



TENDER DOCUMENT
FOR
CONSTRUCTION OF COMMUNITY HALL IN WARD 02
PSJLM-MIG-2026/27 – 05

BIDDER:
CSD NUMBER:
CIDB GRADING: **CIDB NUMBER:**
Total of the Rate prices inclusive of value added tax: R

***BID CLOSING AT THE OFFICES OF: PORT ST JOHNS LOCAL MUNICIPALITY TOWN HALL
RECEPTION AREA AT 11H00AM ON 16 OCTOBER 2026***

Documents are to be delivered by hand in the tender box as no faxed copies will be acceptable;
the box is situated at 'Reception' of Port St Johns Municipality, 257 Main Street, Port St Johns

LATE SUBMISSION WILL NOT BE ACCEPTED

PREPARED BY: PORT ST JOHNS MUNICIPALITY

Engineering Department
No 257 Main Steet
Port St Johns
5120
Tel: 047 564 1200
Fax:047 564 1206



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QUALITY VERIFICATION
THIS REPORT HAS BEEN PREPARED UNDER THE CONTROLS ESTABLISHED BY A QUALITY MANAGEMENT SYSTEM THAT MEETS THE REQUIREMENTS OF ISO9001: 2008 WHICH HAS BEEN INDEPENDENTLY CERTIFIED BY PwC CERTIFICATION UNDER CERTIFICATE NUMBER 839291/01.

Rev No	Date Issued	Description of Revision	Description of Issue
		Tender Document	Issued for Approval and Comment



Part T1: Tendering Procedure

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BID NO: PSJLM-MIG-2026/27 - 05 CONSTRUCTION OF COMMUNITY HALL IN WARD 02

T1.1 TENDER NOTICE AND INVITATION TO TENDER



Bid Number	Project Name	CIDB Grading	Compulsory Briefing Session & Site Inspection	Bid closing date
PSJLM-MIG-2026/27 – 05	Appointment of a Service Provider for Construction of Ward 02 Community Hall	4GB or Higher	Date: 23 – 09 - 2026 Venue: PSJ Town hall Time: 09:00am	16 – 10 - 2026

A Compulsory briefing session will be conducted as mentioned above, A roll call will be done at every site inspection to ensure bidders do attend BOTH the compulsory briefing session and site inspections.

Bidders who arrive 10 minutes after the start of the briefing session will be deemed late, non-responsive and will not be allowed into the briefing session, a representative can only sign for one company.

Tender Documents will be uploaded to eTenders website www.etenders.gov.za and can be downloaded for free.

Bids must be completed in black ink, enclosed in a sealed envelope clearly marked with the “Bid number, Project name and description”, and deposited in the Tender Box situated at Reception Area (Municipal Town Hall), **ERF 257 Main Street, Port St Johns not later than 11H00am on the dates mentioned above.**

It must be expressly understood that the Municipality accepts no responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).

EVALUATION OF BIDS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK REGULATIONS, 2022:

Bids will be evaluated in three stages, namely

- Stage 1: Mandatory Requirements
- Submit proof of registration with CSD.
- Submit a valid proof of registration with CIDB grading 4GB or higher
- Submit a valid Tax Compliance Pin issued by SARS.
- Submit a valid Letter of good standing from the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended)
- Submit joint Venture Agreement or Consortium Agreement signed and initialed on each page (if applicable)
- Submit a valid Current Municipal Rates clearance statement of the company and each individual director which are not in arrears for more than 90 days. **Or**
- If the Company is leasing property where the Company is operating from, a signed valid lease agreement must be submitted. If the directors of the company are leasing a property a signed valid lease agreement must be submitted. **Or**



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- If the directors reside where rates, taxes and service charges are not billed and the company operates where rates are not billed submit exemption from your respective Municipality's Revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not later than 90 days
- Submit Financial statements for all bidders with CIDB grading above 3GB, applicable to Joint Ventures as well Financial Statements must be signed by all related parties – director or accountant.

Stage 2: Functionality, Stage 3: Price and Specific Goals

Only bidders who meet all the requirements of stage 1 will proceed to be evaluated further in stage 2.

Tenders may only be submitted on tender documentation issued. No alterations may be made to the tender documentation. No late, faxed, e-mailed, telephonic or other electronically transmitted submissions will be accepted. Should a bidder commit any corrupt or fraudulent act during the bidding process, its tender shall be disqualified.

The Municipality reserves the right to extend the tender advert period at its own discretion, by notice published in the Daily Dispatch Newspaper; the e-Tender Publication Portal, and by notice sent to all parties who attend the briefing session, if any. Bids will remain valid for a period of 90 days after the closing date of the bid. **Enquiries can be directed as follows:**

Supply Chain Management: Z. Jim Email: zjim@psjmunipality.gov.za Cell No: 083 453 1584. Technical Enquiries: nbunge@psjmunipality.gov.za Cell No: 073 249 8785 Enquiries can be made from Monday to Friday between 08H00-13H00 and 13H30-16H30 and such enquiries will not be entertained five days before the tender closes.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Port St Johns Municipality. The lowest tender will not necessarily be accepted, and the Municipality reserves the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed. An 80/20-point system shall apply where 80 points is allocated for price and 20 points allocated for specific goals.

ISSUED BY:

**Mr. S. Wana
Acting Municipal Manager**



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MUNICIPAL BIDDING DOCUMENTS PART A

INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PORT ST JOHNS MUNICIPALITY					
BID NUMBER:	PSJLM-MIG-2026/27-05	CLOSING DATE:	16 October 2026	CLOSING TIME:	11.00AM
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF COMMUNITY HALL IN WARD 02				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

RECEPTION AREAS (MUNICIPAL TOWN HALL)
PORT ST JOHNS MUNICIPALITY
ERF 257, MAIN STREET
PORT ST JOHNS
5120

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
BUSINESS REGISTRATION DOCUMENTS	YesNo	STATEMENT OF RATES AND TAXES		Yes No	

[BUSINESS REGISTRATION DOCUMENTS AND STATEMENT OF RATES AND TAXES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	N. Bunge
CONTACT PERSON	Z. Jim	TELEPHONE NUMBER	073 249 8785
TELEPHONE NUMBER	083 453 1584	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	nbunge@psjmunipality.gov.za
EMAIL ADDRESS	zjim@psjmunipality.gov.za		



PART B

MBD1

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 ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies 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 Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.2	The Tender Documents consist of the following: F.1 General F.1.1 Actions The Employer is the PORT ST JOHNS MUNICIPALITY, represented by Engineering Services Department. F.1.2 Tender Documents Volume 1: The JBCC (Edition 6.2) 2024 as published by the Joint Building Contracts Committee. Volumes 1 may also be inspected, by appointment, at the offices of the Employer's Representative during normal office hours. The tender documents issued by the Employer comprise: Volume 4: The Tender Document (this document), in which is bound: (a) This Project Document, which contains the following: PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender



	T1.2 Tender Data PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Transfer of rights PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details C4.3 Drawings (b) Drawings (Attached under Page C 4.3) F.1.4 Communication <i>Add the following</i> Attention is drawn to the fact that verbal information, given by the Employer's Representative 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. (c) 'General Conditions of Contract for Construction Works – Third Edition 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General
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	Conditions of Contract 2015'- GCC 2015) and JBCC PBA Edition 6.2 2018. This document is obtainable separately and Tenderers shall obtain their own copy. (d) 'The SABS Standard Specifications for Building Works. This document is obtainable separately and Tenderers shall obtain their own copy. 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003' (Government Gazette No 25207 of 18 July 2003, Notice No R1010). This document is obtainable separately and Tenderers shall obtain their own copy.
Clause Number	Data / Wording
	In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour: (i) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004.
F.1.4	The Accounting Officer is: Name: Mr S. Wana Tel: (047) 564 1208 Fax : (047) 564 1206 E-mail: swana@psjmunipality.gov.za
F.2.1	A Tenderer will not be eligible to submit a tender if: (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) the Tenderer does not have the legal capacity to enter into the contract; (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e) The Tenderer cannot demonstrate that he possesses the necessary professional and



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	technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (i) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. (ii) The Tenderer cannot demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel. Only those tenderers who are registered with the CIDB, and prior to the closing of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a GB class of construction work, are eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the GB class of construction work; 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 a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations; and 3. for alpha-numeric's associated with the contractor Grading Designations see Annex G attached Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation of 4GB or Higher as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract:
Clause Number	Data / Wording
	In terms of the Port St Johns Municipality Supply Chain Management Policy Guideline, all suppliers of goods and services to Port St Johns Municipality are required to register on the Database. (1) Application forms may be obtained by phoning 047 564 1208
F.2.7	The arrangements and venue for the compulsory Clarification Meeting are: Not applicable



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	<i>Add the following:</i> Representatives of the Municipality will meet prospective Tenderers at the locality, date and time as stated in the Tender Notice and invitation to tender to conduct them on an inspection of the site. The representatives will not be available at any other time for such an inspection. The site inspection will form an integral part of the tender. A person who is suitably qualified and experienced to comprehend the implications of the work involved must represent the Tenderer at the site inspection. Attendance at the site inspection is compulsory. If the Tenderer or his representative fails to attend the site inspection, the municipality reserves the right to disqualify the tenderer. No comments or representations made by the Municipality at the compulsory clarification meeting shall be binding on the tender or the contract unless they are contained in the minutes of the site inspection. The onus will be on the Tenderer to have the applicable form bound in this document, which certifies the Tenderer's presence at the site inspection, completed and duly signed.
F.2.8	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.2.10	All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
F.2.12	F.2.12.1 If a tenderer wishes to submit an alternative tender offer he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer. Calculations and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements



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	and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule 18: Alterations/Amendments by Tenderer in T2.2 : Returnable Schedules.
F.2.13	F.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender Box: In the Foyer, PORT ST JOHNS MUNICIPALITY Physical Address: Port St Johns Municipality, Private Bag x 2 Port St Johns, 5120 Identification Details: CONSTRUCTION OF WARD 02 COMMUNITY HALL Contract No. PSJLM-MIG-2026/27 – 05 F.2.13.5 A two-envelope system will <u>not be followed</u>.
F.2.15	The closing time for submission of Tender Offers is: 11h00am on 16th October 2026
Clause Number	Data / Wording
	Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.
F.2.16	The tender offer validity period is 90 days from the closing time for submission of tenders.
F.2.17	Clarification of tender offer after submission <i>Add the following to F.2.17:</i> A tender may be rejected as non-responsive if the tenderer fails to provide any



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	clarification requested by the employer, or with the CIDB, within the time for submission stated in the employer's written request for such clarification or confirmation. Such required clarification or confirmation response will be expected within four working days from the date of receipt. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.
F.2.18	The tenderer must submit to the Employer 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 requirement.
F.2.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
F.2.22	This is not applicable.
F.2.23	The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
F.3.1	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.3.2	Change 'seven days' to 'five working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
F.3.3	Return late tender offers Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
F.3.4	The time and location for opening of the tender offers are: Time: 11H00 AM Date: 16th October 2026 Location / Venue: Port St Johns Municipality, P.O Box 2, Port St Johns 5120



F.3.5	A two-envelope system will <u>not be followed</u> .
F.3.6	Non-disclosure Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
Clause Number	Data / Wording
F.3.8	Test for responsiveness F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer is properly received: (a) complies with the requirements of these Conditions of Tender, (b) has been properly and fully completed and signed, and (c) is responsive to the other requirements of the tender documents. F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: i. a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, ii. b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or iii. c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation. F.3.9 Arithmetical errors F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. b) If bill of quantities (or schedule of quantities or schedule of rates) apply and



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	there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices. F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1. Within 7 calendar days from the date of acceptance. F.3.10 Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.		
Clause Number	Data / Wording		
F.3.11	Evaluation of tender offers General Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below: <table><tr><td>Method 1 Financial offer</td><td> 1) Rank tender offers from the most favorable to the least favorable Method 1: comparative offer. Financial offer 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so. </td></tr></table>	Method 1 Financial offer	1) Rank tender offers from the most favorable to the least favorable Method 1: comparative offer. Financial offer 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 1 Financial offer	1) Rank tender offers from the most favorable to the least favorable Method 1: comparative offer. Financial offer 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.		



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	Method 2: Financial offer and preferences	1) Score functionality, rejecting all tender offers that fail to score the minimum number of points or for functionality stated in the Tender data. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
	Method 3: Financial offer and equality	1) Score functionality or percentage, rejecting all tender offers that fail to score the minimum number of points or for functionality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
	Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
	Score financial offers, preferences and quality, as relevant, to two decimal places.	
F.3.11.2	Scoring Financial Offers Score the financial offers of remaining responsive tender offers using the formula: 2 Option 1. NFO = $W1 \times A$ where: NFO = the number of tender evaluation points awarded for the financial offer. W1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data. A = a number calculated using either formulas 1 or 2 below as stated in the	



	Tender data. <table><tr><th>Formul a</th><th>Basis for comparison</th><th>Option 1</th><th>Option 2</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$(1 + \frac{(P - P_m)}{P_m})$</td><td>P/P_m</td></tr><tr><td>2</td><td>Lowest price or percentage commission/fee</td><td>$(1 - \frac{(P - P_m)}{P_m})$</td><td>P_m/P</td></tr></table> Where: P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.	Formul a	Basis for comparison	Option 1	Option 2	1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P _m	2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P _m /P
Formul a	Basis for comparison	Option 1	Option 2										
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P _m										
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P _m /P										
F.3.11.3	Scoring quality (functionality) Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.												
F.3.12	Insurance provided by the employer If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.												
F.3.13	F.3.13.1 The legal requirements for acceptance of the tender offer are: (g) Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. (h) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given written notice to the effect that he has failed to perform on any previous contract. (i) Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. (j) Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract;												



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	(iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
F.3.13.2	Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.
F.3.14	Notice to unsuccessful tenderers After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted within 14 calendar days from the date of appointment.
F.3.15.	Prepare contract documents If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: - Addenda issued during the tender period, - Inclusion of some of the returnable documents, - Other revisions agreed between the employer and the successful tenderer, and - The schedule of deviations attached to the form of offer and acceptance, if any.
F.3.16	Issue final contract Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.
F.3.17	Complete adjudicator's contract Unless alternative arrangements have been agreed or otherwise provided for in the contract,



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	arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
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F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one (1). Provide copies of the contracts. Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
---------------	---

Evaluation Criteria

The bids will also be evaluated in functionality as follows:

Functionality Assessment

Functionality (Max = 90 points) Bidders must score a minimum of 65 points to be evaluated further for Price

