FWQ52/2026/2027
HIRING, DELIVERY/COLLECTION AND MAINTENANCE OF CHEMICAL FLUSH TOILETS IN VARIOUS BEACHES IN MOSSEL BAY MUNICIPALITY

CLOSING DATE: 23 OCTOBER 2026	CLOSING TIME: 12h00

NAME OF BIDDER*(Registered Name)	
TRADING NAME*(if different from above)	
ADDRESS*	
TELEPHONE NUMBER*	
CELLPHONE NUMBER*	
E-MAIL ADDRESS*	
CENTRAL SUPPLIER DATABASE REGISTRATION NR*	
B-BBEE LEVEL OF CONTRIBUTION*	
LOCALITY **(Municipal Area/Province where Business is Located) ***	
CIDB REGISTRATION NR* (if applicable)	
TENDER AMOUNT (VAT included) *	

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Mossel Bay Municipality
PO Box 25, Mossel Bay, 6500

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SECTION 1.1: INVITATION TO QUOTE

CLOSING TIME: 12:00 **CLOSING DATE: 23 OCTOBER 2026**

FWQ52/2026/2027: HIRING, DELIVERY/COLLECTION AND MAINTENANCE OF CHEMICAL FLUSH TOILETS IN VARIOUS BEACHES IN MOSSEL BAY MUNICIPALITY

Annual formal written quotations are hereby invited from service providers for the hiring, delivery/collection and maintenance of chemical flush toilets in various beaches in Mossel Bay for the period from date of appointment up until 30 June 2027.

Annual formal written quotations must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the quote. Enquiries pertaining to the specifications can be addressed to Mr. Francois Nieuwoudt at telephone (044) 606-5144 or e-mail at fnieuwoudt@mosselbay.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Mr E Chandler at telephone (044) 606-5196 or e-mail at echandler@mosselbay.gov.za.

A set of formal written quotation documents can be obtained at a non-refundable cost of R280.00 per set from Mrs C Muller who may be contacted at telephone (044) 606-5199 or e-mail at cmuller@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the formal written quotation document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za),** prior to collecting and proof of payment must be provided when collecting the formal written quotation document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

Fully completed formal written quotation documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 30 October 2026** or be courier to reach the **Tender Box, Mossel Bay Municipality, 101 Marsh Street, Mossel Bay,6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

Responsive bids will be evaluated on the 80/20 Preference Points System. A maximum of 20 points (80/20 preference point system) will be allocated for specific goals. 50% of the 20 points will be allocated in terms of a bidder's B-BBEE scorecard and other 50% of the 20 points will be for a bidder's locality.

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late formal written quotations or formal written quotations submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation of a formal written quotation and/or to re-advertise or to reject any formal written quotation or to accept a part of it. The Municipality does not bind itself to accepting the lowest formal written quotation or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award formal written quotations to Bidders who are not registered on this Database.

MR C PUREN
MUNICIPAL MANAGER

SECTION 1.2: CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) available on the National Treasury website http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/ will be applicable to this formal written quotation as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of quotation documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail. Please ensure that note is taken of the content of the GCC.

1.2.2 Acceptance or Rejection of a Quote

The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to reject any quote or to accept a part of it. The Municipality does not bind itself to accepting the lowest quote or the quote scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

1.2.4 Cost of Bid Documents

A set of quotation documents can be obtained at a non-refundable cost of R280.00 per set from Ms. Candy Muller who may be contacted at telephone (044) 606-5199 or e-mail at cmuller@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the bid document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za),** prior to collecting and proof of payment must be provided when collecting the bid document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

1.2.5 Registration on the Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award quotations to prospective suppliers who are not registered on this Database.

1.2.6 Completion of Bid Documents

(a) The original bid document must be fully completed and originally signed in black ink and signed by the authorised signatory to validate the quote. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned**. Failure to do so will result in the disqualification of the quote and will not be evaluated.**

(b) Bid documents may not be retyped. Retyped documents will result in the disqualification of the quotation and will not be evaluated.

(c) The complete original bid document must be returned. Material pages that are omitted from the tender document may result in the disqualification of the tender and the bidder will not be evaluated. The Municipality reserves the right to request immaterial pages that were omitted.

(d) No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the quotation automatically. Any ambiguity has to be cleared with contact person for the quotation before the quotation closure.

