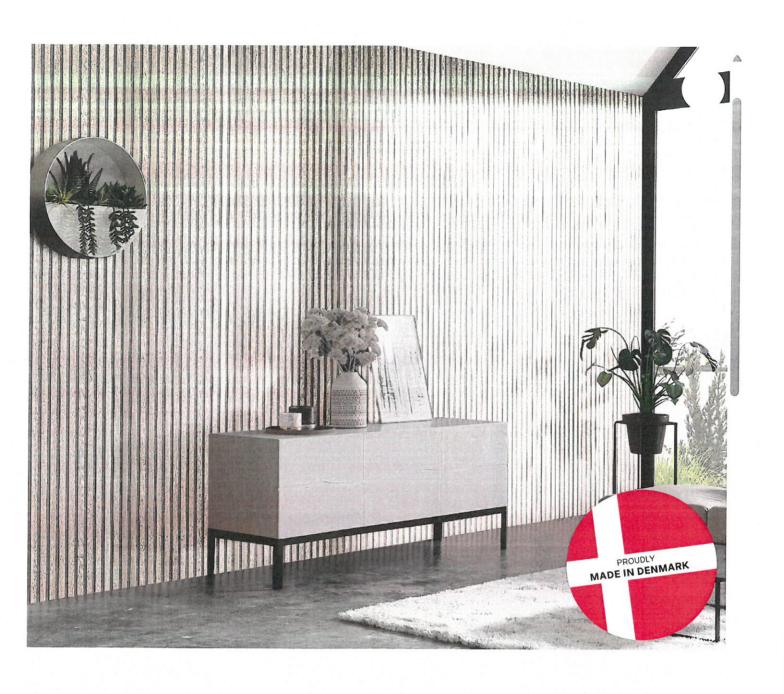
BASEMENT STORAGE AREA NO1 FLOOR PLAN SCALE 1:50

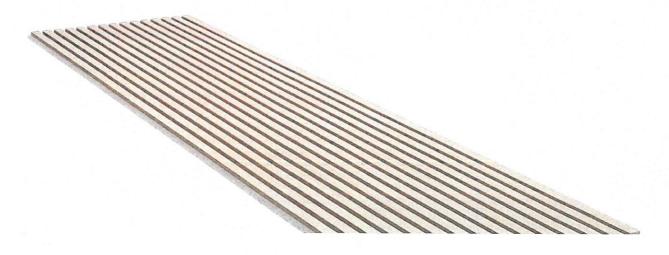


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Akupanel 240 Acoustic Pannels | Classic Oak Beige Felt

Standard Installation

You will need this

To install the panels, you need the following:

- A saw either a circular saw or a normal saw.
- A screwdriver.
- Screws to secure the panels to the wall.
- Black gypsum screws about 30 mm. for mounting the acoustic panels.
- Optional small screws about 15 mm. for securing the lamellae when cutting the panels.
- Ruler/tape measure.
- Pencil.

Video



step 1: Prepare the wall

Start by preparing the wall. Wipe the wall with a cloth and remove any screws, nails, and other obstructions so that the wall is completely even. Then you can measure and mark where the panels are to be mounted.

STEP 2: MEASURE THE WALL

Next mark where you want to place your panels on your surface. In this example, we want to install the panels in the middle of the wall.

step 3: CUTTING THE PANELS TO HEIGHT

Once you have measured your wall, you will know if your panels need to be cut to fit on your wall. If you need to adjust the panel to height, you can cut the panel using a circular saw or a jigsaw (a normal saw). Mark the cutting line on the panel with a pencil, so you can make a straight cut. Your browser does not support the video tag.

Remember to screw the slats in place after cutting

After cutting the panel, it's a good idea to screw the ends of the slats back in place (through the felt and into the slats) using about 15mm long screws. Otherwise, the slats may hang loosely.

Repeat through each slat.

step 4: mounting the panels

Fasten the acoustic panels to the wall by screwing the black gypsum screw (35 mm) through the black acoustic felt and into the wall (or if you have used rawplugs, screw into them).

We recommend 15 screws per panel.

The acoustic panels have a felt side and a slat side.

The sides of the acoustic panels fit together so that the joints themselves will be hidden behind the slat on the previous panel.

When mounting the panels, push the panels together (felt side against slat side) until there is a 13 mm gap between the slats in the joint. Do NOT push the panels together completely. To maintain the correct distance, you can take a slat from a color sample and place it between the two panels, as shown in the videoclip "Distance between panels" below.

Step 5: Distance between panels

For setting the right distance between akupanels, you can use a slat from a color sample. Make sure there is 13 millimeters between the panels as you attach them to the wall.