TENDER CRITERIA	Points Allocated	Max points available
<u>Plant and Equipment</u> Attach certified copy of proof of Enatis Ownership and Valid Licensing Registration Dics OR Letter of Intent to hire with proof of E-natis Ownership Valid Licensing Registration Dics from the Owner of Plant (Proof of Enatis Ownership of Plant must be under the Name of the Director of the Company or Name of the Company) (Certified copies must have original stamp which is not older than 3 months from the date of certification. To attain points the letter of intent to hire must be on the letterhead of the company must be stamped and signed by both representatives of the company) Attach Invoice stating the name of the Company or Director of the Company as the Purchaser for the plant that is not E-Natis compliant.		(30 Max)
TLB	10	
Drop-side Truck / Tipper Truck	10	
Compactor / Roller	10	
<u>Technical Expertise</u> Project Manager / Construction Manger		(30 Max)



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TENDER CRITERIA	Points Allocated	Max points available
- A BSc or BTech Degree in the Built Environment with 5 years' or more post graduate experience working on General Building. - A BSc or BTech Degree in the Built Environment with 3 to 4 years' post graduate experience working on General Building. - A BSc or BTech Degree in the Built Environment with 1 to 2 years post graduate experience working on General Building.	10 7 4	10
Site Agent - A National Diploma or N6 in the Built Environment with 5 years' or more post graduate experience working on General Building. - A National Diploma or N6 in the Built Environment with 3 to 4 years' post graduate experience working on General Building. - A National Diploma or N6 in the Built Environment with 1 to 2 years post graduate experience working on General Building.	10 5 3	10
Site Foreman - A N4 and Trade Certificate / Artisan in the Built Environment with 5 years' or more post graduate experience working on General Building. - A N4 and Trade Certificate / Artisan in the Built Environment with 3 to 4 years' or more post graduate experience working on General Building. - A N4 and Trade Certificate / Artisan in the Built Environment with 1 to 2 years post graduate experience working on General Building. NB Non submission of information or inadequate information to determine the scoring level or has experience less than the required minimum years will result in Zero points allocation. (Certified copies of qualifications must have an original stamp not older than 3 months from the date of certification) NB – Bidder must have all the required documentation to score the points NB –Team must be currently employed by the Bidder and cannot be seen as working for two companies bidding for the same project. Companies involved will all lose points and be disqualified.	10 05 03	10



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TENDER CRITERIA	Points Allocated	Max points available
<u>EXPERIENCE ON SIMILAR PROJECTS</u> • Experience in the construction of at least three (4) or more General Building with a project value of R3m or greater per project. • Experience in the construction of at least two (3) General Building with a project value of R3m or greater per project. • Experience in the construction of at least one (2) General Building with a project value of R3m or greater per project. NB Non submission of information or inadequate information to determine the scoring level or has experience less than the required minimum years will result in Zero points allocation. Note: The certificate of completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and contract amount and the Duration of the Contract. The Letter of Completion must be signed and dated by an official from the client, Or completion letters with no amount must be coupled with appointment letter stating amount of appointment same description, same bid number signed by all parties. NB – Kindly note that completion letters may be verified from the clients.	20 Points 15 Points 10 Points	(20 Max) 05 per project
4. METHODOLOGY • Presentative project specific methodology with the following: • Works programme • OHS Plan • Risk analysis • MSME Strategy (micro, small, medium enterprises) • Cash flow projection	02 Points 02 Points 02 Points 02 Points 02 Points	(10 Max)
Total points scored		90 Max



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Bidders must take note of the following bid conditions: (Mandatory Requirements)

- Attach Valid Tax Compliant Pin issued by SARS.
- Contractors must be register on CIDB with 4GB or higher (Attach CIDB Grading Certificate)
- In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents and must be signed by all related parties.
- Failure to completely fill in the tender or MBD e.g. Form of Offer, declaration of interest will result in a tender deemed non-responsive.
- Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
- Attach company resolution letter for JV, it must be signed by both partners
- Attach valid letter of Good standing from Department of Labour.
- Failure to attach the requirements as per the Specification will invalidate your offer
- Valid Current Municipal Rates clearance statement of the company and each individual director which are not in arrears for more than 90 days. Or
- If the Company is leasing property where the Company is operating from, a signed valid lease agreement must be submitted. If the directors of the company are leasing a property a signed valid lease agreement must be submitted. Or
- If the directors reside where rates, taxes and service charges are not billed and the company operates where rates are not billed submit exemption from your respective Municipality's Revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not later than 90 days
- Financial statements for all bids with CIDB grading above 3GB, applicable to Joint Ventures as well. Financial Statements must be signed by all related parties – director or accountant.
- All alterations in prices/quotes must be signed and failure to sign will result in tender deemed non-responsive.



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Bidders must further note that:

- Bidders not registered on Central Supplier Database will not be considered.
- Bidders must be registered on CIDB and provide CRS Number.
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes and levies and those that are in the service of the state.
- Misrepresentation of address of the business with the aim of earning points may lead to disqualification
- Non-disclosure by service providers who are in the employ of the state may lead to disqualification
- Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful unless communicated otherwise.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS AS PER THE SUPPLY CHAIN MANAGEMENT POLICY

- Price 80 Points
- Specific Goal 20 Points

NB: **Calculation of Points for Price** (P_s)

The points scored for Price will be calculated using the following formula:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where P_s = points scored for price by tender under consideration

P_{min} = price of lowest acceptable tender

P_t = price of tender under consideration

Fractions will be rounded off to two places after the decimal comma.

Points awarded for specific goals

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 the table below as may be supported by proof/ documentation stated in the conditions of this tender. Specific goals for the tender and points claimed are indicated per the table below:



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The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Black Owned Companies	10	
The promotion of Companies within Eastern Cape	10	

Tenderers must submit copies of all supporting documents necessary to prove conformance with Specific Goal criteria listed above in order to be eligible for Specific Goal points.



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PORT ST JOHN'S LOCAL MUNICIPALITY

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Part T2: Returnable Documents

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T2.1 LIST OF RETURNABLE DOCUMENTS

This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are shall be based on the fact that whenever there will be work that needs to be undertaken, schedule of quantities will be prepared and the bidders appointed in the panel will be asked to price. Subsequent to that a form of offer and a form of acceptance shall be completed and accepted by the employer and contained in this document and are to be properly completed as required:

- a) Returnable Schedules in T2.2.
- b) C1.1 Form of Offer and Acceptance,
- c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.
- d) Pricing Data in C2.2: Schedule of Quantities.

	Pages
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RETURNABLE DOCUMENTS

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

A. CERTIFICATE OF ATTENDANCE (not Compulsory to be signed as this will be checked on-site inspection attendance register)

This is to certify that (*Tenderer*)

of (*address*)

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers.

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:

Name:..... Signature:

Capacity:..... Date..... and Time:

PORT ST JOHNS MUNICIPALITY Stamp



B. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer and are attached hereto.

ADDENDUM No.	DATE

Please attach all Addenda to this page

SIGNATURE: DATE:

(Of person authorized to sign on behalf of the Tenderer)

C. 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.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners



Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of 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 serving or has served within the last 12 months as any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the National Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the Council of Province | |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently serving or has served within the last 12 months as any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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 any provincial legislature | |
| ☐ 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 | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

Name of spouse,	Name of institution,	Status of service (tick appropriate
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child or parent	public office, board or organ of state and position held	column)	
		current	Within last 12 months

Insert separate page if necessary

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

- I. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- II. confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- III. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- IV. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- V. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date.....

Name Position

Enterprise name



D. CERTIFICATE OF AUTHORITY

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1 I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____. OR

1.2 I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



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3. PARTNERSHIP

We, the undersigned partners in business trading as _____
_____ hereby authorize Mr/Ms _____ to
sign this bid as well as any contract resulting from the bid and any other documents and correspondence in
connection with this bid and /or contract for and on behalf of the above-mentioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____
_____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____

To sign this offer as well as any contract resulting from this tender and any other documents and
correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
-------------------------------------	--	-------	--



PRINT NAME:	
WITNESS 1:	WITNESS 2:

E. PLANT AND EQUIPMENT

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture. The following are lists of major items of relevant equipment that I / we presently own or lease and will be available for this contract if my / our tender is accepted.

a) Details of major Plant and Equipment that is owned by me / us and is immediately available for this contract:

DESCRIPTION (<i>type, size, capacity, etc.</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

b) Details of major Plant and Equipment that will be hired or acquired for this contract if my/ our tender is accepted:

DESCRIPTION (<i>type, size, capacity, etc.</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE:

DATE:

(of person authorized to sign on behalf of the Tenderer)



F. EXPERIENCE OF TENDERER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required

SIGNATURE:

DATE:



I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments. Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors are not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

Attach additional pages if more space is required

SIGNATURE: DATE:



H. KEY PERSONNEL

1. KEY PERSONNEL - MANAGEMENT

The Tenderer must insert in the spaces provided below a list of the key personnel in the Joint Venture to be employed in the construction of the Works together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the next page.

(The compiler to indicate the designations that will be required for the project)

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED

Attach additional pages if more space is required

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)



2. KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the “Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”:

Tenderers' attention is drawn to the required minimum supervisor to worker ratio for this project stated in the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page.

DESIGNATION	NAME	NAME OF TRAINING INSTITUTION	QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS	YEAR QUALIFICATION OBTAINED

Attach additional pages if more space is required

SIGNATURE:

DATE:

(of person authorized to sign on behalf of the Tenderer)



3. CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Curriculum Vitae of key management personnel to be attached to this page.

I. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

Attach additional pages if more space is required

SIGNATURE:
(of person authorized to sign on behalf of the Tenderer)

DATE:



J. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter..... ***Yes / No**
4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHSA 1993 Construction Regulations 2003, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:



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- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) List the positions to be filled by persons to be trained or hired:

.....
.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

- (d)

- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Tenderer)



K. TAX CLEARANCE CERTIFICATE

An **original** valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS. Failure to submit any of the above shall invalidate the tender/bid.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Tenderer)



L. SCHEDULE OF ESTIMATED LOCAL LABOUR TO BE EMPLOYED ON THIS CONTRACT

The Tenderer must state below an estimate of the local labour he intends to use on this contract. This information must be submitted and failure to do so may prejudice the tender.

Type of labour (Construction item, e.g. Unskilled – digging of trenches)	Man-days (a)	Rate per Day (b)	Total (a x b)

M. CONFIRMATION OF CONTRACTOR REGISTRATION

CIDB Contractor Registration

I/We confirm my/our registration with the Construction Industry Development Board (CIDB) details of which are as follows:

COMPANY NAME	CIDB REGISTRATION NO.	CONTRACTOR GRADING DESIGNATION

Where a tenderer satisfies requirements through the formation of a joint venture, details of each party to the joint venture shall be submitted. The information provided above shall be verified by the Employer. Bargaining Council Certificate of Compliance Where applicable, a certificate of Compliance issued by the relevant Bargaining Council shall be attached to this schedule

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Tendere



N.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.....
.....

¹ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



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3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars
.....



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4. Full details of directors / trustees / members / shareholders.

Full name	Identity number	State employee number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



O.

MBD 6.1

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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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 To be completed by the organ of state:

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;



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- (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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or		$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT POINTS AWARDED FOR PRICE

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

	80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or		$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest 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—



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- (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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Black Owned Companies	10	
The promotion of Companies within Eastern Cape	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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
 - ☐ (Pty) Limited
 - ☐ 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:

- i) 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



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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 conduct;
 - (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
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



P

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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 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.	Yes	No
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 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.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		



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4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



Q

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD 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 (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

PSJLM-MIG-2026/27-05

in response to the invitation for the bid made by:

Port St Johns Municipality

do hereby make the following statements that I certify to be true and complete 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 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 bi



MBD 9

6. The bidder has arrived at the accompanying quotation independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed 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 this invitation; or
 - (f) submitting a bid 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 bid.

³ 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.



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MBD 9

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 Bidders



ALTERATIONS/AMENDMENTS BY TENDERER

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications. If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

Number of sheets, appended by the tenderer to this Schedule.(If nil, enter NIL).

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Tenderer)



PORT ST JOHN'S LOCAL MUNICIPALITY
PSJLM-MIG-2026/27 – 05
CONSTRUCTION OF COMMUNITY HALL IN WARD 02

Part C1: Agreements and Contract Data

Contents	Pages
C1.1 Form of Offer and Acceptance (Agreement)	53-56
C1.2 Contract Data	57-60
C1.3 Form of Guarantee	61-62
C1.4 List of approved financial institutions	63
C1.5 Occupational Health and Safety Agreement	64-65
C1.6 Contract of Temporary Employment as Community Liaison Officer	66

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE (Not Applicable)



A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **CONTRACT No. PSJLM-MIG-2026/27 – 05**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the prices inclusive of Value Added Tax is:

Amount in Words.....
.....
.....

R..... (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: *(of person authorized to sign the tender)*:

Name: *(of signatory in capitals)*:

Capacity: *(of Signatory)*:

Name of Tenderer: *(organization)*:

Address:
.....

Telephone number: Fax number:

Witness:

Signature:

Name: *(in capitals)*:

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]



BID NO: PSJLM-MIG-2026/27 - 05 CONSTRUCTION OF COMMUNITY HALL IN WARD 02

B. ACCEPTANCE (Not Applicable)

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement. The terms of the contract are contained in

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, 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 listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2010 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organization)

Address:

Witness:

Signature: **Name:**

Date:



C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.



FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organization)*

.....

Witness:

Signature: **Name:**

Date:



C1.2 CONTRACT DATA

C1.2.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works - New Edition 2010”, issued by the South African Institution of Civil Engineering (abbreviated title: “General Conditions of Contract 2010”).

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under “Special Conditions of Contract”.

C1.2.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2010, and an appropriate heading.

C1.2.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2010

SCC 1.1.4. reads “The Commencement date shall be the date of the Site Handover Meeting”.

SCC 4.1.1 Extent of Contractor’s obligations

Add the following new paragraphs to the end of Clause 4.1.1:

“If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Program (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

Please note that it is the responsibility of the bidder to go on site and determine the site conditions



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C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.14 Clause 1.2.2 Clause 1.1.15 Clause 1.2.2	Name of Employer: PORT ST JOHNS MUNICIPALITY Address of Employer: <u>Physical:</u> Port St Johns Municipality Private Bag X2 Port St Johns 5160 <u>Postal:</u> E-Mail: nbunge@psjmunipalityity.gov.za Telephone No: (047) 564 1208 Fax No: 047 564 1208
Clause 1.1.15 Clause 1.2.2	Name of Engineer: PORT ST JOHNS MUNICIPALITY Address of Engineer: <u>Physical:</u> Port St Johns Municipality Private Bag X2 Port St Johns 5160 <u>E-Mail:</u> nbunge@psjmunipalityity.gov.za Telephone No: (047) 564 1208 Fax No: 047 564 1206
Clause 1.6 & 38.1:	Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
Clause 1.6:	The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 15 January of the next year.
Clauses 4.1.1 and SCC 4.1.1	CONTRACTOR'S GENERAL OBLIGATIONS The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Program (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.