(e) The bid document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted bid document by a bidder and the bid quotation document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

(a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

(a) When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

(b) A bidder will be non-responsive, if the CIDB status of the bidder indicates suspended or inactive or deregistered on the day of evaluation.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the quotation closure date must accompany the bid documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the bid document.

(c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the bid document, which indicates that the rental includes their municipal rates and taxes. If the lease agreement indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the leased premises indicated must also be submitted.

(d) If a bidder and its director's/members, do not own any property, they must submit the following:

(i) Affidavit from the bidder and its director's/members, that they do not own any property;
(ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.

(e) If a bidder and its director's/members, lives outside of South Africa, an affidavit must be submitted.
(f) If a bidder or its director's/members, lives outside of South Africa, an affidavit must be submitted by the Company.

1.2.9 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified and will not be evaluated.

(d) If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified (in the advert), are **compulsory.** Bids will not be accepted from bidders who have not attended the compulsory site or information or online briefing meetings. Bidders that arrive or log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All bidders, including **ALL THE PARTNERS OF A JOINT VENTURE,** must attend the compulsory site or information or online briefing meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the bid document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher/more or lower/less. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Friday, 23 October 2026.**

OR

(b) be courier to reach the **Tender Box, Mossel Bay Municipality, 101 Marsh Street, Mossel Bay,6500** before the specified closing date and time.

(c) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Mossel Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Mossel Bay Municipality, it should do so in writing to the Mossel Bay Municipality. Any effort by the firm to influence the Mossel Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative offers will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

1.2.17 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of bid documents.

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2007 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management and the current Municipal Preferential Procurement Policy.

1.2.19 Contract

The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed bid document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

(i) the provision of labour, or
(ii) the purchase of materials which are in accordance with the Contract, or
(iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.22 Extension of Contract

The Municipality reserves the right to negotiate the extension or expansion of a contract with the successful bidder should additional funds become available. This prescribed process in terms of legislation must be followed prior to any agreement being concluded and the vesting of any rights.

1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety, guarantees and retentions.

1.2.24 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors, principle shareholders or members have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors, principle shareholders of members influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors, principle shareholders or members offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS

1.2.26.1 Proof of B-BBEE Status Level of Contributor:

(a) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

(b) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act, as indicated below:

- **If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- **If certificate was issued by an Auditor/ Accounting Officers:**

  The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- **If the certificate was issued by registered auditors approved by IRBA**

  Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

1.2.26.2 Proof of Locality in a Specific Province, Region and Municipal Area

(a) Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).

(b) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.

(c) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within Mossel Bay municipal area	Points for enterprises within Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4

(d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
  (i) Municipal Account of bidder's address as indicated in bid document;
  (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.

(iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
(iv) In instances below R30 000 the address as specified within the Central Supplier Database will be utilized for identification of the specific goal and the points will automatically be added to the preference point system. The Municipality however reserves the right to also request supporting evidence.
(v) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

1.2.27 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget. These negotiations can be done prior or after the final award.

1.2.28 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;

(a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
(b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
(c) Joint venture will only qualify for points for Locality as a legal entity, provided that the entity submits the address of the Lead Partner as per the Joint Venture agreement.
(d) If the joint venture division is 50/50 the points will be allocated according to the closest address.
(e) All members of the Joint venture must submit, with the bid documents:
- a valid SARS tax pin, individually;
- an agreement that clearly provides clarity of Profit and liability sharing; and
- a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed on pages 45-47**.**

(f) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.29 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr. Francois Nieuwoudt at telephone (044) 606-5144 or e-mail at fnieuwoudt@mosselbay.gov.za.

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SECTION 1.3: SPECIAL CONDITIONS

(a) In the event of Non- or Poor Performance of Service Providers/Suppliers, it will be dealt with in terms of Section 43 of the SCM Policy.

(b) Penalties services/items will be done will be dealt with in terms of section 22 of the General Conditions of Contract as stated below. Also refer to paragraph 1.1.2, Section 1.2: Conditions and Information.

"22. Penalties

22.1 Subject to GCC clause 25, if the supplier fails to deliver any or all of the goods or to perform the services withing the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC clause 23."

(c) A preferred and alternative bidder may be appointed depending on the responsiveness of bidders.