Step 6: Cutting the panels to width

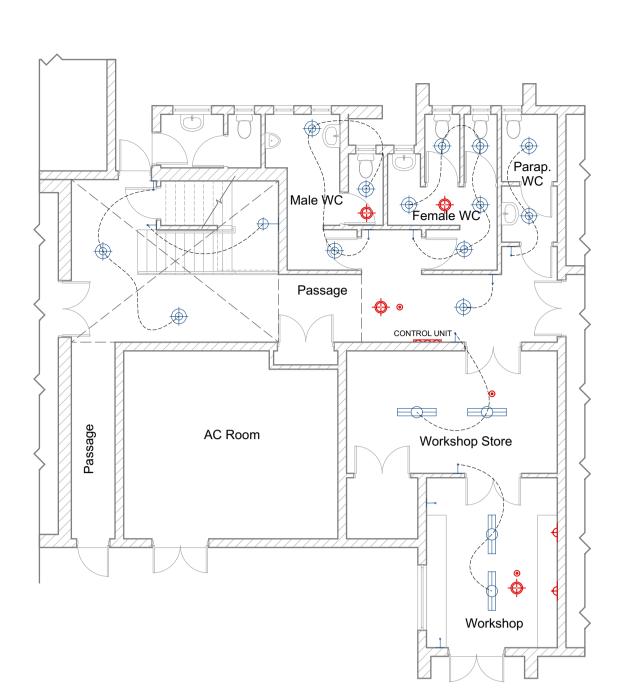
- When you reach the end of your wall, you may need to cut the panel to fit in width.
- You can adjust the panels in width by cutting the felt with a knife.
- Then screw the last part of the panel to the wall again using black gypsum screws through the felt.

Step 7: Add end-lamellas

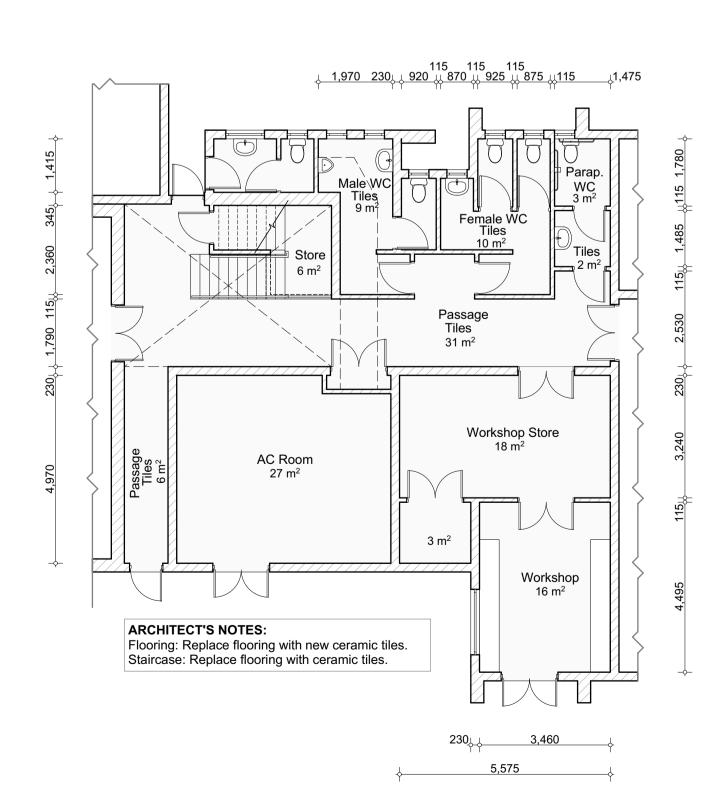
To get a neat finish to your wall, you can add end-lamellas. Each panel has a felt and a slat side. In case your wall ends with a slat side, you will need to cut off the final slat in order to make sure

that the panels gets two felt sides.

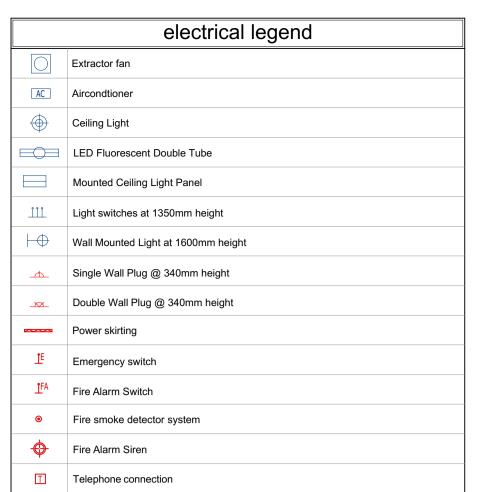
Now load your caulking gun with mounting glue and apply a thin layer to your end-lamella. Carefully place the end-lamella to your wall.