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Clause 7.1:	The time to deliver the Guarantee is within 14 days of the Commencement Date.
REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 10.1:	The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate. The Contractor shall commence executing the Works within 14 days of the Commencement Date.
Clause 12.2:	The Contractor shall deliver his programme of work within 7 days of the Commencement Date.
Clause 35.1	Insurance to be affected by the Contractor.
Clause 35.1.1.2.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>Nil</u> .
Clause 35.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 35.1.3:	The limit of indemnity for liability insurance is <u>R2 000 000,00 (two million rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
Clause 37.2.2.3:	The percentage allowance to cover overhead charges is 10%. The
Clause 42.1:	Works shall be completed as set out in the Scope of Works: • In 8 Months including special non-working days
Clause 43.1:	The penalty for failing to complete the whole of the Works is R1 500.00 (one thousand five hundred rands only) of the total Contract Price per day.
Clause 46.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule: Note: There will be no Contract Price Adjustment under this contract: The contract will be fixed no escalation will be added. Bidders should allow their escalation within their tendering rates.
Clause 46.3:	Price adjustments for variations in the cost of special materials are allowed.
Clause 49.1.5:	The percentage limit on materials not yet built into the Permanent Works is 80%.
Clause 49.3:	The percentage retention on the amounts due to the Contractor is 10% to which 5% will be paid during practical completion
Clause 53.1:	The Defects Liability Period is 6 months from the date of the Certificate of Completion.
Clause 58.2:	Dispute Resolution shall be by Mediation.



C1.2.2 CONTRACT DATA

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR										
Clause 1.1.8:	Name of the Contractor:										
Clause 1.2.2:	Address of the Contractor: <table><tr><td><u>Physical:</u></td><td><u>Postal:</u></td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr></table>	<u>Physical:</u>	<u>Postal:</u>								
<u>Physical:</u>	<u>Postal:</u>										
.....											
.....											
.....											
.....											

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Tenderer)



C1.3 FORM OF GUARANTEE

PRO FORMA

FORM OF GUARANTEE

Employer: (name and address)
.....

Contract No:
(Contract title)

WHEREAS.....
(hereinafter referred to as “the Employer”) entered into a Contract with

.....
(hereinafter called “the Contractor”) on the _____ day of _____ 20_____
for the construction of (Contract Title).....
..... at.....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS (hereinafter referred to as “the Guarantor”)
has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,
do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give



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time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Practical Completion Certificate in terms of the Contract, and thereafter the liability shall be reduced to 5% up to the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of.....
..... (in words)
R..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....
.....

IN WITNESS WHEREOF this guarantee has been executed by us at

on thisday of20.....

As witnesses:

1. Signature
Name in Block Letters
2. Signature
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*)

Address.....

.....



C1.4 LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are available for issue of contract guarantees:

National Banks:

ABSA Bank Ltd.
Development Bank of Southern Africa First
Rand Bank Ltd.
Gensec Bank Ltd.
Imperial Bank Ltd.
Infrastructure Finance Corporation
Investec Bank Ltd.
Land & Agricultural Bank of SA
Nedbank Ltd.
Zurich Insurance Co.
Standard Bank of SA Ltd.
SA Bank of Athens

Insurance companies:

ABSA Insurance
AIG South Africa
Auto & General
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Emerald Insurance Co.
Federated Employers Mutual Assurance Co.
Guardrisk Insurance Co.
Home Loan Guarantee Co.
Lion of Africa Insurance Co.
Lombard Insurance
MUA Insurance

International Banks (with branches in SA):

ABN AMRO Bank n.v.
Barclays Bank plc.
Commerzbank Aktiengesellschaft
Credit Agricole-Indosuez
Deutsche Bank AG
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank
New National Assurance Co.
Regent Insurance Co.
Mutual & Federal Insurance Co.



C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between The PORT ST JOHNS MUNICIPALITY. (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his capacity as.....;

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....

in his capacity as:

duly authorized to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONTRACT No.:.....
for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING



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ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at..... for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.



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C1.6 CONTRACT OF TEMPORARY EMPLOYMENT AS COMMUNITY LIAISON OFFICER

To be made available to the successful tenderer.



PORT ST JOHN'S LOCAL MUNICIPALITY
PSJLM-MIG-2026/27 – 05
CONSTRUCTION OF COMMUNITY HALL IN WARD 02

Part C2: Pricing Data

Contents	Pages
C2.1 Pricing Instructions	74-79
C2.2 Bills of Quantities	80-98



C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) published by the South African Institution of Civil Engineering (SAICE).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the COLTO Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of measurement at which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain



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the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorization for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the COLTO Standard Specifications sub-clause 1201(a), the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with clause 45 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with sub-clause 1201(b) of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.



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All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of sub-clause 1201(f) of the COLTO Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

- a. an alternative item or material is contemplated;
- b. variations of specified components in the make-up of a pay item may be expected; and
- c. no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item. All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, monthly payments, referred to in Clause 52 of the General Conditions of Contract 2010, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.



Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in clause 1220, the net measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= tonne (1 000 kg)	t-km	= tonne-kilometre
	= square metre-pass	No.	= number	hr	= hour
	= hectare	%	= percent	dia	= diameter
	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
	= kilowatt	MN-m	= meganewton-metre		



9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

- 13.01 The Contractor's general obligations

- 14

- (a) Fixed obligations

- (c) Time-related obligations
exceeds a maximum of 12% of the Tender Offer (excluding contingencies, escalation and VAT).

- (ii) The rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

10. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

- a. Items in the COLTO Standard Specifications that would normally be carried out using labour-intensive construction methods.



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- b. Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.
- c. New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour-intensive methods rather than plant in order to meet such target.



C2.2. SCHEDULE OF QUANTITIES

SECTION 1: 1200					
PORT ST JOHNS MUNICIPALITY					
WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Community Participation				
	(a) Payment of expenses/disbursements to the members of the PSC	Prov sum	1	R35 000.00	R35 000.00
	(b) Handling costs and profit in respect of sub item B12.01(a) above	%	R35 000.00	10%	
B12.02	Community Liaison Officer (CLO)				
	(a) Salary plus expenses incurred by the CLO @ R6 300.00 per month	Monthly	6		
	(b) 2 x Security Allowance @ 350 per day (allowance is made for 30 days)	Monthly	6		
	(c) 20 x Labour @ 250 each per day (Allowance is made for 30 days)	Monthly	6		
12.07	Notices. Signs and Advertisement				
	Name board	No	1		
B12.04	Training:				
	(a) Structured Training	Prov. Sum	1	R100,000.00	R100,000.00
	(b) Non - Structured Training	Prov Sum	1	R50 000.00	R50 000.00
	(a) Contractor's handling costs, profit and all other charges in respects of Subitems B12.04(a)	%	R150 000.00	10%	



SECTION 1: 1200					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
1200	GENERAL REQUIREMENTS AND PROVISIONS				
	Allow survey on site as per item B12.07	Prov Sum	1	R 200,000,00	R 200,000,00
	Handling costs and profit in respect of Subitems B12.07(a) above	10%	200,000		
	Allow for Civil Engineering Trainee	Prov Sum	1	R 50,000,00	R 50,000,00
	Handling costs and profit in respect of Subitems B12.07(c) above	10%	50,000		
TOTAL CARRIED TO SUMMARY					
3					

SECTION 2: 1300					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	The Contractor's general obligations:				
	Fixed obligations	Lump Sum	1		
	Value-related obligations	Lump Sum	1		
	Time-related obligations	Month	6		
	OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS (See Scope of Work C3.4)				
B13.02	(a) Contractor's initial obligations in respect of the Occupational Health and Safety and Construction Regulations "	L/Sum	1		
	b) Preparation and Submission of Contractor's Health and Safety Plan/File.	L/Sum	1		



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B13.03	c) Contractor's time-related obligations in respect of the Occupational Health and Safety and Construction Regulations	Month	6		
B13.04	d) Provision of full-time Construction Health and Safety Officer	Month	6		
B13.05	e) Provision for Personal Protective Equipment & Protective Clothing	L/Sum	1		
B13.06	ENVIRONMENTAL MANAGEMENT				
	a) Provision for environmental compliance & monitoring	Prov Sum	1	R200 000.00	R200 000.00
	b) Handling cost and profit in respect of subitem B13.06(a)	10%	R200 000.00		
TOTAL CARRIED TO SUMMARY					
4					

SECTION 4: 1200 C PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
	EARTHWORKS				
SABS 1200 C	SITE CLEARANCE, ETC				
8.2.1	Digging up and removing rubbish, debris, vegetation, shrubs and trees not exceeding 100 mm diameter.	m ²	420		
	Remove topsoil to a depth of 400mm, and dispose off site as directed by the Engineer (within 5km)	m3	170		
	Cut to fill	m3	170		
1200 DA	EXCAVATION, FILLING, ETC				
8.3.1(b)	Excavation 750mm wide trenched in earth not exceeding 1m deep trenches	m3	110		
	Extra over trench excavation in earth for excavation in				
	Soft rock	m3	10		



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	Hard rock	m3	10		
	Earth filling obtained from the excavations and /or prescribed stockpiles on site compacted to 93% Mod. AASTHO Density.				
	Backfilling to trenches, holes, etc.	m3	110		
	Selected material from stockpiles spread and level in layers not exceeding 150mm thick and compacted to 95% Mod AASTHO Density in forming levels under solid floor surfacing, 4 litres of moisture to each square metre of surface area.	m3	110		
	Keeping excavations free of water				
	Keeping excavations free of all water other than subterranean water	Sum	1		
	Soil poisoning to be carried out by a registered pest control company and certificate to be supplied				
	To horizontal surfaces, etc. including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m2	420		
	Testing:				
	Allow for compaction tests to be performed by specialist	Prov Sum	1	R40 000.00	R40 000.00
	Main Contractor's Mark-Up	10%	R40 000.00		

TOTAL CARRIED TO SUMMARY



SECTION 5: B2					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
SABS 1200 GB	CONCRETE, FORMWORK AND REINFORCEMENT				
B2.1	CONCRETE				
B2.1.1	Concrete (20 MPa) in:				
B2.1.1.1	Concrete apron slab	m3	45		
B2.1.2	REINFORCED CONCRETE				
	Reinforced concrete (30 MPa)				
B2.1.2.1	Concrete floor slab	m ³	135		
B2.1.2.2	Strip Footings (750mm wide)	m ³	80		
	d) Rehabilitation of borrow Pit	Sum	1		
B2.2	FORMWORK				
5.2.1(a)	Rough formwork:				
B2.2.1	Edges, risers, ends and reveals not exceeding 300 mm high	m	200		
B2.3	FABRIC REINFORCEMENT				
B2.3.1	Ref 193 Mesh (measured net)	m2	450		
B2.3.2	High Tensile Steel reinforcing	ton	30		
	MOVEMENT JOINTS				
B2.4.1	Vertical joggle joints construction joints through concrete including thick cement slurry to one face				
	Surface beds not exceeding 200mm thick	m	190		
TOTAL CARRIED TO SUMMARY					
7					



SECTION 6: B3					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
B3	BRICKWORK:				
B3.1	FOUNDATIONS				
B3.1.1	Corbrick Engineering Bricks in 2 skin below ground level in foundations (including building Class I Mortar)	m ²	150		
B3.2	SUPERSTRUCTURE				
	All comply with Part K of the SANS 10400				
B3.2.1	Corobrik Common Concrete Block to be plastered or Similar approved	m ²	180		
B3.2.3	Brickforce (to all courses from window head to underside)	m	100		
	Extra over for fair face				
B3.2.4	Cement wash of 1:4 liquid cement and sand mixture applied with a brush on external walls	m ²	300		
B3.2.5	Cement wash of 1:5 liquid cement and sand mixture applied with a brush on internal walls	m ²	350		
TOTAL CARRIED TO SUMMARY					
8					



SECTION 7: B7					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
SABS 021:2002	WATERPROOFING				
7.3	One layer of 250micron "Gunplas" or equal approved DPM under	m2	420		
7.3.1	One layer of 375 micron "Consol or equal approved Plastics Brikgrip or equal approved DPC embossed damp proof course on walls.	m2	120		
B4.3	ROOF COVERING, ETC				
	PROFILED METAL SHEETING AND ACCESSORIES				
B4.3.1.1	Sheeting Spec: 0.47mm IRB Colourplus Purlins and Girts: 150 x 75 x 20 x 3 pre-galvanized. Roof Pitch: 12 Degrees. Insulation: Alu cushion. Paint Spec: Grey Etch Primer	m2	420		
B4.3.2	ROOF AND WALL INSULATION				
	Insulation laid out over purlins (at approximately 600mm centers) and fixed concurrent with roof covering including galvanized steel straining wires	m2	420		
B4.3.3	RAINWATER DISPOSAL				
B4.3.3.1	Continuous 0.6mm chromadek seamless gutters	m	100		
B4.3.3.2	Extra over eaves gutter for stopped ends	No	8		
B4.3.3.3	Extra over eaves gutter for outlet for 75mm pipe	No	20		
B4.3.3.4	75m Diameter rainwater pipes	m	42		
B4.3.3.5	Extra over rainwater pipe for shoe	No	10		
B4.3.3.6	Extra over rainwater pipe for eaves or plinth offset 110m projection	No	16		
B4.3.3.7	5kl Jojo tank mounted and secured on brick tank stand complete with brass 'bib' tap for rainwater harvesting	No	4		
TOTAL CARRIED TO SUMMARY					



10					
SECTION 8: B5					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
B5	CARPENTRY AND JOINERY				
B5.1	TRUSSES, ETC.				
B5.1.1	Prefabricated and Installation of a steel structures manufactured by specialist (Span Africa). As per the Drawing				
B5.1.2	38 x 114 mm Wall plate	m	100		
B5.1.3	225 x 10mm fascia boards including galvanized steel H-profile jointing strips	m	100		
	Doors, etc.				
B5.1.4	813 × 2032 × 42 mm high-duty aluminium-framed solid-core flush door, complete with aluminium-clad solid-core door leaf, aluminium frame, hinges, lockset, lever handles, seals, fixings, installation and all necessary accessories, complete.	No	5		
	1100 × 2032 × 42 mm high-duty aluminium-framed solid-core flush door, complete with aluminium-clad solid-core door leaf, heavy-duty aluminium frame, hinges, mortice lockset, lever handles, door closer, seals, fixing accessories, installation and all necessary components, complete.	No	1		
	1546 × 2100 × 42 mm heavy-duty aluminium-framed solid-core flush double door, comprising two approximately equal aluminium-clad solid-core door leaves, complete with heavy-duty aluminium frame, hinges, mortice lockset, lever handles, top and bottom flush bolts, door closers, meeting stile/astagal, seals, fixing accessories, installation and all necessary components, complete.	No	3		
B5.1.5	Standard 1,2 thick residential section double rebated frame. Galvanised and painted	No	9		
TOTAL CARRIED TO SUMMARY					
11					