(d) The successful bidder (preferred bidder) must confirm, in writing, within 24 hours after receipt of the order, that the required quantity per order can be delivered. Failure to respond or to make alternative arrangements with the relevant municipal official will result in cancellation of the order and the first alternative bidder will be used.

(e) The first alternative bidder must confirm, in writing, within 24 hours after receipt of the order, that the required quantity per order can be delivered. Failure to respond or to make alternative arrangements with the relevant municipal official will result in cancellation of the order and it will be deemed that the items cannot be delivered, and then three (3) quotations and/or other relevant procurement process will be followed.

(f) Payment of services/items will be done will be dealt with in terms of section 16 of the General Conditions of Contract as stated below:

(g) The Contractor shall not Subcontract any part of the Contract without prior written consent from the Municipality as per clause 1.2.20 of the Conditions and Information Section.

"16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier."

16.4 Payment will be made in Rand unless otherwise stipulated."

(h) Delivery must be within 5 working days or as agreed with the client after placement of an order, at the site within Mossel Bay Municipality area.

(i) Key Performance indicators

The following key performance indicators will be applicable to the successful bidder/s and will be measured after each order, to assess the performance:

- **Supplied in Terms of Specification**

Standard	Product/service delivered complies with specification set in tender/project document
Target	100 % achievement.
Proof of evidence	Product compared to specification as per FWQ

- **Service Quality Rating**

Standard	The Service supplied must be of a High Quality and according to the requirements set out in the Bid.
Target	100 % achievement.
Proof of evidence	Inspection of product or service by Municipal official

- **Delivery Time Frame**

Standard	Delivery must be within 5 working days after placement of an order or agreed.
Target	100 % achievement.
Proof of evidence	Delivery notes or any other proof of delivery

SECTION 2.1: SPECIFICATIONS

1. INVITATION TO QUOTE

Quotations are hereby invited from suitably qualified and experienced service providers for the supply, delivery, installation, servicing, maintenance, and removal of portable chemical flush toilets at various locations within the Mossel Bay Municipal area. The successful contractor shall provide all labour, materials, equipment, transport, supervision and additional services necessary to ensure the continuous operation and cleanliness of the portable toilet facilities for the duration of the contract period.

2. SCOPE OF WORK

The contractor shall:

- Supply portable chemical flush toilets in accordance with the specifications contained in this RFQ.
- Deliver and install all units at the specified locations.
- Ensure that all units are securely anchored and remain safe for public use under normal operating conditions.
- Service and maintain all units in accordance with the prescribed service schedule.
- Replenish consumables during every service visit.
- Remove and dispose of all waste in compliance with applicable legislation.
- Remove all units from site upon completion of the hire period.
- The above will form part of the hire cost per toilet unit.

3. PORTABLE TOILET SPECIFICATIONS

3.1 General Requirements

Portable toilets shall be installed on level ground and securely positioned to ensure safe operation and stability.
The toilet units must be adequately anchored to resist wind and prevent movement, overturning or displacement during adverse weather conditions.
All portable toilet units supplied and installed must comply with the specifications outlined in the successful quotation and shall be either:

- The standard approved unit; or
- An equivalent alternative approved by the Client.

3.2 Minimum Toilet Specification

Each portable toilet shall, as a minimum, include:

- Chemical flush toilet system.
- Non-slip floor surface.
- Lockable door with occupied/vacant indicator.
- Suitable ventilation system.
- Toilet seat and lid.
- Toilet paper dispenser.

- Hand sanitiser dispenser.
- Waste holding tank.
- Durable UV-resistant construction suitable for coastal environments.
- Internal lighting or translucent roof panel for daylight illumination.
- Unit identification number clearly displayed.

3.3 Servicing Requirements

The normal servicing frequency shall be **twice per week** and must be included in the pricing provided.
The contractor shall allow for:

- Pumping and disposal of waste.
- Cleaning and sanitising of toilet unit.
- Replenishment of chemicals.
- Replenishment of toilet paper.
- Replenishment of hand sanitiser.
- Inspection for damage and functionality.

Additional servicing requested by the Client shall be treated as a separate service and charged at the applicable additional service rate.

Season Period Servicing
During the peak season period, all units shall be serviced **three (3) times per week** in accordance with the service schedule contained herein.