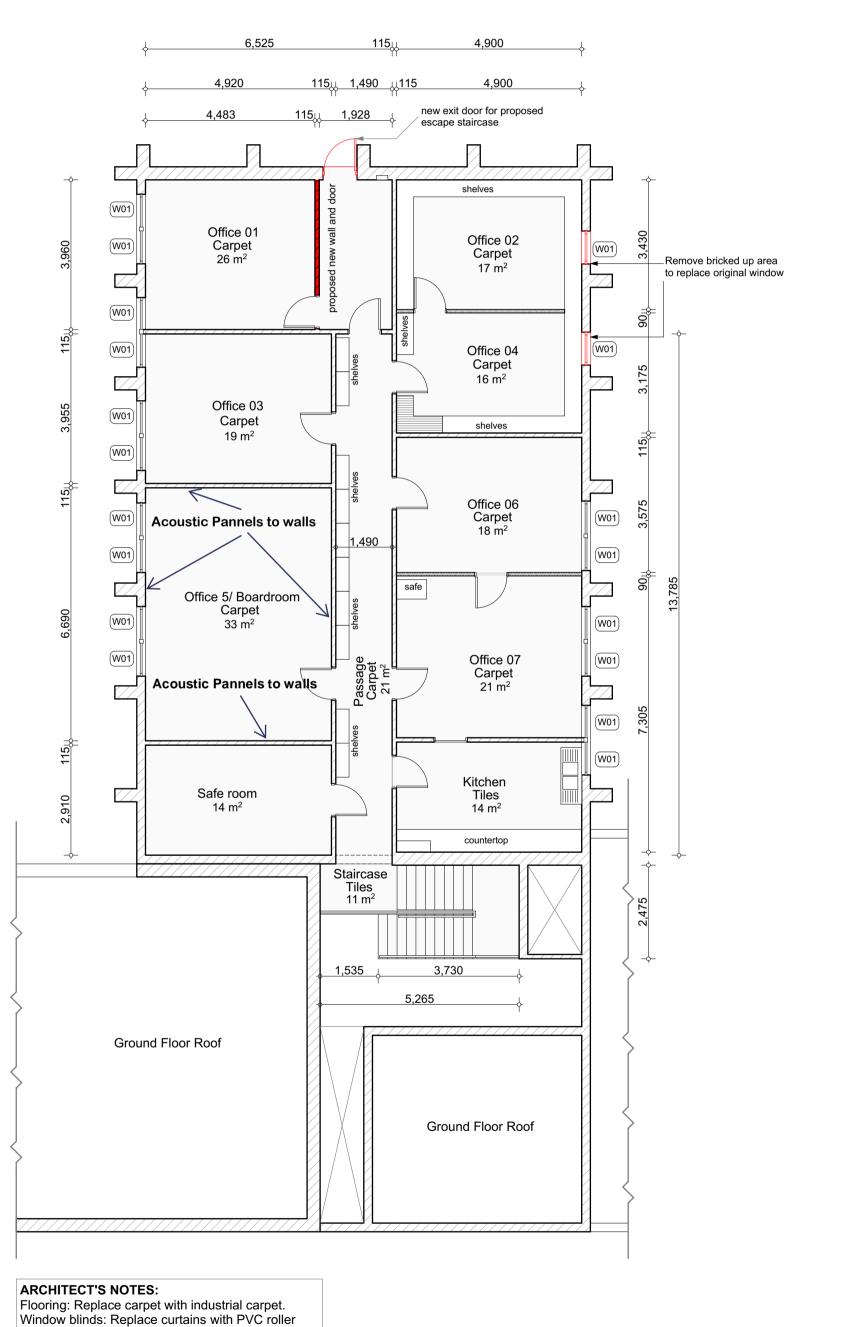


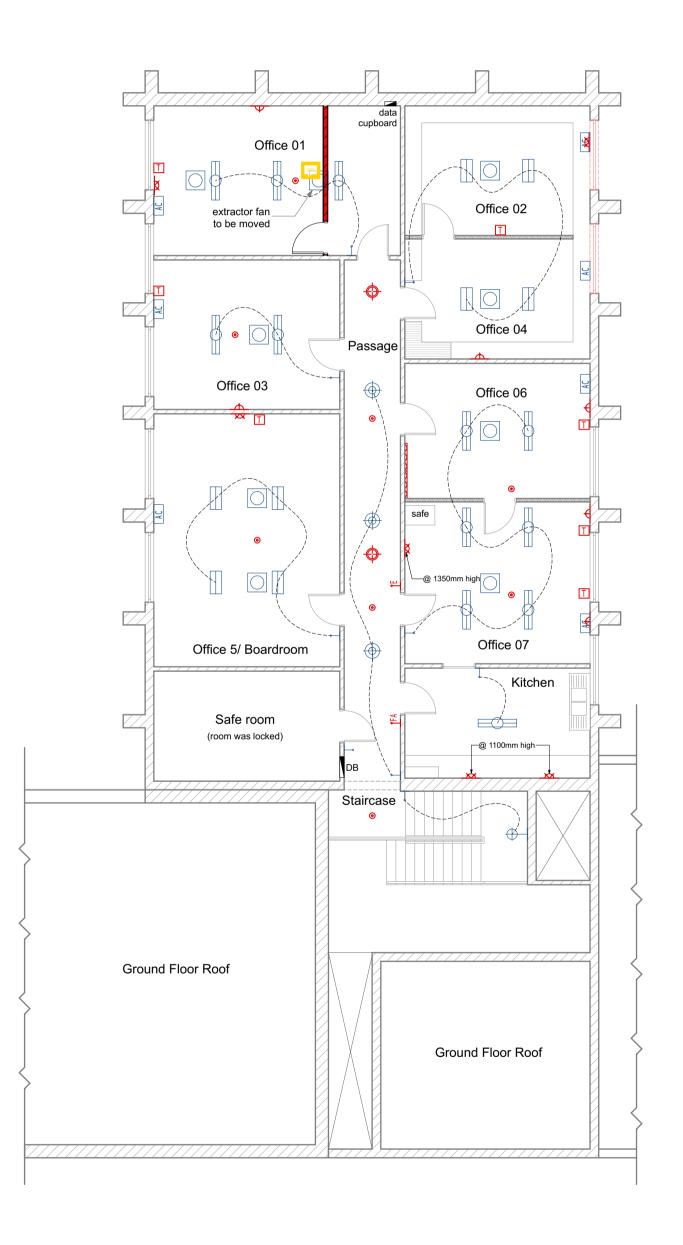
GROUND FLOOR PLAN



FLOORS:

- 1. Carpet: Belgotex Berber Point 920 Scalable installed in tessellated format only and in accordance with SANS 10186 fitting code of prcatice or equally approved.
- 2. Tiles: Osaka Light Grey Hardbody Floor 600x600mm (SKU T0029604) or equally approved. To be installed in accordance with SANS 10186 fitting code of practice.
- 3. Edge Strip: Staircase to receive Aluminium Straight Edge Natural 15mm or equally approved.
- 4. Capping Strip: Kirk Marketing 23mm x10mm Aluminium Capping Strip fixed in flexible polyurethane adhesive between tiles and carpet connection.
- 5. Skirting: Existing timber skirtings to be carefully removed and safely stored for re-use. To be sanded. Make sure it is free of dust and loose particles. To be finished with 1x coat Plascon Wood Primer, 1x coat Plascon Universal Undercoat and 2x coats Plascon Eggshell Enamel: White or equally approved.