BID NO: PSJLM-MIG-2026/27 - 05 CONSTRUCTION OF COMMUNITY HALL IN WARD 02



**SECTION
9: B5.2**

PORT ST JOHNS MUNICIPALITY

WARD 02 COMMUNITY HALL

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
B5.2	CEILING, PARTITION AND ACCESS FLOORING				
B22.01	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	SUPPLEMENTARY PREAMBLES				
	Descriptions				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shots pinned to brickwork or concrete.				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been give elsewhere.				
	Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility in setting out.				
	Supply and install electrical light fittings, etc	Prov. sum	1	200,000.00	
	Eskom application and installation ideck connection to main hall	Prov. sum	1	150,000.00	
	Contractor's handling cost	10%	350,000.00		
B5.3	SUSPENDED CEILING				
B5.3.1	To supply and install 420m ² suspended ceiling (1200 x 600mm) exposed ceiling. The ceiling tiles to br fitted will be m ²		420		
B5.3.2	1200 x 600 x 9mm white vinyl gypsum ceiling tile. All wall trims will be white 20 x 20mm equal angle. Extra over ceiling for 600 x 600mm trap door of 1 x 1mm wrought softwood rebated framing with one 1 x 1mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No.	8		
B5.3.3	75mm Coved cornice	m	1000		
B6	IRONMONGERY				
B6.1	HINGES, BOLTS, LOCKS, ETC				
B6.1.1	32mm Open brass piano hinges	No	30		



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	Locks	No	34		
B6.1.2	Satin chrome WC indicator bolt	No	2		
B6.1.3	3 Lever mortice lock with striking plate	No	3		
B6.1.4	4 Lever Rebated door lockset complete	No	3		
B6.2	DOORSTOP				
B6.2.1	38mm Diameter rubber doorstop plugged.	No	7		
B6.3	LETTERS, NAMEPLATES, ETC				
B6.3.1	150 x 150mm anodized aluminium plate with "Male" or "Female" symbol	No	5		
	Sundries				
B6.3.1	Liquid soap dispenser	No	2		
B6.3.2	Pull handle	No	2		
B6.3.3	Lockable toilet roll holder plugged	No	2		
B6.3.4	Solid 250-B40 coat hook	No	2		
TOTAL CARRIED TO SUMMARY					
12					

SECTION 11: B7					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
B7	METAL/ALUMINIUM WORK AND				
B7.1	ALUMINIUM/METALIC WINDOW AND DOOR FRAMES, ETC:	m ³	600.00		
	1.3mm Galvanised pressed rebated frame with factory undercoat, 1 coat primer, 1 coat universal undercoat, 2 coats plascon velvaglio				
E7.1.1	i) size 813mm x 2032mm to suit wall 230mm wide wall	No	5		
E7.1.2	ii) size 2100 x 2032mm to suit wall 230mm wide	No	1		
E7.1.2	ii) size 1546 x 2100mm to suit wall 230mm wide	No	3		



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	Natural anodised aluminium "Standard residential type" windows together with Glazing. All aluminium material to comply with SANS Glazing to comply with SANS 10400N				
B7.1.1	i) Window Schedule Type 600 x 500mm	No	1		
B7.1.2	ii) Window Schedule Type 1200 x 600mm	No	11		
	iii) Window Schedule Type 1000 x 1000mm	No	1		
	iii) Window Schedule Type 600 x 600mm	No	1		
B7.2	GLAZING				
	GLAZING TO STEEL WITH PUTTY				
	6,3mm Obscure glass in aluminium frames, including all necessary fittings. All glazing to comply with SANS 10400N				
B7.2.1	Panes exceeding 0,1 but not exceeding 0,5m2 windows	m2	200		
B7.3	Provisional Sum for Work Identified on Site	Prov Sum	1	60 000,00	60 000,00
B7.3.1	Contractor's Mark Up	10%			
	Fencing 200 meters with 1.8m galvanised welded mesh, 60m x 2700mm galvanised with steel cap, steel double gate for vehicles, single gate for pedestrians, razor wire and related items	Prov. Sum	1		
	Contractor's Mark Up	10%			
TOTAL CARRIED TO SUMMARY					
14					



SECTION 12: B8

PORT ST JOHNS MUNICIPALITY
WARD 02 COMMUNITY HALL

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
B8	PLASTERING				
B8.1	SCREEDS				
	Granolithic screeds steel trowelled on concrete				
B8.1.1	25mm Thick on floors and landings	m ²	5		
B8.2	INTERNAL PLASTER				
	15mm Cement plaster on brickwork				
G.2.1	On walls	m ²	150		
B8.3	EXTERNAL PLASTER				
	15mm Cement plaster on brickwork				
B8.3.1	On walls	m ²	120		
B8.5	PLUMBING AND DRAINAGE				
B8.5.1	SANITARY FITTINGS				
	Traps, etc.				
B8.5.1.4	32 x 40 Flexible rubber deep seal "P" or "S" trap	No	5		
B8.5.1.5	15mm	m	2.5		
B8.5.1.6	22mm Pipes	m	5		
	Copper Piping chased into walls including wrapping in 2 layers of Kraft paper				
B8.5.1.7	15mm	m	30		
	EO for brass fittings				
B8.5.1.8	15mm fittings	No	10		
B8.5.1.9	22mm fittings	No	8		
	Isolating Valves				
	Ball type isolating valves with handles				
B8.5.1.10	22 mm	No	8		



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	Ditto but screwdriver operated				
B8.5.1.11	15 mm	No	6		
	Taps, etc.				
	Cobra Water Tech or equal approved				
B8.5.1.12	15mm CP star pillar tap	No	16		
B8.5.1.13	22mm Brass Garden bibtap	No	6		
B8.6	DRAINAGE				
	Gulleys, etc.				
B8.6.1	Gulley complete with trap, grating, precast concrete surround and set in concrete	No	3		
	Manholes, etc.				
B8.6.2	Manhole in PC rings including all necessary excavations, backfill, manhole cover and bedding in depth n.e. 1m	No	2		
TOTAL CARRIED TO SUMMARY					
15					

SECTION 13: 3400

**PORT ST JOHNS MUNICIPALITY
WARD 02 COMMUNITY HALL**

SECTION 14: 5100

**PORT ST JOHNS MUNICIPALITY
WARD 02 COMMUNITY HALL**

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
B9	PAINTWORK				
B9.1	PAINT WORK TO NEW SURFACES				
	One coat bonding liquid and two coats interior and exterior quality PVA emulsion paint				
B9.1.1	On internal walls	m2	300		
B9.1.1a	On External walls	m2	400		
B9.2	ON PLASTER BOARD				
	One coat bonding liquid and two coats exterior quality PVA emulsion paint				
B9.2.1	On fascias and barge boards with girth not	m	100		



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	exceeding 450mm				
B9.3	ON METAL				
	Apply one coat self-etching primer, one undercoat and two coats silthane gloss enamel paint on galvanised steel				
B9.3.1	On doors frames internally	m2	25		
B9.3.2	On doors frames externally	m2	25		
B9.4	ON WOOD				
	One coat wood primer, one undercoat and two coats silane gloss enamel				
B9.4.1	On doors internally	m2	65		
B9.4.2	On doors externally	m2	10		
B9.5	TILING				
	WALL TILING				
	150 x 150 x 2,5mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound.				
B9.5.1	On walls	m2	100		
	600 x 600 x 4mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound.				
B9.5.2	On floors	m2	420		
TOTAL CARRIED TO SUMMARY					
17					



SECTION 15: C1					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
	SECTION C: WARD 02 COMMUNITY HALL ABLUTION BLOCK				
C1	EARTHWORKS				
	SITE CLEARANCE, ETC				
C1.1.1	Digging up and removing rubbish, debris, vegetation, shrubs and trees not exceeding 100 mm diameter.	m ²	60		
C1.1.2	Remove topsoil to a depth of 400mm, and dispose off site as directed by the Engineer (within 5km)	m ³	20		
C1.2	EXCAVATION, FILLING, ETC				
C1.2.1	Excavation 750mm wide trenched in earth not exceeding 1m deep trenches	m ³	50		
	Bulk excavation for toilet pit	m ³	55		
	Extra over trench excavation in earth for excavation in				
C1.2.2	Soft rock	m ³	5		
C1.2.3	Hard rock	m ³	5		
	Earth filling obtained from the excavations and /or prescribed stockpiles on site compacted to 93% Mod. AASTHO Density.				
C1.2.4	Backfilling to trenches, holes, etc.	m ³	50		
C1.2.5	Selected material from stockpile spread and level in layers not exceeding 150mm thick and compacted to 95% Mod AAHTO Density in forming levels under solid floor surfacing, 4 litres of moisture to each square metre of surface area.	m ³	50		
	Keeping excavations free of water				
C1.2.6	Keeping excavations free of all water other than subterranean water	Sum	1		



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	Soil poisoning to be carried out by a registered pest control company and certificate to be supplied				
C1.2.7	To horizontal surfaces, etc. including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m2	65		
	Testing:				
C1.2.8	Allow for compaction tests to be performed by specialist	Sum	1		
C2	CONCRETE, FORMWORK AND REINFORCEMENT				
C2.1	CONCRETE				
C2.1.1	MASS CONCRETE				
C2.1.1.1	Concrete (20 MPa) in: Concrete apron slab	m3	7.5		
	REINFORCED CONCRETE				
	Reinforced concrete (30 MPa)				
C2.1.2.1	Concrete floor slab	m3	15		
C2.1.2.2	Strip Footings (750mm wide)	m3	30		
C2.1.2.3	Pit base slab	m3	25		
	FORMWORK				
C2.2	Rough formwork:				
C2.2.1	Edges, risers, ends and reveals not exceeding 300 mm high	m	100		
	FABRIC REINFORCEMENT				
C2.3					
C2.3.1	Ref 193 Mesh (measured net)	m2	65		
C2.3.2	High Tensile Steel reinforcing	ton	6.5		



C2.4	MOVEMENT JOINTS				
	Vertical joggle joints construction joints through concrete including thick cement slurry to one face				
C2.4.1	Surface beds not exceeding 200mm thick	m	20		
C3	BRICKWORK:				
	Sizes in descriptions				
	Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick				
	Hollow wall, etc.				
	Walls in two skins described as " bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with approved cement and sand mixture and sealed with two coats "Brick seal" bitumen emulsion				
	Samples:				
	Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of six units. Samples of building units to be used in walls described as "load bearing" shall				
	Note: Foundation walls to built up to surface bed level and surface bed concrete to be poured between walls as per Engineers specifications				
C3.1	FOUNDATIONS				
C3.1.1	330mm Concrete Infill Brick Wall: Corobrik Engineering Bricks in 2 skin below ground level in foundations (including building class I motar)	m ²	50		
C3.1.2	330mm Concrete Infill Brick Wall: Corobrik Engineering Bricks in 2 skin below ground level for pit (including building class I motar)	m ²	65		
C3.2	SUPERSTRUCTURE				
	All comply with Part K of the SANS 10400				
C3.2.1	Corobrik Common Concrete Block to be plastered or Similar approved	m ²	130		
C3.2.3	Brickforce (to all courses from window head to underside)	m	75		



	Extra over for fair face				
C3.2.4	Cement wash of 1:4 liquid cement and sand mixture applied with a brush on external walls	m ²	150		
C3.2.5	Cement wash of 1:5 liquid cement and sand mixture applied with a brush on internal walls	m ²	200		
TOTAL CARRIED TO SUMMARY					
18					

SECTION 16: 5600

**PORT ST JOHNS MUNICIPALITY
WARD 02 COMMUNITY HALL**

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
C4	WATERPROOFING				
C4.1	One layer of 250micron "Gunplas" or equal approved DPM under floors	m2	65		
C4.2	One layer of 375 micron "Consol or equal approved Plastics Brikgrid or equal approved DPC embossed damp proof course on walls.	m2	50		
C4.3	ROOF COVERING, ETC	No.	12		
C4.3.1	PROFILED METAL SHEETING AND ACCESSORIES	No.	0		
C4.3.1.1	0.8mm Colomet finished galvanized metal corrugated profile roof sheeting @ 25° on 76x50mm S.A pine purlins @ max 750mm c/cs on prefabricated timber trusses	m2	80		
C4.3.2	ROOF AND WALL INSULATION				
	isolation 420" heavy industrial grade aluminium foil based insulation				
C4.3.2.1	Insulation laid out over purlins (at approximately 600mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m2	80		
C4.3.3	RAINWATER DISPOSAL				
C4.3.3.1	Continuous 0.6mm chromadek seamless gutters	m	40		



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C4.3.3.2	Extra over eaves gutter for stopped ends	No	2		
C4.3.3.3	Extra over eaves gutter for outlet for 75mm pipe	No	6		
C4.3.3.4	75m Diameter rainwater pipes	m	18		
C4.3.3.5	Extra over rainwater pipe for shoe	No	5		
C4.3.3.6	Extra over rainwater pipe for eaves or plinth offset 110m projection	No	6		
E4.3.3.7	2x 2.5kl jojo tank mounted and secured on brick tank stand complete with brass 'bib' tap for rainwater harvesting	No.	2		

TOTAL CARRIED TO SUMMARY

19

SECTION 17: 5900

**PORT ST JOHNS MUNICIPALITY
WARD 02 COMMUNITY HALL**

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
C5	CARPENTRY AND JOINERY				
C5.1	TRUSSES, ETC.				
C5.1.1	Prefabricated and Installation of a roof trusses manufactured by specialist including to suit 20m span (or As per Drawing) and with 0.6m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties complete. The supply also include 50mm x 76mm Purlins				
C5.1.2	38 x 114 mm Wall plate	m	35		
C5.1.3	225 x 10mm fascia boards including galvanised steel H-profile jointing strips	m	40		
	Doors, etc.				
C5.1.4	D02:42mm TDM Hardwood BB solid core flush door 813 x 2032mm	No	5		
	D03:42mm TDM Hardwood BB solid core flush door 1100 x 2032mm	No	1		
	D01:1546x2100mm double door	No	1		
C5.1.5	Standard 1,2 thick residential section double rebated frame. Galvanised and painted	No	7		