3.4 Special Conditions
The suppliers must comply with the following conditions:
Chemical flush toilets must be provided as and when required.

- The toilets must be serviced two (2) times per week and provision must be made for ad hoc services as and when required.
- Mossel Bay Municipality will do their best to keep the unit safe, but the Municipality does not guarantee that the unit will not be vandalized. It is the responsibility of the Service Provider to always make sure that the units are in good condition and any repairs that are required are done within three (3) days of being reported.
- Weekly inspection of the units (condition) will be done by the Service Provider when the units are being serviced.
- Mossel Bay Municipality will not be held liable for damages to any unit.
- All workers of the Service Provider should be provided with PPE (overall, boots, hand gloves and dust musk)
- During progress of the work (servicing) and upon completion thereof, the site of the works shall be kept and left in a safe, clean and orderly condition.
- It is the Service Provider's responsibility to ensure full security against personal accident or injury to his workforce which are used for the work.
- The Goods shall be insured by the Service Provider all the time.

- Non-compliance with the above, during the contract period will result non-compliance and be dealt with in terms of paragraph (b) above and might lead to the cancellation of the contract.

4. SEASON PERIOD REQUIREMENTS

The information below details the required installation locations, quantity of units and servicing requirements during the season period. (Seasonal: December 2026 & January 2027)

a) The municipal project manager will establish preferred communication method – which included proof of work, etc.

i. Payment will only be for actual services done (POW – refer to point above).

b) The toilets must be serviced three (3) times per week, and provision must be made for ad hoc services as and when required.

i. **Services of the toilets must be concluded before the "start of the day", i.e. all toilets must be serviced before 08h00 in the mornings.**
ii. **Normal compulsory services on Mondays, Wednesdays & Fridays.**
iii. **Please note that some service days might fall on public holidays, it is imperative that the services must be executed at all times.**

c) Any ad-hoc service request must be done within 24hours of request.

d) All delivery of new Chemical Flush Toilets must be done within 24 hours of request

Season Period Schedule

Beach / Location	Estimated Units	Estimated Days
Boggomsbaai	2	25
Danabaai	1	25
De Bakke	4	25
Hartenbos	6	25
Riverside	1	25
Kleinbrak	1	25
Olckers Weg	1	25
Kusweg	6	25
Souwesia	10	25
Groot Brak	2	25
Die Eiland	3	25

5. SERVICE SCHEDULE

The service dates provided in the schedule are indicative only and may be amended by the Client to accommodate:

- Operational requirements;
- Public events;
- Festivals and holiday activities;
- Emergency situations; or
- Other unforeseen circumstances.

The Client reserves the right to request:

- Alternative servicing dates;
- Additional servicing visits;
- Emergency call-outs;
- Supplementary maintenance services; and
- Relocation of toilet units where operationally required.

6. CONTRACTOR OBLIGATIONS

The successful contractor shall:

- Provide contact details for emergency response services.
- Replace damaged or defective units within 24 hours of notification.
- Ensure compliance with all occupational health and safety requirements.
- Dispose of waste legally and at licensed disposal facilities.
- Keep all units in a clean, hygienic and fully operational condition throughout the hire period.

7. EVALUATION

Quotations will be evaluated in accordance with the Municipality's Supply Chain Management Policy and applicable procurement legislation. Selection will not be based on price alone, and consideration may be given to contractor experience, capacity, quality of equipment supplied, and ability to meet service requirements.

8. SERVICE LEVEL REQUIREMENTS AND PENALTIES

8.1 Service Delivery Requirements

The Contractor shall adhere strictly to the approved servicing schedule and shall ensure that all portable toilet units are serviced on the prescribed dates and frequencies specified by the Client.

Servicing shall include, at a minimum:

- Removal and legal disposal of waste;
- Replenishment of chemicals;
- Cleaning and sanitising of the toilet unit;
- Replacement of toilet paper and hand sanitiser;

- Inspection for defects or damage; and
- Confirmation that the unit is fully functional and fit for public use.

The Contractor shall maintain accurate service records and may be required to provide proof of servicing upon request by the Client.

8.2 Missed Service Visits
A service visit shall be deemed to have been missed when:
- A scheduled service is not completed on the required day;
- A scheduled service is only partially completed;
- The Contractor cannot provide satisfactory proof that the service was performed; or
- The service is completed more than twenty-four (24) hours after the scheduled service date without prior written approval from the Client.