FIRST FLOOR PLAN scale 1:100



/ general notes /

Copyright reserved.

The design on this drawing remains the property of the Architect.

All dimensions, heights and levels to be checked on site before work is put in hand. Any discrepancies to be

reported immediately to the Architect.

This drawing is not to be scaled.

All brickwork to be set out using a profile marked at 85mm c/c.

All dimensions as indicated on Plan to be set out on a level horizontal

Quality of craftsmanship and all materials to comply with the relevant SABS standards and SANS 10400.

All floor levels shown on this drawing are unfinished levels.

The Contractor must have a complete set of drawings on site.

/ revisions /

NO DATE DESCRIPTION

MAKESP/,CE

MAKESPACE ARCHITECTS (Pty) Ltd 2nd Floor DSC Centre Memorial Rd Kimberley 084 230 7093 - george@makespace.co.za

/ professional person /

GEORGE SCHOONRAAD

/ council / reg no / SACAP PrArch 24750959

/ drawn / / checked / T. TITUS G. SCHOONRAAD

/ drawing issued for /

X INFORMATION ONLY LOCAL AUTHORITY APPROVAL

/ client /

CONSTRUCTION

WILLIAM HUMPHREY ART GALLERY

/ project description /

EXISTING BUILDING ON ERF 31572 1 CULLINAN STREET, CIVIC CENTRE OCCUPANCY ZONING

/ date of issue /

SITE SENSITIVITY

2024 - 02 - 06

/ drawing description /

/ scale / / drawing name / 1:100 GROUND FLOOR PLAN 1:100 FIRST FLOOR PLAN 1:100 ELECTRICAL LAYOUT 1:100 ELECTRICAL LAYOUT

/ drawing no / 2408_asb_01 04 of 18 / sheet no / A1 / page size / 00 / revision no /



SUMMARY OF PRICES

Tender No WB 02/2025

WILLIAM HUMPHREYS ART GALLERY: ALTERATIONS TO EXISTING BUILDING - MULTIPLE CONSTRUCTION SERVICES
Schedule of Quantities

SECTION	SUMMARY OF SECTIONS DESCRIPTION P&G	AMOUNT R
	SECTION 1: CARPORTS	
	SECTION 2: EMERGENCY EXIT	
	SECTION 3: HANGING FRAMES	
	SUB TOTAL	
	VAT 15%	
Total carried	I forward To Form of Offer and Acceptance: Page No 4	



PART C3: SCOPE OF WORKS



Scope of Works – JBCC

BID: WB 02/2025



SCOPE OF WORKS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

PROJECT	WILLIAM HUMPHREYS ART GALLERY - MULTIPLE CONSTRUCTION SERVICES
---------	--

C3. Scope of Works

EXTENT OF THE WORKS

The work consists of **MULTIPLE CONSTRUCTION SERVICES** for WILLIAM HUMPHREYS ART GALLERY with a total **Contract Period of 6 Months** for completion of works contained within this specification.

The scope of works includes, but is not limited to:

3.1. SCOPE OF WORK

The Contract, as detailed in these Specification Documents and the accompanying Drawings, comprises of the manufacture, supply, transport and delivery, hoisting, installation, testing, setting in operation, leaving in complete working order, and guarantee of the under mentioned Projects and, except so far as the contract otherwise provides, the provision of all labour, materials, contractor's equipment and everything, whether of a temporary or permanent nature required in and for such manufacture, supply, offloading, hoisting, installation, testing, setting in operation, leaving in complete working order, guarantee so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

3.2. CONSTRUCTION OF SIX (6) CARPORTS AND PALISADE FENCING

- 3.2.1. Builder's Work shall be included in this contract and all such work, as later herein specified as being specifically included from this contract, shall be carried out by the contractor as applicable and as provided herein.
- 3.1.1. Work by Contractor:
- 3.1.1.1. Design and supply all labour, plant and material to construct Car Ports complete with roof covering, flashing, steel roof structure as indicated within specifications and drawings.
- 3.1.1.2. Excavate column foundations for Palisade Fencing, provide and install Palisade Columns and secure exiting Palisade Fencing to new columns as indicated in specifications and drawings.

3.3. CONSTRUCTION OF EMERGENCY EXIT FIRST FLOOR

- 3.3.1. Builder's Work shall be included in this contract and all such work, as later herein specified as being specifically included from this contract, shall be carried out by the contractor as applicable and as provided herein.
- 3.3.2. Work by Contractor:
- 3.4.2.1. Design and supply all labour, plant and material to construct Emergency Exit complete steel structure as indicated within specifications and drawings.
- 3.4.2.2. Install Handrail according to detail drawing or according to specialist specifications.
- 3.4.2.3. Install Vitagrid walkway and steps according to detail drawing or according to specialist specifications.
 - All as shown on drawings.