TOTAL CARRIED TO SUMMARY

20



SECTION 18: 7100					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
C5.2	CEILING, PARTITION AND ACCESS FLOORING				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	SUPPLEMENTARY PREAMBLES				
	Descriptions				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been give elsewhere				
	Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility in setting out				
	Electrical light fittings, etc				
C5.3	NAILED UP CEILINGS				
C5.3.1	6.4mm "Rhino" M-Strip" ceiling fixed print side up to bradering with 32mm galvanized semi-serrated nails or 32mm grabber screws at 150mm centres with plastic "M-Strip" cover strips over joints with all nail or screw	m ²	65		
C5.3.2	Extra over ceiling for 600 x 600mm trap door of 1 x 1mm wrought softwood rebated framing with one 1 x 1mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No.	4		
	"Rhino" Moulded Gypsum Cornices				
C5.3.3	75mm Coved cornice	m	200		
TOTAL CARRIED TO SUMMARY					



SECTION 19: 8100					
PORT ST JOHNS MUNICIPALITY WARD 02 COMMUNITY HALL					
Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
C6	IRONMONGERY				
C6.1	HINGES, BOLTS, LOCKS, ETC				
C6.1.1	32mm Open brass piano hinges	No	16		
	Locks				
C6.1.2	Satin chrome WC indicator bolt	No	4		
C6.1.3	3 Lever mortice lock with striking plate	No	3		
C6.1.4	4 Lever Rebated door lockset complete	No	1		
C6.2	DOORSTOP				
C6.2.1	38mm Diameter rubber doorstop plugged.	No	2		
C6.3	LETTERS, NAMEPLATES, ETC				
C6.3.1	150 x 150mm anodised aluminium plate with "Male" or "Female" symbol	No	5		
	Sundries				
C6.3.1	Liquid soap dispenser	No	2		
C6.3.2	Pull handle	No	2		
C6.3.3	Lockable toilet roll holder plugged	No	2		
C6.3.4	Solid 250-C40 coat hook	No	2		
TOTAL CARRIED TO SUMMARY					
22					



TOTAL CARRIED TO SUMMARY					
C7	METAL/ALUMINIUM WORK				
C7.1	ALUMINIUM/METALIC WINDOW AND DOOR FRAMES, ETC:				
	1.3mm Galvanised pressed rebated frame with factory undercoat, 1 coat primer, 1 coat universal undercoat, 2 coats plascon velvaglo				
E7.1.1	i) Door Type D01: size 813mm x 2032mm to suit wall 230mm wide wall	No	1		
E7.1.2	ii) Door Type D02: size 2100 x 2032mm to suit wall 230mm wide	No	5		
E7.1.2	ii) Door Type D03: size 1546 x 2100mm to suit wall 230mm wide	No	1		
	Natural anodised aluminium "Standard residential type" windows together with Glazing. All aluminium material to comply with SANS Glazing to comply with SANS 10400N				
C7.1.1	i) Window Schedule Type W04 (Refer to Drawing): Ablution	No	6		
C7.1.2	i) Window Schedule Type W05 (Refer to Drawing): Ablution	No	2		
	GLAZING				
	GLAZING TO STEEL WITH PUTTY				
	6,3mm Obscure glass in aluminium frames, including all necessary fittings. All glazing to comply with SANS 10400N				
	Panes exceeding 0,1 but not exceeding 0,5m2 windows	m2	50		
	Provisional Sum for Work Identified on Site	Sum	1	50 000.00	50 000.00
	Contractor's Mark Up	10%	50 000.00		
TOTAL CARRIED TO SUMMARY					
22					



TOTAL CARRIED TO SUMMARY

C8	PLASTERING				
C8.1	SCREEDS				
	Granolithic screeds steel trowelled on concrete				
C8.1.1	25mm Thick on floors and landings	m ²	5		
C8.2	INTERNAL PLASTER				
	15mm Cement plaster on brickwork				
G.2.1	On walls	m ²	150		
C8.3	EXTERNAL PLASTER				
	15mm Cement plaster on brickwork				
C8.3.1	On walls	m ²	120		
C8.5	PLUMBING AND DRAINAGE				
C8.5.1	SANITARY FITTINGS				
	White glazed W/C Pan, floor mounted, wash down type, "P" trap horizontal outlet, open rim flush complete	No	6		
C8.5.1.1	Wall hung Wash hand basin fixations 470 (w) x290 (b) x165mm (h) without pedestal complete.	No	5		
C8.5.1.2	Stainless Steel Through urinals	m	3		
	Traps, etc.				
C8.5.1.3	32 x 40 Flexible rubber deep seal "P" or "S" trap	No	5		
C8.5.1.4	15mm	m	2.5		
C8.5.1.5	22mm Pipes	m	5		
	Copper Piping chased into walls including wrapping in 2 layers of Kraft paper				
C8.5.1.6	15mm	m	30		
	EO for brass fittings				
C8.5.1.7	15mm fittings	No	10		
C8.5.1.8	22mm fittings	No	8		
C8.5.1.9					



TOTAL CARRIED TO SUMMARY

TOTAL CARRIED TO SUMMARY

	Isolating Valves				
	Ball type isolating valves with handles				
C8.5.1.10	22 mm	No	8		
	Ditto but screwdriver operated				
C8.5.1.11	15 mm	No	6		
	Taps, etc.				
	Cobra Watertech or equal approved				
C8.5.1.12	15mm CP star pillar tap	No	16		
C8.5.1.13	22mm Brass Garden bibtap	No	6		
C8.6	DRAINAGE				
	Gulleys, etc.				
C8.6.1	Gulley complete with trap, grating, precast concrete surround and set in concrete	No	6		
	Manholes, etc.				
C8.6.2	Manhole in PC rings including all necessary excavations, backfill, manhole cover and bedding in depth n.e. 1m	No	1		

TOTAL CARRIED TO SUMMARY



TOTAL CARRIED TO SUMMARY					
C9	PAINTWORK				
C9.1	PAINTWORK TO NEW SURFACES				
	One coat bonding liquid and two coats interior and exterior quality PVA emulsion paint				
C9.1.1	On internal walls	m2	150		
C9.1.1a	On External walls	m2	120		
C9.2	ON PLASTER BOARD				
	One coat bonding liquid and two coats exterior quality PVA emulsion paint				
C9.2.1	On fascias and barge boards with girth not exceeding 450mm	m	35		
C9.3	ON METAL				
	Apply one coat self-etching primer, one undercoat and two coats silthane gloss enamel paint on galvanised steel				
C9.3.1	On doors frames internally	m2	10		
C9.3.2	On doors frames externally	m2	10		
C9.4	ON WOOD				
	One coat wood primer, one undercoat and two coats silthane gloss enamel				
C9.4.1	On doors internally	m2	20		
C9.4.2	On doors externally	m2	2		
C9.5	TILING				
	WALL TILING				
	150 x 150 x 2,5mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound.				
C9.5.1	On walls	m2	10		



TENDER SUMMARY



BID NO: PSJLM-MIG-2026/27 - 05 CONSTRUCTION OF COMMUNITY HALL IN WARD 02

Section	Description	Amount (R)
1	SECTION A : PRELIMINARY AND GENERAL	
2	SECTION B : COMMUNITY HALL BUILDING	
3	SECTION C : ABLUTION BLOCK	
4	WORK DONE TO DATE	
5	RETENTION @ 10%	
6	SUB-TOTAL 1	
7	ALLOW 10% FOR CONTINGENCIES	
8	SUB-TOTAL 2	
9	ALLOW 15% VAT	
10	TOTAL AMOUNT CARRIED TO FORM OF OFFER	

Signed on behalf of the Tenderer (Signature)

Date:

Tenderer's Name (Company Name)



PORT ST JOHN'S LOCAL MUNICIPALITY
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CONSTRUCTION OF COMMUNITY HALL IN WARD 02

Part C3: Scope of Work

Contents	Pages
C3.1 Description of the Works	107-
C3.2 Engineering	93
C3.3 Procurement	95-99
C3.4 Construction	102-125
C3.5 Management	127-133
C3.6 Annexes, Site Information & Tender Drawings	144-166

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardized Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Drawings

Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6) COLTO Standardized Specifications



BID NO: PSJLM-MIG-2026/27 - 05 CONSTRUCTION OF COMMUNITY HALL IN WARD 02

PORT ST JOHN'S LOCAL MUNICIPALITY

PSJLM-MIG-2026/27 – 05

CONSTRUCTION OF COMMUNITY HALL IN WARD 029

C3.1 Description of the Works

Contents	Pages
C3.1.1: Employer's Objectives and Overview of the Works	
C3.1.2: Description of Site and Access	
C3.1.3: Extent of the Works	
C3.1.4: Other Simultaneous Contracts	
C3.1.5: Site Security	



BID NO: PSJLM-MIG-2026/27 - 01 CONSTRUCTION OF COMMUNITY HALL IN WARD 02

C3.1 Description of the Works

C3.1.1 Employer's Objectives and Overview of the Works

The proposed construction of main hall will be at Sihlanjeni Village Ward 02 in Port St Johns. The central Coordinate for the project are listed as follows:*

Longitude : 31°44'06" S

Latitude : 29°21'38" E

The Community Hall once constructed will be expected to directly benefit the communities of in Ward 02. The scope of works includes but not limiting the following:

C3.1.2 Description of Site and Access

The project area is located in Ward 02 of Port St Johns Local Municipality, approximately 21km from Port st Johns town going with R61 to Mthatha and branches right at Tombo village going towards Silimela Hospital and Branches in Codesa from Gomolo.

C3.1.3 Extent of the Works

GENERAL CONTRACT REQUIREMENTS

The contractor shall familiarize himself with the complete contract before commencing work. The contractor shall study all drawings and specifications and shall coordinate the architectural, structural, civil, electrical and plumbing requirements so that services and building elements do not conflict.

No construction activity that depends on an unresolved design issue shall proceed merely on the basis of assumption. Any discrepancy between drawings, specifications, existing site conditions or dimensions shall be reported to the Municipality/Engineer for instruction.

All materials shall be new, fit for purpose and of the quality specified in the contract. Proprietary products shall be installed in accordance with the manufacturer's written instructions. Samples may be requested for approval before bulk procurement or installation.

The contractor shall provide all labour, supervision, plant, equipment, temporary works, transport, storage, protection, testing, cleaning and incidentals necessary to complete the Works.

PRE-CONSTRUCTION AND SITE ESTABLISHMENT

Before permanent construction begins, the contractor shall mobilise to site and establish an orderly, secure and safe construction facility. The site establishment shall include suitable office accommodation, secure material storage, worker facilities, waste management arrangements, access control and temporary services.



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The contractor shall obtain the necessary approvals for the location of the contractor's camp, storage areas and temporary facilities. Temporary electricity, water and other services required for construction shall be arranged by the contractor and maintained in safe working order.

The site shall be secured against unauthorized access. Materials susceptible to theft, damage or deterioration shall be stored under suitable conditions. Cement and other moisture-sensitive materials shall be protected from rain and ground moisture.

The contractor shall erect and maintain approved project signage, notices and barricades necessary to safeguard the Works and members of the public. The supplied specification places responsibility on the contractor for the supply, erection, maintenance and removal of such signs and barricades.

SURVEYING AND SETTING OUT

The contractor shall verify all reference points, beacons and levels before setting out the community hall. The building shall be positioned strictly in accordance with the approved drawings and site information.

The setting-out process shall establish the building grid, corners, foundation lines, finished floor level, wall positions, service routes and external works. The contractor shall maintain accurate line and level controls throughout construction.

The contractor shall immediately notify the Municipality if any discrepancy is discovered between measured site conditions and the dimensions or levels indicated on the drawings. No permanent work shall be based on a known discrepancy without written instruction.

The contractor remains responsible for the accuracy of the Works even where the Municipality checks setting out or provides surveying assistance. The supplied document expressly requires accurate control of line and level at all stages and states that errors identified in contractor setting out are to be rectified by the contractor.

SITE CLEARANCE AND EARTHWORKS

The construction area shall be cleared only to the extent required by the approved works. Vegetation, rubbish, unsuitable material and obstructions that interfere with construction shall be removed and disposed of at approved locations.

Following clearing, the contractor shall inspect the exposed ground and identify soft spots, organic material, uncontrolled fill, waterlogged areas or other unsuitable founding conditions. Such conditions shall be reported before additional excavation or replacement material is placed.

The building platform shall be formed to the approved levels. Suitable fill shall be placed in controlled layers and compacted to the requirements of the design and specification. The contractor shall provide access for inspection and testing of compaction.

Earthworks shall be executed so that the completed platform provides a stable and uniform base for foundations and floor construction. Excessive excavation and unnecessary removal of competent founding material shall be avoided.

FOUNDATIONS AND GROUND FLOOR CONSTRUCTION



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Foundations shall be constructed strictly in accordance with the approved structural design and the actual founding conditions encountered on site. The contractor shall not alter foundation dimensions, founding depths or reinforcement without written professional instruction.

Foundation excavations shall be accurately positioned, correctly dimensioned and maintained in a condition suitable for inspection. Loose material, standing water and unstable material shall be removed or controlled before concrete placement.

Where reinforced concrete foundations are specified, reinforcement shall be installed with the correct diameter, spacing, laps, anchorage and concrete cover. Concrete shall be placed, compacted and cured in accordance with the approved concrete specification.

The ground floor build-up shall provide a stable, level and moisture-protected base. Where specified, the build-up shall comprise prepared subgrade, approved fill/hardcore, compaction, blinding or levelling layer, damp-proof membrane, reinforcement and concrete floor slab. The final floor shall be constructed to the approved finished levels and tolerances.

Wet areas shall have appropriate falls to floor drains or drainage points where indicated on the drawings.

STRUCTURAL CONCRETE AND REINFORCEMENT

All structural concrete shall comply with the approved structural drawings and concrete specification. The contractor shall control batching, mixing, transportation, placing, vibration and curing so that the required strength and durability are achieved.

Concrete works may include foundations, ground beams, columns, lintels, ring beams, slabs, steps, ramps, aprons, drainage channels and other structural or external concrete elements shown on the drawings.

Reinforcement shall be clean, correctly positioned and securely supported before concrete is placed. Adequate cover shall be maintained using approved spacers or chairs. Reinforcement shall not be displaced during concrete placement.

Formwork shall be rigid, adequately supported and sufficiently tight to prevent grout loss. Exposed concrete surfaces shall be free from unacceptable honeycombing, excessive blowholes and other defects. Defective concrete shall be repaired only using an approved method.

The contractor shall provide concrete test specimens and other tests required by the specification. The supplied documentation requires independent material and quality testing where applicable and requires test results to be made available to the Municipality.