8.3 Penalties

Should the Contractor fail to perform a scheduled service, the following penalties may be imposed:

First Occurrence
- No payment shall be made for the missed service.
- A written warning shall be issued.

Second Occurrence
- No payment shall be made for the missed service; and
- A penalty equal to **10% of the monthly invoice value** relating to the affected site(s) may be deducted.

Third and Subsequent Occurrences
- No payment shall be made for the missed service; and
- A penalty equal to **20% of the monthly invoice value** relating to the affected site(s) may be deducted.

8.4 Emergency Rectification

Where a missed service results in a hygiene risk, public complaint, event disruption or health concern, the Client may instruct the Contractor to undertake emergency rectification.
The Contractor shall respond within **6 hours** of notification.
Failure to respond within the prescribed period may result in the Client arranging the service through an alternative contractor. Any additional costs incurred by the Client shall be recovered from monies due to the Contractor.

8.5 Persistent Non-Performance
Where the Contractor:
- Misses three (3) or more scheduled services during a contract period;
- Fails to maintain acceptable cleanliness standards;
- Repeatedly fails to respond to complaints; or
- Demonstrates an inability to meet service requirements,

the Client reserves the right to:

- Issue a formal breach notice;
- Suspend further work;
- Appoint an alternative service provider at the Contractor's cost; and/or
- Terminate the contract in accordance with the conditions of contract and applicable procurement legislation.

8.6 Client Inspection

The Client reserves the right to conduct inspections at any time. If a unit is found not to have been serviced in accordance with the required standard, the service shall be regarded as incomplete and the applicable penalties may be enforced.

SECTION 2.2: PRICING SCHEDULE

2.2.1 Prices should be fixed for the period up to 30 June 2027. Should excessive increases occur, the successful bidder must inform the municipality in writing. The municipality will then reserve the right to obtain other quotations and/or cancel the contract.

2.2.2 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual quantity of services to be delivered. The quantities of services accepted and certified for payment will be used to determine payments due and not the estimated quantities given in the pricing schedule.

2.2.3 Prices should be inclusive of VAT and all other costs per month, including hiring of the unit, damage waiver, weekly service on unit, delivery & collecting costs.

2.2.4 The bid will be evaluated based on unit cost multiplied by the estimated quantities. **Please do not multiply the estimated quantities as it is only for evaluation purposes and will be used during the evaluation proses only. Bidders must submit a price for each line.**

2.2.5 Bidders are required to comply with the prescribed pricing schedule below. No pricing schedules other than the pricing schedule as stated will be accepted and **failure to adhere to this section will be seen as submitting a non-responsive bid.**

Rate per Chemical Flush Toilet

Item	Description	Estimate Quantity	Rate per Unit
1	Hire of a Chemical Flush Toilet per Day within the Mossel Bay Municipal Area (Inclusive of servicing as specified)	20	
2	Hire of a Chemical Flush Disabled Toilet per Day within the Mossel Bay Municipal Area (Inclusive of servicing as specified)	20	
3	Hire of a Chemical Flush Disabled Toilet per Day within the Mossel Bay Municipal Area (Season Period – Dec2026/Jan2027) (Inclusive of servicing as specified)	25	
4	Hire of a Chemical Flush Toilet per Day within the Mossel Bay Municipal Area (Season Period – Dec2026/Jan2027) (Inclusive of servicing as specified)	800	
5	Rate per additional service (As requested by client)	30	

PRICING REQUIREMENTS

The contractor shall be deemed to have familiarised themselves with the area, locations and site conditions and to have satisfied themselves as to the nature and extent of the work prior to submitting a quotation.

The submitted rates shall include, but not be limited to delivery, installation, servicing, maintenance, labour, materials, chemicals, consumables, transportation, supervision, waste disposal and VAT.