BID: WB 02/2025



3.4. **CONSTRUCTION OF SPECIALISED STORAGE**

- 3.4.1. Builder's Work shall be included in this contract and all such work, as later herein specified as being specifically included from this contract, shall be carried out by the contractor as applicable and as provided herein.
- 3.4.2. Work by Contractor:
- 3.4.2.1. The scope of the project from the feasibility assessment is as indicated below within relevant Work

3.4.2.1.1. Below Artist Flat

- Eight (8) steel frames covered with expanded metal flat sheets to measurements of 4 meters in length by 1,5 meters high will be constructed for storage of paintings.
- Each steel frame will be suspended from the concrete ceiling by means of securing Hillaldam Top Hung Sliding Track with Hanger wheels attached to top side of steel frames.
- Caster wheels to be secured to underside of steel frames running within guide channels secured to concrete floors.
- Construction of a wooden display cabinet with glass front for storage of ceramic sculptures.

The second identified storage area will be utilised as the furniture disposal store, the only remodelling to take place is for the raising of the walls around the natural spring sump to provide an extended storage capacity to prevent flooding in event the drain pumps fail.

3.4.2.1.2. Below First Floor Offices

- Eight (8) steel frames covered with expanded metal flat sheets to measurements of 4 meters in length by 1,5 meters high will be constructed for storage of paintings.
- Each steel frame will be suspended from the concrete ceiling by means of securing Hillaldam Top Hung Sliding Track with Hanger wheels attached to top side of steel frames.
- Caster wheels to be secured to underside of steel frames running within guide channels secured to concrete floors.

3.5. **PROGRAMME**

- 3.5.1. The tenderer shall execute these contract works strictly in accordance with the programme dates.
- The contractor shall be required within ONE WEEK after acceptance of his Tender, to submit to the Project 3.5.2. Manager for his approval a Programme showing the order in which the Works will be executed. Such programme shall show the times for the preparation of all drawings, ordering and delivery times promised by the suppliers for each major item of Plant, manufacturing and delivery times for all manufactured items, installation times and the programmed dates for commissioning the Works.

The contractor shall submit TWO copies of his Programme to the Project Manager for approval. After submission to and approval by the Project Manager of such Programme, the contractor shall adhere to the order of procedure and method stated therein unless he obtains the written permission of the Project Manager to vary such order or method. The submission to and approval by the Project Manager of such Programme shall not relieve the contractor of any of his duties or responsibilities under the contract.

The times required for the submission of Drawings are as follows: Shop Drawings within ONE WEEK from 3.5.3. Site Handover.



3.6 **ORDER OF THE WORKS**

As per contractor's preliminary programme and as agreed by the Project Manager and not to exceed the contract period. Order of Works shall be of such that execution of each Phase shall be overlapping with End and Start date of each Phase concurrent with each other so as not to exceed the Overall Project Completion Date. (Refer to Sample Programme as attached to this Specification)

3.7 ACCESS

The site is located at WILLIAM HUMPHREYS ART GALLERY, 1 Cullinan Crescent, Kimberley, Northern Cape.



Health and Safety Specification



STANDARD HEALTH AND SAFETY SPECIFICATION

Standard Bills

These specifications shall be used in conjunction with all other applicable Health and Safety specifications, Legislation as in Occupational Health and Safety Act no. 85 of 1993 as amended by Act no.181 of 1993, the Construction Regulations as promulgated in 2014 and incorporated into the OHS Act by Government Notice No. R1010 published in Government Gazette 25207, General Safety Regulations as promulgated on 18 July 2006 and incorporated into the OHS Act by Government Notice No. 1010 published in Government Gazette 25207 and all other relevant regulations incorporated into the OHS Act as well as ISO 9 000, all Environmental legislation such as:

- Environment Conservation Act No. 73 of 1989
- National Water Act No. 36 of 1998
- o Hazardous Substances Act No. 15 of 1973
- o Atmospheric Pollution Prevention Act No.45 of 165
- Physical Planning Act 88 of 1967

GENERAL

Client

The Client, William Humphreys Art Gallery, shall execute their duties as per Regulation 4 of the Construction Regulations of 2003 that states *inter alia*, the following:

- 1. A client shall be responsible for the following in order to ensure compliance with the provisions of the Act-
 - (a) Prepare health and safety specifications for the construction work, and provide any Contractor who is making a bid or appointed to perform work for the client with the same;
 - (b) Appoint each Contractor in writing for the project or part thereof on a construction site;
 - (c) Take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site. Provided that the steps taken, shall include periodic audits at intervals, mutually agreed upon between the client and the Contractor, but at least once every month;
 - (d) Stop any Contractor from executing construction work, which is not in accordance with, the Contractor's health and safety plan;
 - (e) Ensure that where changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
 - (f) Ensure that every Contractor is registered and in good standing with the Compensation fund or with a licensed compensation insurer prior to commencing on site.
 - (g) Ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during construction process.

Therefore, the following specifications from the Client to the Contractor:

- Each and every Contractor shall make the following appointments and provide the necessary training accordingly:
 - (a) Construction Works Supervisor
 - (b) Health and Safety Representatives
 - (c) Health and Safety Committee
 - (d) Machinery Supervisor
 - (e) Excavation Inspector
 - (f) And all the necessary appointments as per the OHS Act and the relevant Regulations

All appointments should be completed before work commencement, signed, dated and completed in full, be fully explained to the nominated individual and should be at all times displayed on Site Notice Board that will have to be at least 600mm by 800mm.