MASONRY AND WALL CONSTRUCTION

External and internal walls shall be constructed in accordance with the architectural and structural drawings. Masonry shall be plumb, level, properly bonded and built to the specified dimensions.

Wall construction shall include appropriate damp-proof courses, lintels, ties, reinforcement and connections where shown. Door and window openings shall be accurately formed so that frames can be installed without excessive cutting or packing.

Service penetrations shall be coordinated with plumbing and electrical installations. Unnecessary chasing of structural elements shall not be permitted. All chases and openings shall be properly closed and made good after installation.



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Masonry materials shall be protected from contamination and excessive moisture. Mortar shall be mixed consistently and used within the manufacturer's or specification's permissible working period.

ROOF STRUCTURE AND ROOF COVERING

The roof structure shall be constructed in accordance with the approved structural and architectural drawings. The contractor shall ensure that trusses, rafters, purlins, bracing, connections and supports are correctly installed and adequately secured.

The roof shall be capable of resisting the design loads applicable to the building, including wind and permanent loads. No member shall be cut, altered or omitted without approval from the professional responsible.

Roof sheeting and associated flashings shall be installed to provide a weatherproof envelope. Ridge caps, barge flashings, valleys, penetrations, gutters and downpipes shall be properly detailed and sealed.

The contractor shall coordinate roof penetrations for plumbing vents, electrical services and other installations. All penetrations shall be weatherproofed using approved materials and methods.

DOORS, WINDOWS AND GLAZING

Doors and windows shall be durable and appropriate for a public community facility. The main entrance shall be designed for frequent use and shall incorporate robust frames, appropriate glazing and durable ironmongery.

Where aluminum doors are specified, the contractor shall provide profiles, glazing, hardware, finishes and fixing systems appropriate to the approved door schedule. Double doors shall be accurately sized to the approved structural opening and fitted with suitable hinges, handles, locks, stops and closers.

Internal doors shall be selected according to room function. Wet-area doors shall be moisture resistant. Emergency exit doors shall incorporate the hardware and opening arrangements required by the approved fire and building design.

Windows shall provide appropriate natural light and ventilation and shall be securely fixed and weather sealed. Safety glazing shall be used where required. All frames shall be aligned, plumb and properly sealed to prevent water ingress.

PLASTERING, SCREEDING, TILING AND FINISHES

Internal and external plaster shall provide a durable, even and aesthetically acceptable surface. Backgrounds shall be properly prepared and surfaces shall be sufficiently cured before painting.

Floor screeds shall be level and sufficiently cured before floor finishes are installed. The contractor shall ensure that wet-area falls are maintained and that finished floor levels coordinate with door thresholds, ramps and external paving.

Floor tiles in the main hall shall be selected for durability and high pedestrian traffic. Ablution and wet-area floors shall have suitable non-slip characteristics. Kitchen and service-area finishes shall be hygienic and capable of regular cleaning.

Wall tiles shall be installed with consistent joint widths, proper alignment and suitable grout. Corners, junctions and service penetrations shall be neatly finished.



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Painting shall include surface preparation, filling of defects, primer where required and the specified finishing coats. External coatings shall be suitable for exposure to weather. Final colours shall be approved where required.

CEILINGS AND INTERNAL WORKS

Ceilings should be installed using the approved board and suspension system. The system shall be securely supported, level and properly finished at joints and edges.

Ceiling installation shall be coordinated with light fittings, ventilation, access panels, electrical conduits and other services. Penetrations should be neatly formed and sealed where necessary.

The main hall ceiling shall be finished to a standard appropriate for a public facility because it will form a major visible component of the completed building.

PLUMBING, WATER SUPPLY AND SANITARY INSTALLATION

The plumbing installation shall provide reliable potable water to all approved fixtures. The system shall include incoming supply, isolation valves, distribution pipework, sanitary fixtures, kitchen connections and external service points as shown on the drawings.

All pipework shall be properly supported and protected. Concealed services shall be pressure tested before being enclosed. Valves and access points shall remain accessible for future maintenance.

Sanitary installations shall include the approved number and type of WC pans, basins, urinals where required, cleaners' points and other fixtures shown on the approved drawings.

Ablution areas shall be designed and finished for regular public use. Floors shall be non-slip and appropriately graded. Wall finishes shall withstand repeated cleaning and moisture exposure.

SEWERAGE, STORMWATER AND DRAINAGE

The sewerage system shall convey wastewater safely from the building to the approved disposal or connection point. Drainage shall have suitable gradients, inspection points, manholes and access for maintenance.

Stormwater shall be collected and discharged in a controlled manner so that water does not pond against the building or undermine foundations, paving or external works.

Roof drainage shall include gutters and downpipes where applicable. Downpipes shall discharge into an appropriate stormwater system or approved surface drainage arrangement.

The contractor shall protect drainage infrastructure during construction and shall test completed drainage before final backfilling.

ELECTRICAL INSTALLATION

The electrical installation shall provide a safe and reliable supply to the community hall and shall comply with the approved electrical design and applicable requirements.



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The installation shall include the main supply, distribution board, circuit protection, earthing, lighting, socket outlets, dedicated equipment points and external lighting where shown.

Lighting shall be adequate for the main hall, entrances, corridors, offices, kitchen, stores, ablutions and external areas. The electrical design should provide suitable capacity for community-hall functions such as audio-visual equipment and kitchen appliances where included in the approved design.

All electrical installations shall be tested, inspected and certified by appropriately competent persons before handover. Distribution boards shall be clearly labelled and circuits identified.

FIRE, EMERGENCY AND ACCESSIBILITY PROVISIONS

The contractor shall install the fire and emergency safety systems specified in the approved design. These may include fire extinguishers, emergency lighting, exit signs, fire detection or alarm systems and other approved measures.

Emergency escape routes shall remain unobstructed and shall be clearly identifiable.

Accessibility shall be incorporated into the facility through appropriate parking, walkways, ramps, entrance thresholds, door widths, circulation routes and accessible ablution facilities as shown on the approved design.

Accessibility works shall be coordinated with finished floor levels and external paving so that the completed route is continuous and safe.

KITCHEN AND SERVICE AREAS

Where a kitchen is included in the approved design, it shall be constructed as a hygienic and serviceable area. Floors and walls shall be suitable for frequent cleaning. The contractor shall provide the approved sink, water supply, drainage, electrical points, lighting and other fittings.

Service areas and stores shall have adequate access and durable finishes. Equipment connections shall be coordinated between the architectural, electrical and plumbing installations.

EXTERNAL WORKS, ACCESS, PAVING AND LANDSCAPING

The external works shall provide a safe and functional environment around the community hall. These works may include entrance walkways, ramps, parking, kerbing, stormwater channels, paving, fencing, gates, external lighting, refuse areas and landscaping as shown on the approved drawings.

Paving shall be laid on an adequately prepared and compacted base. Surface levels shall provide positive drainage without creating trip hazards or ponding.

Parking and access arrangements shall be coordinated with pedestrian movement. Accessible parking and pedestrian routes shall be provided where included in the approved design.

On completion, disturbed areas shall be reinstated and landscaped in accordance with the approved requirements.



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SECURITY, PUBLIC PROTECTION AND SITE MANAGEMENT

The contractor shall protect the public, workers, municipal property and completed works. Construction areas shall be fenced or otherwise controlled where there is a risk of unauthorised entry.

Materials and equipment shall be secured against theft and vandalism. The contractor shall maintain suitable signage, barricades and controlled access.

The contractor shall maintain the site in a clean and orderly condition throughout construction. Construction waste shall be removed regularly and disposed of at approved locations.

COMMUNITY PARTICIPATION, CLO AND LOCAL LABOUR

Community participation is an important component of the project. The contractor shall, where reasonably practical, maximise labour-based construction activities and recruit suitable workers from the surrounding community in accordance with the contract requirements.

The supplied documentation provides for a Community Liaison Officer sourced from the Project Steering Committee. The CLO should facilitate communication between the contractor, Municipality and community and assist with local employment and stakeholder matters.

Suitable labor-intensive activities may include site clearing, selected excavation, backfilling, landscaping, paving, concrete-related work under supervision, stormwater activities, cleaning and material handling. The use of local labour shall not compromise technical standards or health and safety.

The contractor shall maintain daily labour records identifying workers, categories, tasks and days worked and shall submit records in the manner required by the contract.

Training shall be provided where workers are required to undertake unfamiliar tasks. The supplied project documentation specifically links labor-intensive construction to training and task-work principles.

ENVIRONMENTAL MANAGEMENT

The contractor shall manage construction activities to minimise environmental disturbance. Clearing shall be limited to the approved area. Waste shall be collected and removed systematically.

Uncontrolled burning of rubble, vegetation or waste shall not be permitted. Spoil shall be transported to approved disposal areas. Dust, sediment and contaminated water shall be controlled so that neighbouring properties and watercourses are not adversely affected.

The contractor shall prevent unnecessary damage to existing vegetation, drainage systems and surrounding property.

HEALTH AND SAFETY



BID NO: PSJLM-MIG-2026/27 - 01 CONSTRUCTION OF COMMUNITY HALL IN WARD 02

The contractor shall comply with the applicable occupational health and safety requirements and shall implement the approved construction health and safety plan before commencing work.

Workers shall receive site induction, task-specific instruction and appropriate personal protective equipment. Particular attention shall be given to excavation safety, working at height, roofing, electrical works, lifting operations, concrete works, plant movement and public protection.

The contractor shall maintain emergency arrangements, first-aid facilities, incident reporting and safe access throughout construction.

No work shall proceed where the risk cannot be adequately controlled.

QUALITY ASSURANCE, INSPECTION AND TESTING

Quality shall be controlled progressively rather than only at completion. The contractor shall establish an inspection and testing regime covering earthworks, foundations, reinforcement, concrete, masonry, roof construction, waterproofing, finishes, electrical installation, plumbing, drainage and external works.

The contractor shall provide material samples and certificates when required. Materials that do not conform to the approved specification may be rejected.

Independent testing shall be undertaken where required. The supplied project specification requires an approved independent laboratory for material and quality testing and requires test results to be made available to the Municipality.

Work that is to become concealed shall be inspected before being covered. Examples include reinforcement before concrete placement, concealed plumbing before closing walls and roof waterproofing before final closure.

PROGRAMME, PROGRESS MONITORING AND REPORTING

The contractor shall prepare a detailed programme showing the sequence and duration of all major activities. The programme shall identify critical activities and interfaces between building trades.

The programme should generally progress from mobilisation and site preparation through earthworks, foundations, floor construction, structural works, masonry, roofing, first-fix services, plastering and finishes, second-fix services, external works, testing, snagging and handover.

Progress shall be monitored against the approved programme. Delays, constraints and risks shall be reported promptly to the Municipality and addressed through corrective measures.

The contractor shall coordinate subcontractors and specialist trades so that incomplete work by one trade does not unnecessarily delay subsequent activities.

SNAGGING, COMPLETION, AS-BUILT INFORMATION AND HANDOVER

Before requesting practical completion, the contractor shall undertake a comprehensive internal inspection and rectify defects.



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A formal snag list shall identify outstanding defects and incomplete works. Typical defects may include cracked plaster, defective paint, leaking plumbing, blocked drainage, defective doors or windows, missing electrical fittings, damaged tiles, incomplete paving and poor external drainage.

The contractor shall provide accurate as-built information reflecting the completed building and services. The supplied contract documentation requires information necessary for as-built drawings to be submitted before the completion certificate is issued.

Final handover shall include the completed facility, keys, certificates, test results, warranties, operation and maintenance information, approved as-built information and evidence that snagging has been completed.

CONTRACTOR DELIVERABLES

The contractor shall provide, as applicable and as required by the contract:

- Construction programme and updates.
- Health and safety plan, risk assessments and method statements.
- Construction drawings, shop drawings and material submissions where required.
- Setting-out information and survey records.
- Material samples and product data.
- Concrete and material test results.
- Electrical test certificates and certification.
- Plumbing and drainage test records.
- Inspection records for concealed work.
- Local labour and CLO records.
- Environmental management records.
- Progress reports and photographs.
- Snagging records and rectification confirmation.
- As-built drawings and service information.
- Warranties, manuals and maintenance information.
- Final completion and handover documentation.

CONSTRUCTION QUALITY CHECKLIST



BID NO: PSJLM-MIG-2026/27 - 01 CONSTRUCTION OF COMMUNITY HALL IN WARD 02

Work Stage	Minimum Verification	Record / Approval
Setting out	Lines, levels, dimensions and building position verified	Survey/set-out record
Excavation	Founding level and ground condition inspected	Inspection record
Foundations	Reinforcement, dimensions and concrete verified	Engineer/inspection record
Floor slab	Compaction, membrane, reinforcement and levels verified	Inspection/test record
Masonry	Alignment, openings, DPC and lintels verified	Inspection record
Roof	Structure, bracing, fixing and waterproofing verified	Inspection record
Doors/windows	Sizes, alignment, glazing, locks and seals verified	Schedule/inspection
Plumbing	Pressure, leaks, drainage and fixtures tested	Test record
Electrical	Installation tested and certified	Certificate
Finishes	Tiles, paint, ceilings and workmanship inspected	Snag/inspection
External works	Levels, drainage, paving and access verified	Inspection record
Handover	Snags closed and documents submitted	Completion/handover file

CONCLUSION AND IMPLEMENTATION REQUIREMENTS

The Ward 02 Community Hall shall be delivered as a complete, safe, durable and functional municipal asset. The contractor shall coordinate all trades and shall remain responsible for the quality and completeness of the Works in accordance with the contract.



BID NO: PSJLM-MIG-2026/27 - 01 CONSTRUCTION OF COMMUNITY HALL IN WARD 02

The community hall shall not be considered complete merely because the building structure is standing. Completion requires the integration of the building, services, finishes, external works, accessibility, safety systems, drainage, community participation requirements, testing, snagging and documentation.

This specification is to be used together with the approved drawings, Bill of Quantities, applicable standard specifications and Conditions of Contract. Where the project drawings contain specific dimensions or technical requirements, those approved requirements shall govern.

The Municipality should ensure, before tender issue, that the final package includes the latest approved architectural, structural, civil, electrical and plumbing drawings, a coordinated BOQ, the applicable standard specifications, project-specific health and safety requirements, environmental requirements and the final community participation/local labour requirements.

CONSTRUCTION OF WARD 02 COMMUNITY HALL | TECHNICAL SPECIFICATION | Page

PORT ST JOHN'S LOCAL MUNICIPALITY | ENGINEERING SERVICES

APPROVAL / REVIEW

This document is prepared as a professional technical specification and scope-of-works basis for the Construction of Ward 02 Community Hall. It should be reviewed and approved by the Municipality's authorised professional and contract administration team before incorporation into the final tender documentation.