No additional claims arising from failure to familiarise themselves with site conditions, misunderstanding of the scope, or incorrect assumptions regarding the work will be considered

SECTION 3.1: MBD1: BID REQUIREMENTS FOR MOSSEL BAY MUNICIPALITY

PART A – INVITATION TO BID

INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER	**FWQ52/2026/2027**	**CLOSING DATE**	**23 OCTOBER 2026**	**CLOSING TIME**	**12h00**
DESCRIPTION	**HIRING, DELIVERY/COLLECTION AND MAINTENANCE OF CHEMICAL FLUSH TOILETS IN VARIOUS BEACHES IN MOSSEL BAY MUNICIPALITY**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)					

ORIGINAL COMPLETED BID DOCUMENTS TO BE **COURIER** TO REACH THE TENDER BOX BY CLOSING DATE TO:

The Tender Box
Mossel Bay Municipality
101 Marsh Street
Mossel Bay
6500

OR

ORIGINAL COMPLETED BID DOCUMENTS TO BE **DEPOSITED** IN THE TENDER BOX BY CLOSING DATE AT:

The Entrance of the Mossel Bay Municipality's Town Hall
101 Marsh Street
Mossel Bay
6500

SUPPLIER INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS AND CODE	
STREET ADDRESS	
TELEPHONE NUMBER	
ALTERNATIVE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	

TAX COMPLIANCE STATUS PIN			
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME'S & QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFENCE POINTS FOR B-BBEE)			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	YES	NO	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT	YES	NO	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?		YES/NO (if YES, enclose proof)	
ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED?		YES/NO (if YES, answer Part B)	
TOTAL NUMBER OF ITEMS OFFERED		Service/items to be ordered as and when required	
TOTAL BID PRICE			
SIGNATURE OF BIDDER			
DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	DEPARTMENT	Community Services
CONTACT PERSON	Mr. Edroy Chandler	CONTACT PERSON	Mr. Francois Niewoudt
TELEPHONE NUMBER	(044) 606-5196	TELEPHONE NUMBER	(044) 606-5144
E-MAIL ADDRESS	echandler@mosselbay.gov.za	E-MAIL ADDRESS	fnieuwoudt@mosselbay.gov.za

PART B – TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS AND ANY APPROPRIATE MUNICIPAL POLICY. 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.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

SECTION 4.1: MBD4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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 favoritism, 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.**
4. **Bidders are required to declare any change in directorship or membership during the term of this tender should it have had an influence on the award of the bid.**

4.1	Full Name of Bidder OR his OR her representative	
4.2	Identity Number	
4.3	Position occupied in the Company (director, trustee, shareholder[2])	
4.4	Company Registration Number	
4.5	Tax Reference Number	
4.6	VAT Registration Number	

4.7 The names of all directors/trustees/shareholder's/member, their individual identity numbers and state employee numbers must be indicated in number 4, below.	
4.8 Are you presently in service of the state	**YES/NO**
4.8.1 If so, furnish particulars ……..	
4.9 Have you been in the service of the state for the past twelve months?	**YES/NO**
4.9.1 If so, furnish particulars ……..	
4.10 Do you have any relationship (family, friend, other) with persons in service of the state and who may be involved with the evaluation and or adjudication of this bid?	**YES/NO**

4.10.1 If so, furnish particulars ……..	
4.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	**YES/NO**
4.11.1 If so, furnish particulars ……..	
4.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	**YES/NO**
4.12.1 If so, furnish particulars ……..	
4.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	**YES/NO**
4.13.1 If so, furnish particulars ……..	
4.14 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**
4.14.1 If so, furnish particulars ……..	

✱ *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.

5. Full details of directors/trustees/members/shareholders:

Full Name	Identity Number	State Employee Number	Income Tax Number

....

Signature Date

....
Position Name of Bidder

SECTION 4.2: MBD6.1: 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

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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 90/10 or 80/20 preference point system will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) 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	POINTS
PRICE	**80**	**90**
SPECIFIC GOALS	**20**	**10**
Total points for Price and SPECIFIC GOALS	**100**	**100**

1.5 Failure on the part of a tenderer to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The tenderer is however required to submit the proof or documentation required in terms of the specific goals. That documentation may be requested by the municipality.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Mossel Bay Preferential Procurement Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to 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.

4.3. 50% of the 20 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference
1	20	10
2	18	9
3	16	8
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

(a) A tenderer must submit proof of its B-BBEE status level contributor [scorecard].

(b) A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80-point formula for price; and scores 0 points for B-BBEE status level of contributor.