- The Site Notice Board should also *inter alia*, have the following information on it:
 - a. Site regulations concerning safe working procedures
 - b. Information on the nearest first-aid station
 - c. Ambulance
 - d. Doctor
 - e. CSO's number and
 - f. Other relevant persons
- Each and every Contractor shall give notification of Construction work to the Office of the Department of Labour **PRIOR** to commencement of work.
- Each Contractor shall provide the Client with a Pre-Site establishment checklist
- Each Contractor shall to monthly safety audits on the project and provide the Client with a copy thereof
- Each Contractor shall provide to the Client a Health and Safety Representative inspection checklist and ensure that Health and Safety representatives do inspections at least on a monthly basis
- Each Contractor shall provide and demonstrate to the Client a Health and Safety management policy
- As per the General Safety Regulations Regulation 4 as contemplated in the Basic Conditions of Employment Act, No. 3 of 1983, have the relevant amount of trained First-Aiders on site.
- In terms of Regulation 3 of the General Safety Regulations, provide a first-aid box or boxes on the premises of work
- In terms of Section 23 of the OHS Act, provide all workers at all times, with the necessary PPE.
- In terms of the Facilities Regulations provide the necessary facilities such as proper ablution, during space, lockers and any other item as per the Facilities Regulations that is necessary to carry out the work safely and without risk to the health of the workers.
- Keep an incident record book on site at all times.

SAFE WORKING LOADS

The Contractor shall ensure that where applicable:

- Safe working loads of hoists, load bearing beams and cranes are prominently displayed at all times.
- The safe working loads are not exceeded under any circumstances.
- All lifting gear is marked with a unique identity number and recorded in a register

ELECTRICAL EQUIPMENT AND PROCEDURES USED BY THE CONTRACTOR

All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor. And the inspections shall be logged. The frequency of inspections shall be determined by the Client. A record of the inspections shall be kept and shall be made available to the Client on request

The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

COMMISSIONING SAFETY PRECUATIONS

The Contractor shall ensure that wherever repairs, adjustments of any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/machinery disengaged until the work or repairs have been completed.

A Certificate of Completion by a qualified master electrician will be issued after electrical work is completed.

TOXIC MATERIALS

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.



A designated route as well as a dumping site will be identified for the transportation and disposal of waste material by the service provider.

INDEMNITY OF THE CLIENT AND HIS AGENTS

Annexure A to this Specification contains a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85/93, as amended, which agreement shall be entered into and duly signed by both the Client and the Contractor prior to commencement of work. A copy of the signed agreement shall be included in the Contractor's Health and Safety Plan.

Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice observation, proposal, request, test or similar act by either the Client or any of his Agents, including lack of disapproval, shall not relieve the Contractor from any responsibility he has under the Act and the relevant regulations (Construction Regulation), including responsibility for errors, omissions, discrepancies and non-compliance.

SPECIFIC REQUIRMENTS

Design

No significant hazards can be identified which have not been considered in the detailed design. However, hazard must be anticipated that are due to and arising from shoddy and careless workmanship and unconventional construction methods used by semi-qualified and unqualified craftsmen during skills transfer.

Work sequences are a logical progression of the construction of a building under consideration of the tender documentation, National Building Regulations, Regulations, the Standard Occupational Health and Safety Specifications, other specifications and manufacturers" instructions.

Security

The Contractor's material site must be properly secured.

Existing environment

The surrounding roads and properties will be pointed out to the Contractor at site handover.

If the flow of traffic is in no way going to be hampered by the contractor's work, the necessary traffic authorities must be immediately informed.

Existing services

All known services will be pointed out at site handover.

Contractors must recognize that all services on the site must be expected to be "live" and potentially critical to the safe functioning of the works. Precautions for any work on or near them should be identified, planned, approved and taken accordingly.

In the event that previously unidentified services are discovered, Contractors shall immediately refer detail of location, suspected condition and status to the Client and await instruction. On no account must any services be interfered with without specific instruction and authority.

Ground conditions

As per the geotechnical assessment.

Related restrictions affecting health and safety



Being in a residential area, normal daytime working hours are to be adhered to in order to minimize disturbance to surrounding residences.

No unauthorized blasting in a residential area will be done without authorization from the client.

Control of pollution

All rubble, refuse, etc. is to be disposed of in accordance with the municipal by-laws.

Needed to mention, the above-mentioned health and safety specifications should be used in accordance with the standard specifications as can be found in the existing tender document of the Client.

The Client can and will, if necessary and in the interest of health and safety, amends the above-mentioned specifications.

An identified and agreed dumping site will be used in case of hazardous material. A disposal certificate will be issued by the contractor after disposal.

• Principal Contractor and Contractor

In terms of Regulation 5 of the Construction Regulations, after receiving the health and safety specifications from the Client, the Principal Contractor shall provide and demonstrate to the Client a Health and Safety Plan. This Health and Safety Plan shall indicate that the (Contractor) shall perform, but is not limited to, the following duties:

GENERAL REQUIREMENTS

- Administration
- o Appointments
- o Safety committees
- o Registers, Checklists and permits
- o Incident management
- o Emergency planning
- o Contractors
- o Risk assessment
- o Audits
- o Hazardous substance control
- Training
- o Additional requirements
- o Planning

Annexure:

The following annexures should be attached to the Health and Safety Plan and the format should be agreed upon between the Client and the Contractor:

- o Pro forma for Construction Works Supervisor appointment
- o Pro forma for Health and Safety Representative Appointment and his IOSH membership
- o Pro forma for Machinery Supervisor appointment
- o Pro forma for Excavation Inspector appointment
- o Pro forma for Notification of Construction Work
- o Pro forma Pre-Site Inspection Checklist
- Monthly Safety Audit Checklist
- o Health and Safety Representative Inspection checklist
- o Health and Safety Management Policy



CONCLUSION

The objectives of this document is to outline all necessary procedures required to implement and maintain a comprehensive Occupational Health and Safety System for Construction Projects in line with specifications prescribed by the William Humphreys Art Gallery.