Prepared by	Engineering Services	Date: _____
Reviewed by	Technical / Professional Team	Date: _____
Checked by	Manager / Director: Engineering Services	Date: _____
Recommended by	Municipal Management	Date: _____
Approved by	Authorised Municipality Representative	Date: _____



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C3.5 Management

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C3.5.2 Features Requiring Special Attention	
C3.5.3 Workmanship and Quality Control	
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C3.5.1 Construction Program & Methods

a) Time for Completion and Program.

The Works shall be completed within 32 (Thirty-two) weeks, which period includes the normal days of inclement weather (as develop and maintain for the full duration of the contract, a Works Program, the purpose of which it will be to ensure that the work is carried out and controlled in such a way that the Contract is completed within the time stated in the tender or in the time extended by the Municipality in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, and restricted working space, the availability specified in Contract Data of this document), but is exclusive of the year end break, and special non-working days falling outside thereof.

The Contractor will be required to

of material, machines and labour into account during the tender stage and in compiling of a Construction Program.

b) Construction Program

The Contractor must submit his Construction Program within the time stated in the Appendix to the Tender. The program is subject to the Municipality's approval and remains so for the duration of the Contract.

This program shall be in the form of a Gantt bar chart or other time/activity form acceptable to the Municipality. The unit of measurement in respect of the time periods of activities will be weeks.

The program shall reflect at least the following information:

A description of each of the major activities to be carried out during the Contract and the sequence in which they will be done.

The programmed time for executing each activity.

The dependencies which exist between the various activities and whether these are time-related or resources-limited or both.

The critical path of activities on which final completion of the Works is dependent.

The amount of slack time for non-critical activities.

The following is a list of the main activities that the Contractor is required to indicate on his program which shall not be considered as being comprehensive but rather as the minimum information required by the Municipality. Sub-items shall be indicated as necessary to demonstrate the proper order of the Works:

- Establishment on site
- Surveying and setting out
- Site clearance and earthworks
- Foundations and ground floor construction
- Structural concrete and reinforcement



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- Masonry and wall construction
- Roof structure and roof covering
- Doors, windows and glazing
- Plastering, screeding, tiling and finishes
- Ceiling and internal work
- Plumbing, water supply and sanitary installation
- Sewerage, stormwater and drainage
- Electrical installation
- Fire, emergency and accessibility provision
- External works, site access, parking, paving and associated site development works

The following details shall also accompany the program:

Proposed number of working hours per day, working days per week, “pay weekends” (if any), and any proposed holiday or other shut down periods.

Schedule of proposed labor resources (giving a breakdown of Municipality’s /technicians, foremen, supervisions, artisans, skilled and unskilled labor) for each major activity.

Schedule of proposed plant resources (giving a breakdown of description and number of units) for each major activity.

If during the course of the Contract the progress of work falls behind on the program, or if the sequence of operations is altered, or if the program is deviated from in any other way, the Contractor shall within one week of being notified by the Municipality submit a revised program.

If the program has to be revised by reason of the Contractor falling behind his program, he shall produce a revised program showing how he intends to regain lost time in order to ensure completion of the Works within the Time for Completion as defined in the General Conditions of Contract, taking extension of time granted into account. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labor and plant on site, or by using the available resources in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the program or revised program shall be sufficient reason for the Municipality to take steps as provided in relevant clause of the General Conditions of Contract.

The approval by the Municipality of any program shall have no contractual significance other than that the Municipality will be satisfied if the work is carried out according to such program and that the Contractor undertakes to carry out the work in accordance with the program. It shall not limit the right of the Municipality to instruct the Contractor to vary the program should circumstances make this necessary.

It is in the Contractor’s interest to give as much information as possible about times allowed for construction as well as resource or other limitations on program times, since this program will form the basis for any contractual negotiations about extensions of time once the contract is commenced. Failure to comply with any of these requirements will entitle the Municipality to use a program



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based on his own assumptions to evaluate claims for extension of time for the completion of the work and/or for additional compensation.

Once approved by the Municipality in writing, this program shall be known as the Contract

Program and shall be revised only as described below. Minor revisions to the Contract Program may be introduced from time to time by mutual agreement between the Contractor and the Municipality. Should the Municipality require a major revision to the Contract Program for whatever reason, the Contractor shall be notified in writing and such revision shall be submitted for approval to the Municipality within two weeks of receipt of such notification.

If a revised program is issued, the effect on the initial critical path must be clearly indicated by the Municipality as must the steps required to be taken to ensure the completion of the contract within the stated Time for Completion.

The Contractor shall submit to the Municipality, at least three working days before each monthly site meeting, one paper print of the Contract Program with detailed programs (as described below) duly marked up to reflect the actual progress up to that date.

c) Reporting

The Contractor shall submit to the Municipality at least three days before each monthly site meeting a monthly progress report which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the Contract Program.
- (ii) Highlight activities running late, indicating what steps have (or will) be taken (e.g. reprogramming, additional plant and/or labor resources, etc.) to ensure that the specified date of completion is not overrun.
- (iii) Status report of all plant utilized on site.
- (iv) Status report of all labor resources employed on site.
- (v) Status report of all material on site.

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered for Preliminary and General items.

d) Methods

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

C3.5.2 Features Requiring Special Attention

a) Dealing with Water

The Contractor is responsible for the control of storm-water from adjoining areas, the site underground water seepage. No additional payment will be made in this regard and the costs involved in complying with this Clause will be deemed to be included in the various rates tendered.



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b) Survey Beacons

Benchmarks with levels and coordinates will be placed on site at commencement of the Works and formally handed over to the Contractor.

c) Record Drawings

As the Works proceed the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose. No separate payment will be made for this and it will be deemed to be included in the rates tendered for the relevant items.

Any information in the possession of the Contractor which is necessary for the Municipality's Representative to complete his "as-built" drawings must be submitted to the Municipality before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Municipality. The Municipality will supply any figured dimensions which may have been omitted from the drawings.

d) Safety

Since the construction occurs in a built-up area the Contractor must take the safety of the residents and their properties into account during the planning and execution of the Works. All open trenches, services, materials and machines must be protected and clearly marked

C3.5.3 Workmanship and Quality Control

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Municipality's, Foremen, Surveyors, Materials Technicians, other Technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Municipality for examination, the Contractor shall furnish the Municipality with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.



C3.5.4 Liaison with Local Authorities (if applicable)

The Contractor will have to liaise with Local Authorities regarding the following matters:

- a) Dealing with traffic.
 - (i) Locating existing underground services (including application for all necessary work permits and Way leaves).
 - (ii) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his Program of Work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the Local Authorities informed.

The Municipality or Employer must immediately be notified should the Contractor experience any problem regarding work which involves a Local Authority.



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C3.6 Annexes

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HEALTH AND SAFETY REQUIREMENTS

1. INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specification (also termed This Specification)

The Construction Regulations (July 2003) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

1.2 Purpose of the Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003) in order to prevent or as far as possible, reduce incidents and injuries.

This specification shall act as the basis for the drafting of the Principal Contractor's and Contractors' construction phase health & safety plans.

The Health & Safety Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons (including the public) potentially at risk may receive the same priority as other facets of the project e.g. cost, program, environment, etc.

1.3 Implementation of the Health and Safety Specification

This Health & Safety Specification forms an integral part of the contract, and the Principal Contractor is required to use it when drawing up his project-specific construction phase health & safety plan. The Principal Contractor must forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

2. HEALTH AND SAFETY SPECIFICATION

2.1 Scope

This Specification covers the requirements for eliminating and mitigating incidents and injuries on Contract No: **PSJLM-MIG-2026/27 – 02** for the **CONSTRUCTION OF WARD 02 COMMUNITY HALL**.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The Health & Safety Specification also makes provision for the protection of those persons other than employees.



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2.2 Interpretations

Application

This specification is a compliance document drawn up in terms of the Occupational Health and Safety Act No 85 of 1993 (OHSA) and is therefore binding. It must be read in conjunction with all other relevant legislation as noted previously.

Definitions

The definitions listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

2.3 Minimum Administrative Requirements

Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labor in writing before construction work commences. A copy of this notification must be held in the Contractor's health & safety file on site.

Assignment of the Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall make supervisory appointments as well as other relevant appointments in writing (as stipulated by the OHSA and Construction Regulations 2003), prior to commencement of work.

Competence of the Contractor's Appointed Competent Persons

The Contractor's competent persons for the various risk management portfolios must fulfil the criteria as stipulated under the definition of "Competent" in accordance with the Construction Regulations (July 2003).

Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Contractor shall have in his possession a letter of good standing with his Compensation assessor as proof of registration. Contractors shall hold proof of workman's compensation assurance Registration in the form of a letter of good standing and forward a copy to the Municipality.

Occupational Health and Safety Policy

The Contractor shall submit a Health and Safety Policy signed by his Chief Executive Officer. The Policy should outline the Employer's objectives as well as how they will be achieved and implemented by the Municipality.

Health and Safety Organogram



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The Contractor shall prepare an organogram, outlining the site management health & safety structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram must be updated when there are any changes in the Site Management Structure.

Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work. The assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include:

- a) A list of hazards identified as well as potentially hazardous tasks.
- b) A documented risk assessment based on the list of hazards and tasks.
- c) A set of safe work procedures (method statements) to eliminate, reduce and/or control the risks assessed.
- d) A monitoring and review procedure of the risk assessments as the risks change.

The Contractor shall inform, instruct and train his workers regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. This training should be carried out in the form of toolbox health & safety talks. Contractors must conduct their own toolbox talks and submit proof of these talks to the Contractor at least weekly.

The Contractor shall be responsible for ensuring that all persons who could be negatively affected by his operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (toolbox talk strategy to be implemented).

The Contractor must conduct risk assessments specific to his operations and forward a copy to the Municipality. The Contractor when required must report on the status of these risk assessments.

Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointments must be in writing.

The Health and Safety Representatives shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings. Health & Safety representatives are required as soon as an Employer has 20 or more employees on site (one for the first 20 employees, another for the next 30 and one more for every 50 or part thereof employees thereafter).



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Health and Safety Committees

The Contractor shall ensure that project health and safety committee meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Responsible Person (Section 16(2) person or CR 6(1) person), in accordance with the OHS Act 85/1993. Minutes of their meetings shall be kept on record and shall always be accessible to the Municipality or any other authorized representative.

Health and Safety Training

Induction

The Contractor shall ensure that all site personnel and undergo a site-specific health & safety induction training session before they start work. A record of attendance shall be kept in the health & safety file. A suitable venue must be available to house this training.

Awareness

The Contractor shall ensure that, on site, periodic toolbox health & safety talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement and submit proof to the Municipality.

Competence

All competent person must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control or carry out. This will have to be assessed on a regular basis e.g. training, evaluation, periodic audits by the Client, progress meetings, etc. The Contractor is responsible to ensure that competent persons are appointed to carry out construction work.

General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (July 2003). The Contractor shall ensure that all records of incidents/accidents, emergency procedures training, inspections, audits, etc. are kept in a health & safety file held in the site office (the file must include the Contractor's health & safety plan).

Health & Safety Audits, Monitoring and Reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Contractor is obligated



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to conduct similar audits at least monthly on all Contractors appointed by it and keep audit reports in his health & safety file. Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, made available on request.

Emergency Procedures

The Contractor must prepare a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel.
- Details of emergency services.
- Actions or steps to be taken in the event of specific types of emergencies; and
- Information on any hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to: fire, chemical spills; injury to employees; damage to material/equipment/plant; use of hazardous substances; bomb threats; major incidents/accidents; etc. The Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel. All media and other interest parties must be directed to the Client.

First Aid Boxes and First Aid Equipment

The Contractor shall appoint first Aider(s) in writing. The appointed First Aider(s) must be certificated.

Copies of valid certificates are to be kept on site. The Contractor must supply at least one fully stocked first aid box. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have their own trained, certified first aider on site at all times.

Accident/Incident Reporting and Investigation

Injuries are to be categorized into first aid; medical; disabling; and fatal. The Contractor must stipulate in his health & safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Contractor must investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries at least monthly.

Contractors must investigate injuries and accidents involving their employees and forward a copy of the investigation report to the Municipality forthwith. The Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly including man-hours worked for the month as well as the cumulative total.



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Hazards and Potentially Hazardous Situations

The Contractor shall immediately notify the Client, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

Personal Protective Equipment (PPE) and Clothing

The Contractor shall ensure that all site workers are issued and wear the correct and approved personal protection equipment (PPE). The Contractor shall make provision and keep adequate quantities of SANS approved PPE on site at all times according to the risk assessments. The Contractor shall clearly outline procedures to be taken when PPE or clothing is:

- Lost or stolen;
- Worn out or damage.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right and must therefore carry their own PPE.

Every Contractor is responsible for supplying the necessary PPE to his own employees. Labor Only Contractors appointed by the Contractor become the responsibility of the Contractor.

Occupational Health and Safety (OHS) Signage

The Contractor must provide adequate on-site OHS signage, including but not limited to: "No Unauthorized Entry", "Report To Site Office", "Site Office", "Beware Of Overhead Work", "Hard Hat Area". Signage must be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

Health & safety signage must be well maintained including weekly inspections, cleaning, replacement and repair.

Permits

Permits may include (but not limited to) the following:

- Public walkways, roadways.
- The securing of any permits in terms of the above will be the responsibility of the Contractor.

Contractors and Sub-contractors

The Contractor shall ensure that all Contractors appointed by it comply with this Specification, the OHS Act 85/1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the



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activities directly or indirectly. The Contractor, when appointing other Contractors as “Sub-contractors”, shall mutatis mutandis ensure compliance as if it was the Contractor.

Public and Site Visitor Health & Safety

The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only health & safety measures taken.

Both the Client and the Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

The extent of the site must be suitably displayed at all times with a limited number of access points which must be controlled to ensure safe access and egress. The access points must have adequate notices displayed (see items 2.3.18).

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. As per the Construction Regulations, a record of these “inductions” must be kept on site (attendance register)

Night Work (Before and After Hours)

The Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

Transport of Workers

The Contractor shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store the tools or equipment.
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Transport workers in LDV's (bakkies) unless they are closed/covered and have the correct number of seats for the passengers.

Construction Health & Safety Officer

A part-time construction health & safety officer (in terms of Construction Regulation 6.6) will be required. This should include at least one audit per month of the Contractor's activities. Apart from these audits, the



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Contractor must audit his health & safety plans, health & safety files and physical site conditions at least monthly, keeping the audit records in his health & safety file on site.