It is general business imperative of the William Humphreys Art Gallery to understand and embrace safe working procedures. Violations of simple safety procedures can lead to injury and even loss of life. Every accident, no matter how minor, can be translated into costs against the Project. These costs are both direct (damage to property, medical expenses, etc.) and indirect (investigation proceedings, disruption of work, delay in program, plant replacements, etc.).

In order for an easier understanding of legislative requirements in particular with regard to the Construction Regulations this proposed planning document has been compiled in a very simplistic manner. It will therefore not focus on each and every scenario that may arise and does not intend to convey all requirements of statutes other than the following:

- 1. Occupational Health and Safety Act No. 85/93 as amended by Act No. 181/93
- 2. Incorporated Regulations of the Act Construction Regulations of 2003
- 3. Relevant SABS codes of the Practice as per Section 40 of the OHS Act.
- 4. Compensation for Occupational Injury and Diseases Act no. 130 of 1993 as amended.



STANDARD ABBREVIATIONS

OCCUPATIONAL HEALTH AND SAFETY

ITEM	TERM	ABBREVIATION
1	Health and Safety	H&S
2	Occupational Health and Safety	OHS
3	Safety Health and environment Representative	SHE REP
4	Hazard Identification and Risk Assessment	HIRA
5	Personal Protective Equipment	PPE
6	General Administrative Regulations	GAR
7	Facilities Regulations	FR
8	General Safety Regulations	GSR
9	Environmental Regulations	ER
10	Electrical Installation Regulations	EIR
11	Asbestos Regulations	AR
12	Driven Machinery Regulations	DMR
13	General Machinery Regulations	GMR
14	Electrical Machinery Regulations	EMR
15	Diving Regulations	DR
16	Lead Regulations	LR
17	Vessels under Pressure Regulations	VPR
18	Regulations for Hazardous Chemicals Substances	HAZCHEM Reg.
19	Major Hazard Installation Regulations	MHIR
20	Construction Regulations	CR
21	Mines Health and Safety Act	MHSACT
22	Compensation for Occupational Injuries and Diseases Act	COIDA
23	South African Bureau of Standards	SABS
24	Construction Safety Officer	CSO
25	Medical Safety Data Sheet	MSDS
26	Tunnelling Regulations	TR
27	Traffic Calming Devices	TCD
28	Environmental Impact Assessment	EIA
29	Hazardous Chemical Substances	HCS
30	Dangerous Goods	DG
31	Dry Chemical Powders	DCP



HEALTH AND SAFETY SPECIFICATION

BREAKDOWN OF MINIMUM EXPECTED COST ITEMS

ITEM 1.6 OF PRELIMINARIES

Breakdown of Minimum Expected Cost relating to Health and Safety shall be priced accordingly as set out in **Preliminaries** and General, Bill of Quantities, item 1.6, Health and Safety. Contractors are to price all items indicated, summarised under Collections and total price for **Health and Safety** and carried over to Final Summary.



PART C4: SITE INFORMATION



Site Information – JBCC



Site Information – JBCC

SITE INFORMATION

JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:

WILLIAM HUMPHREYS ART GALLERY - MULTIPLE CONSTRUCTION SERVICES

C4 Site Information

1. LOCATION AND ACCESS

The site is located at the 1 Cullinan Cresent, Civic Centre, Kimberley, Sol Plaatje Municipality, Northern Cape.

Please contact the project leader for confirmation of the site. The project leader for this project is:

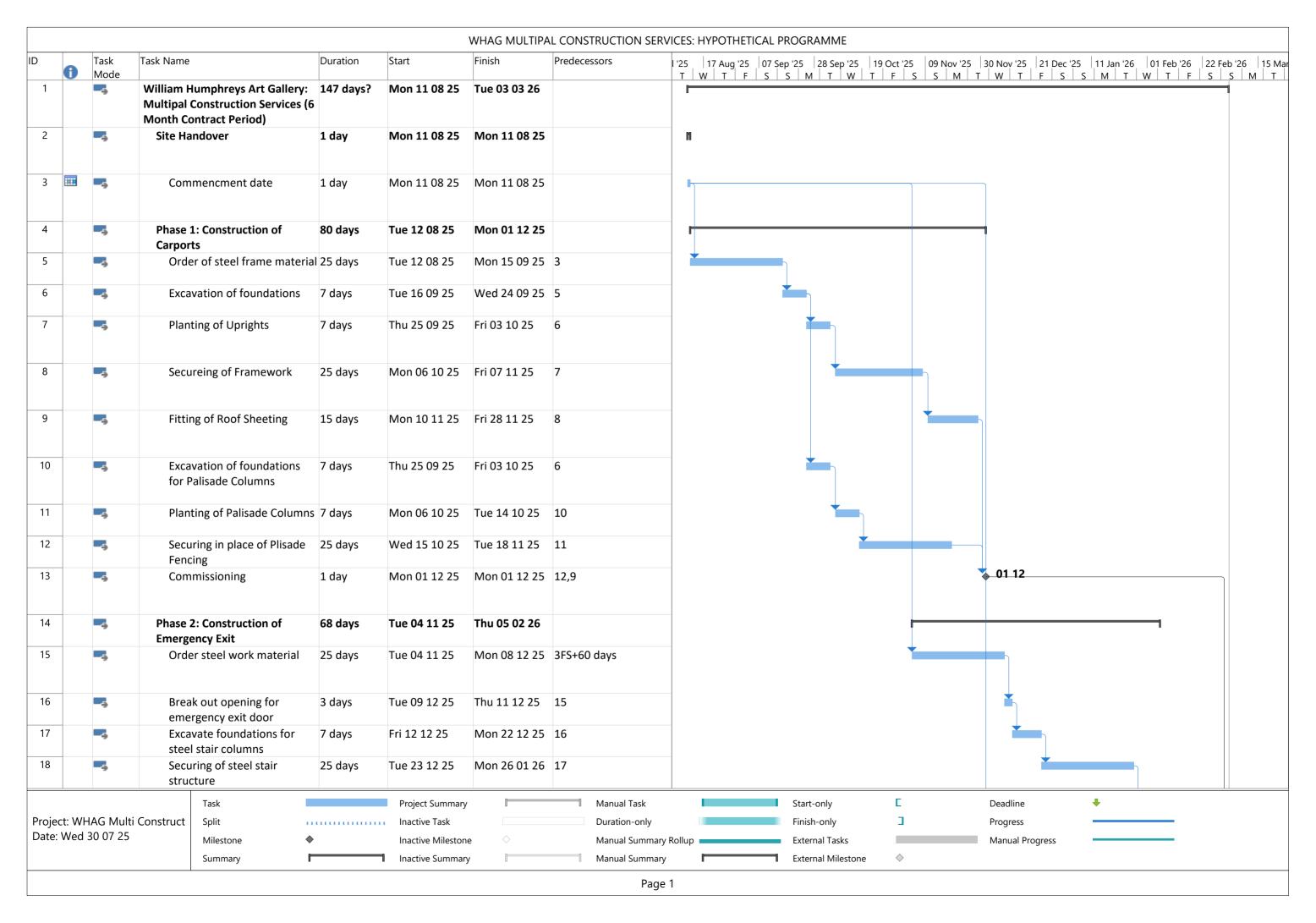
Mr. T. Semosa, contact the WHAG at 053 831 1724/5 for more information.



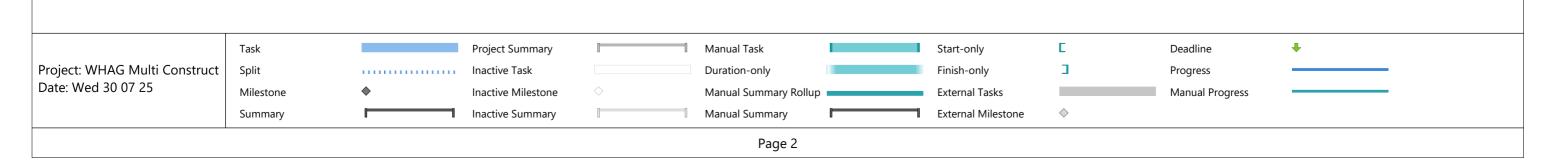
- 2. NATURE OF THE GROUND (DOLOMITE)
 N/A
- 3. DOLOMITE LOCALITY MAP N/A
- 4. General Geotechnical Report



SAMPLE CONSTRUCTION PROGRAMME WORKS ORDER



1	Task Mode	Task Name	Duration	Start	Finish	Predecessors	l '25 17 Aug	g '25	5 28 Sep '25 M T W	19 Oct '25	09 Nov '25 S M T	30 Nov '25	21 Dec '25	11 Jan '26 M T	01 Feb '26	22 Feb	o '26 15 M S M T
19	- 5	securing of steel stair steps	7 days	Tue 27 01 26	Wed 04 02 26	18											
20	-5	Commissioning	1 day	Thu 05 02 26	Thu 05 02 26	19									3 05 02	2	
21	-5	Phase 3: Construction of Hanging Frames for Art Storage	65 days	Tue 02 12 25	Mon 02 03 26											1	
22	-5	Order steel work material	25 days	Tue 02 12 25	Mon 05 01 26	3FS+80 days					,						
23	-5	Construction of Steel Frames	25 days	Tue 06 01 26	Mon 09 02 26	22							ì				
24	-5	Securing of Hanging and guide rails	7 days	Tue 10 02 26	Wed 18 02 26	23											
25		Installation of steel frames	7 days	Thu 19 02 26	Fri 27 02 26	24									İ		
26	-5	Commissioning	1 day	Mon 02 03 26	Mon 02 03 26	25											02 03
27	-5	Project Close Out	1 day?	Tue 03 03 26	Tue 03 03 26	13,20,26										in	
28	-5	Completion Certificate	1 day?	Tue 03 03 26	Tue 03 03 26	26										*	03 03



SUMMARY OF SECTIONS

Section	Description	Amount (Rand)
2	Section 2: Bill 3	0.00
Total Carrie	ed Forward To Summary Of Schedules	0.00