Penalties

Penalties may be imposed for ongoing non-compliance with the provisions of the Client's Health & Safety Specification and the Contractor's health & safety plan. The penalty procedure shall consist of a written warning with a compliance time frame. Failure to comply within the time frame stipulated will result in a R1 000 penalties per non-compliance item per day that the non-compliance persists.

2.4 Physical Requirements

The Contractor shall make provision in his tender for safeguarding of any excavations/trenches as per this specification. Excavations and trenches deeper than 0.5m must either be shored or battered back to a safe angle unless a competent person deems the excavation or trench to be safe (permission must be given in writing). Where any uncertainty exists, the decision of a professional Municipality or professional technologist competent in excavation work will be decisive.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift, and a record of these inspections is kept;
- b) Safe work procedures have been communicated to the workers.
- c) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
- d) Safe access is provided;
- e) No load, material, plant or equipment is placed or moved near the edge of any excavation or trench;
- f) The requirements as per Section 11 of the Construction Regulations are adhered to.

2.5 Plant and Machinery

Construction Plant

"Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment. The Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Contractor shall inspect and keep records of inspections and load tests of the construction plant used on site. Only authorized/competent persons may use machinery and the proper supervision must be provided.

Appropriate PPE and clothing must be provided and maintained in good condition at all times.

Vessels under Pressure (VuP) and Gas Bottles



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The Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate fire fighting equipment (Fire Extinguishers) on hand;
- Oxygen and acetylene bottles must be secured in an upright position and must not show signs of corrosion or damage.

Fire Extinguishers and Fire Equipment

The Contractor shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Wherever hot work is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures.

Hired Plant and Machinery

The Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS

Act 85/1993 and Construction Regulations (July 2003) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file.

Scaffolding/Working in elevated positions

Working at heights includes any work that takes place in an elevated position. The Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. All scaffolding must comply with the requirements of SANS 085-2000.

Scaffolding must be declared safe for use by a competent scaffold inspector who must complete the scaffold register. Inspections must then be carried out weekly, after bad weather, after any alterations, after an incident, and before dismantling. The Contractor must keep all scaffold inspection registers on site.

Working in elevated positions requires the preparation of a fall protection plan. The plan must include a risk assessment and method statements/safe work procedures. All persons working in elevated positions must



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be evaluated for physical and psychological fitness. All persons working in elevated positions must be trained and records of this training must be kept on site. All opening, edges, and the like must be adequately guarded.

Work from elevated positions may only be conducted as if it were being conducted from a safe ladder or safe scaffold.

Where fall prevention or fall arrest devices are being used, the correct devices must be used for the purpose and they must be properly maintained. Workers must be trained into the use and maintenance of the fall prevention and arrest equipment/devices.

All scaffolding platforms above 1.5m from the ground must be complete with guard rails and toe boards and must be fully boarded as per the requirements of general-purpose scaffold platforms (5-board platforms).

Mobile scaffolds may not exceed 3 x their minimum base width in height and must be adequately boarded as per their loading requirement (no less than 3-board wide). Mobile scaffolds and static frame towers must be erected as per the manufacture's requirements (copies of these erection specifications/data sheets must be available on site).

Lifting Machines and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banksman;
- To direct lifting operations and check lifting tackle;
- Tower crane bases have been approved by an Municipality;
- Load test certificates are kept in the health & safety file;
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

Ladders and Ladder Work

The Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.



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Stepladders must be safe for use, must be the correct height for the task and the top two rungs may not be used. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

General Machinery

The Contractor must ensure compliance with the Driven Machinery Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

Electrical Installations and Portable Electrical Tools

The Client must ensure that the Contractor is made aware of the positions of all electrical power lines. The Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations and the Construction Regulations (CR 22).

The Contractor shall carry a copy of the Certificate of Compliance for his electrical power supply. All temporary electrical installations must be inspected at least weekly. Portable electrical tools and equipment must be visually inspected daily with inspection records kept monthly. Records of these inspections must be kept on site.

2.6 Occupational Health

Occupational Health

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure these hazards. Prevent inhalation, ingestion, absorption and noise induction.

Welfare Facilities

The Contractor must supply sufficient toilets (1 toilet per 20 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provide. Waste bins must be strategically place and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belonging and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with adequate, sheltered eating areas.

Alcohol and other Drugs



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No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Superior concerned and a copy of the disciplinary action must be forwarded to the Contractor for his records.



ANNEXURE A

HEALTH AND SAFETY SPECIFICATION (HSS)

The Contractor must submit compliance with Annexure A within one working week (5 working days) of receiving the Order to Commence

HSS ITEM NO.	REQUIREMENTS	OHSa REQUIREMENTS	SUBMISSION DATE
2.3.1	Health and Safety Plan	Constructions Regs	Within two weeks
2.3.2	Notification of intention	Complete Schedule 1 (Construction Regs)	Before commencement on site
2.3.3	Assignment of Responsible Persons to Supervise Construction Work	OHS Act (Section 16.2) & Construction Reg 6	Before commencement on site
2.3.4	Competence of Responsible Persons	OHS Act (Section 16.2) & Construction Reg 6	Together with Health and Safety Plan
2.3.5	Compensation of Occupational Injuries and Diseases – proof of registration	COIDA	Together with Health and Safety Plan
2.3.6	Occupational Health and Safety Policy	OHS Act	Together with Health and Safety Plan
2.3.7	Health and Safety Organogram	Client Requirement	Together with Health and Safety Plan
2.3.8	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction Regs	Together with Health & Safety Plan



ANNEXURE B

ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

The Contractor shall make the following appointments: (further appointments could become necessary as the project progresses).

ITEM	APPOINTMENT	OHSA REFERENCE	REQUIREMENT
B1	CEO Assignee	Section 16(2)	A competent person to assist with the onsite H & S overall responsibility – Contractor's Responsible Person
B2	Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
B3	Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
B4	Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H & S in reference to plant, machinery and Health & Safety persons in the workplace.
B5	Incident Investigator A	GAR 8	A competent person to investigate incidents / accidents on site and could be: - The employer - H & S Representative - Designated person - Member of the H & S - Committee
B6	Risk assessment coordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Contractor.
B7	Fall protection plan coordinator	CR 8	A competent person to prepare and amend the fall protection plan.
B8	First Aiders	GSR 3	A qualified person to address all on site first aid cases.
B9	Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
B10	Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record
B11	Temporary electrical installations inspector	CR 22	A competent person to control all temporary electrical installations.
B12	Construction Safety Officer	CR6	A competent person to fulfil the functions as set out in 2.3.24 of the HSS.



ANNEXURE C

GENERAL COMPLIANCE REQUIREMENTS

The Contractor shall comply with but not be limited to the following requirements. Report in writing on these to the Client at progress meetings or at least monthly which ever is sooner.

ITEM	WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT AND DATE
C1	Construction-phase Health & Safety Plan	Monthly review	Contractor to report on status of health & safety plans – monthly	
C2	Health & Safety File	Open file when construction begins and maintain throughout	Have file on hand at meetings. Contractors to report on their file at monthly health & safety meetings	
C3	OHS Act and Relevant Regulations	Monthly review	To be kept in the health & safety file on site	
C4	Induction Training	Every worker before he/she starts before	Attendance registers to be kept.	
C5	Awareness Training (Toolbox talks)	At least weekly	Attendance registers to be kept.	
C6	Health & Safety Meetings	Monthly	Meeting minutes to be kept.	
C7	Health & Safety Rooms	Monthly	Report covering: • Incidents/accidents and investigations • Non conformances by employees & Contractors • Internal & External H & S audit reports	
C8	Emergency procedures	Monthly evaluation of procedure	Table procedure in writing as well as telephone numbers	
C9	Risk assessments	Updated and signed off at least monthly	Documented risk assessments	
C10	Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) reviewed and signed off	



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C11	General Inspections	Daily and weekly	Report OHS Act compliance: - Excavations - Portable electrical tools Temporary electrical installations - Materials hoist	
C12	General Inspections	Monthly	Ladders	
C13	General Inspections	3-monthly	- Lifting tackle - Oxy-acetylene cutting & welding sets - Fall prevention and arrest Equipment	
C14	Covid19 inspections	Daily and weekly	Report on OHS Act compliance: - Screening and recording of workers and visitors' temperatures on daily basis - Mask and sanitizing of Equipment and Transportations	



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ANNEXURE D

TASK ORIENTATED RISKS

RATING	TASK/SITUATION	PERSONAL PROTECTIVE EQUIPMENT	RISK TO SAFETY	RISK TO HEALTH	PREVENTATIVE ACTION	RISK TO ENVIRONMENT
High	Work in trenches and excavations	Safe footwear	Trench collapses, engulfment, sprains		Trench walls to be safely battered to natural angle of repose or properly shored	Excavated material to be disposed of in accordance with approved method
Low	Concrete Work (foundations)	Overalls, hard hats, safety shoes, aprons, goggles	Caving in of unshored sides Personnel & equipment falling in	Chemical reaction in wet cement causes Dermatitis	Barrier creams should be made available to personnel	Spillages into ground water
Medium	Brick work (General)	Overalls, hard hats, safety shoes, gloves		Twisting and straining of back muscles while lifting blocks	Training in manual handling Use of lifting equipment	
Medium	Cement and Concrete Mixing	Overalls, hard hats, safety shoes, gloves, earmuffs		Ingestion, Inhalation of Cement Contact with skin may cause Dermatitis		Training, correct use of PPE Barrier creams
High	Handling of Cable Drums	Overalls, hard hats, safe shoes, gloves	Dropping or falling of drums, rolling in wrong direction	Severe injury or death	Training and supervision by experienced supervisor	



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TASK ORIENTATED RISKS (Continued)

High	Ladder Usage	Hard hats, safety shoes	Falls		Training, pre-use checks, monthly inspections, correct length for task, secure at top and bottom, skidpads on ladder, use both hands to climb	
High	Falls (on the ground)	Hard hats, safety Shoes	Injuries and bruises		Training, good house keeping	
High	Electrical Installations	Overalls, hard hats, safety shoes, gloves etc.	Exposed switches and wires Cables lying in pools of water Un-insulated cables and wires		Tidy up all wires and cover Suspend all cable above ground Regular inspections and maintenance	
Medium	Load & Unload by Hand	Gloves	Back and hand injuries		Training, clear task communication	



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EQUIPMENT RISKS

RATING	TASK/SITUATION	PERSONAL PROTECTIVE EQUIPMENT	RISK TO SAFETY	RISK TO HEALTH	PREVENTATIVE ACTION	RISK TO ENVIRONMENT
Medium	Electric Drill	Overalls, hard hats, safety shoes	Eye injuries, general injuries, electrical shocks		Training, only competent user, pre-use check, monthly inspections, work piece secure	
High	Angle Grinder	Overalls, hard hats, safety shoes, goggles	Electrical shocks, severe injuries		Training, only competent user, pre-use check, monthly inspections, work piece secure	
Medium	Extension Leads	Hard hats, safe shoes, goggles	Electrical shocks, trips and falls		Training, pre-use inspection, maintain	
High	Hand Tools	Overalls, hard hats, safety shoes, goggles, aprons	Cuts, bruises		Training, use correct tool for the task, sharpen tools, inspections	
High	Driving Vehicles		Accidents Passengers Un roadworthy vehicle Driver Road and weather conditions Other road users		Licensed drivers only, obey rules Seated not leaning on opening sides Inspections of vehicle Fit to drive, sober Reduce speed, be alert Be aware, be alert	



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PHYSICAL RISKS

RATING	TASK/SITUATION	PERSONAL PROTECTIVE EQUIPMENT	RISK TO SAFETY	RISK TO HEALTH	PREVENTATIVE ACTION	RISK TO ENVIRONMENT
Medium	Noise (General Machinery)	Ear plugs, earmuffs		Noise induced hearing loss	Training of personnel Designate noise areas	Noise pollution
Medium	Vibration (General Machinery)	Ear plugs, earmuffs, gloves		May result in kidney complications	Training, rest breaks	
Medium	Bad Lighting		Injuries, falls, death		Adequate lighting Emergency lighting	
High	Fire Prevention	Overalls, hard hats, safety shoes, aprons	Combustible refuse: paper & plastics Flammable liquids: petrol, diesel, etc Electrical equipment		Training, housekeeping, segregated storage of materials	



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ERGONOMIC RISKS

RATING	TASK/SITUATION	PERSONAL PROTECTIVE EQUIPMENT	RISK TO SAFETY	RISK TO HEALTH	PREVENTATIVE ACTION	RISK TO ENVIRONMENT
Medium	Visual Workplace		Falls from heights Materials falling from heights Tripping over materials		Housekeeping	Noise pollution
Medium	Awkward Postures		Back injuries, etc.	Health complications from unnatural postures	Sufficient access to areas	
High	Heavy Manual Lifting		Back injuries, etc		Training in SWP's Use of lifting equipment	



ANNEXURE E

ACKNOWLEDGEMENT OF RECEIPT

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I, _____

Representing _____ Contractor

have satisfied myself with the content of the Health and Safety Specification and shall ensure that the Contractor and his personnel comply with all obligations / requirements in respect thereof.

Signature of Contractor

Date

Signature of Client/Client's Agent

Date

Comments:-----



ANNEXURE F

CONTRACTOR'S MONTHLY INCIDENT / ACCIDENT STATISTICAL REPORT

PROJECT : **CONTRACT NO.: PSJLM-MIG-2026/27 – 05**
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CONTRACTOR : _____

MONTH													
A) INJURY TYPES													
1. Fatal incidents													
2. Disabling Incidents													
3. Medical Incidents													
4. First Aid Incidents													
B) INCIDENT TYPES													
1. Vehicle Incidents													
2. Environmental Incidents													
3. Damage to Property Incidents													



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4. Public Incidents												
5. Electrical Contract Incidents												
6. Near-Miss Incidents												



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Part C4: Site information

Contents	Pages
C4.1: Site Information	
C4.2: Reduced Tender Drawings	



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C4.1 Site information

A topographical level survey of the site was undertaken, and its information is contained on the Tender Drawings supplied with this document.

The available geotechnical information for the Community Hall development site indicates material dominated by slightly moist, dark-brown, stiff, micro-shattered, silty sand with residual dolerite in other sections. Tenderers shall verify the site conditions and shall read this information together with the approved geotechnical and tender drawings.

The above paragraph is only given as a guideline, and prospective Tenderers shall also acquaint themselves with the nature of ground and subsoil conditions.

Tenderers are expected to make their own assessment of the site, site access, geotechnical conditions, services etc. before submitting tenders. No claims for extension of time or additional compensation of any kind will be entertained if it is found (in the opinion of the Engineer) that such claims are the result of a lack of knowledge of the site conditions where such conditions could and would have been reasonably foreseen by a suitably qualified and competent person carrying out an investigation of the site.



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C4.2 Tender Drawings