4.3.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1

B-BBEE Status Level of Contributor :

……

(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)

4.4. Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality)

(a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20 points will be allocated to promote the specific goal of locality.
(b) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within the Mossel Bay municipal area	Points for enterprises within the Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4

(c) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
(i) Municipal Account of bidder's address as indicated in bid document;
(ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.
(iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
(iv) In instances below R30 000 the address as specified within the Central Supplier Database will be utilized for identification of the specific goal and the points will automatically be added to the preference point system. The Municipality however reserves the right to also request supporting evidence.
(v) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above) : ……

(The address provided in 4.5 below, will be used to determine the locality as per 4.4 above)

4.5. MUNICIPAL INFORMATION

Municipality where business is situated : ……

Registered Account Number : ……

Stand Number : ……..

DECLARATION WITH REGARD TO COMPANY/FIRM

4.6. Name of company/firm……..

4.7. Company registration number: …….....

4.8. 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]

4.9. 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 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.

WITNESSES 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS: ……..

SECTION 4.3: MUNICIPAL RATES AND TAXES

Names of Directors/Partners/Senior Managers	Physical residential address of the Directors/Partners/Senior Managers	Residential Municipal Account number(s)	Name of Municipality

***Documentation as indicated in Section 1.2.8.2 must be submitted with the tender document.**

DECLARATION

I, THE UNDERSIGNED (NAME and SURNAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.4: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs……

acting in his/her capacity as ……..

of the business trading as ……

to sign all documentation in connection with FWQ52/2026/2027: HIRING, DELIVERY / COLLECTION AND MAINTENANCE OF CHEMICAL FLUSH TOILETS IN VARIOUS BEACHES IN MOSSEL BAY MUNICIPALITY

NAME OF MEMBERS/DIRECTORS	SIGNATURE	DATE

Note: If bidders attach a copy of their Authorised Signatory as per Section 1.2.9 of the tender document, it is not necessary to complete this form.

"If a bidder is a sole proprietor, it is not required to complete this form, provided that the tender document was completed and signed by the owner"

SECTION 4.5: MBD8: 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. wilfully 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).

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the audi alteram partem 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 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:		

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:		
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 ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

SECTION 4.6: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] 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 (MBD9) 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:

FWQ52/2026/2027: HIRING, DELIVERY/COLLECTION AND MAINTENANCE OF CHEMICAL FLUSH TOILETS IN VARIOUS BEACHES IN MOSSEL BAY MUNICIPALITY

(Bid Number and Description)

in response to the invitation for the bid made by:

MOSSEL BAY

(Name of Municipality / Municipal Entity)

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 bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] 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 the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

……	……
Signature	Date
……..	……
Position	Name of Bidder

[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.

SECTION 5: DECLARATION

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax Compliance Status Pin;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations,
   - Points claims in terms of specific goals for locality;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1. ……

2. ……

DATE: ……

SECTION 6.1: MBD7.1: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE BIDDER)

BOTH THE SERVICE PROVIDER/SUPPLIER (PART 1) AND THE PURCHASER/LESSEE (PART 2) MUST FILL THIS FORM IN DUPLICATE. BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER/SUPPLIER AND THE PURCHASER/LESSEE WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax Compliance Status Pin;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations,
   - Points claims in terms of specific goals for locality;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
   I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

4. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1. ……..

2. ……

DATE: ……..

SECTION 6.2: MBD7.2: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE PURCHASER)

1. I…… in my capacity as Director: Community Services accept your bid under reference number FWQ52/2026/2027 dated…… for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	**BRAND**	**DELIVERY PERIOD**	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	**LOCALITY**
HIRING, DELIVERY/COLLECTION AND MAINTENANCE OF CHEMICAL FLUSH TOILETS IN VARIOUS BEACHES IN MOSSEL BAY MUNICIPALITY					

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT MOSSEL BAY ON…….

NAME AND SURNAME (PRINT)
……..

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

DATE: ……..

SECTION 6.3: THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

---

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____

(Place)

(Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

FWQ 52/2026/2027: HIRING, DELIVERY, COLLECTION AND MAINTENANCE OF CHEMICAL FLUSH TOILETS

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

   In his/her capacity as _____

   and who will sign as follows: _____
   (SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

   (Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes ☐ No ☐
CIDB Registration Number(s), if applicable:	

Submit your Joint Venture Agreement together with this tender document. <u>If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.</u>

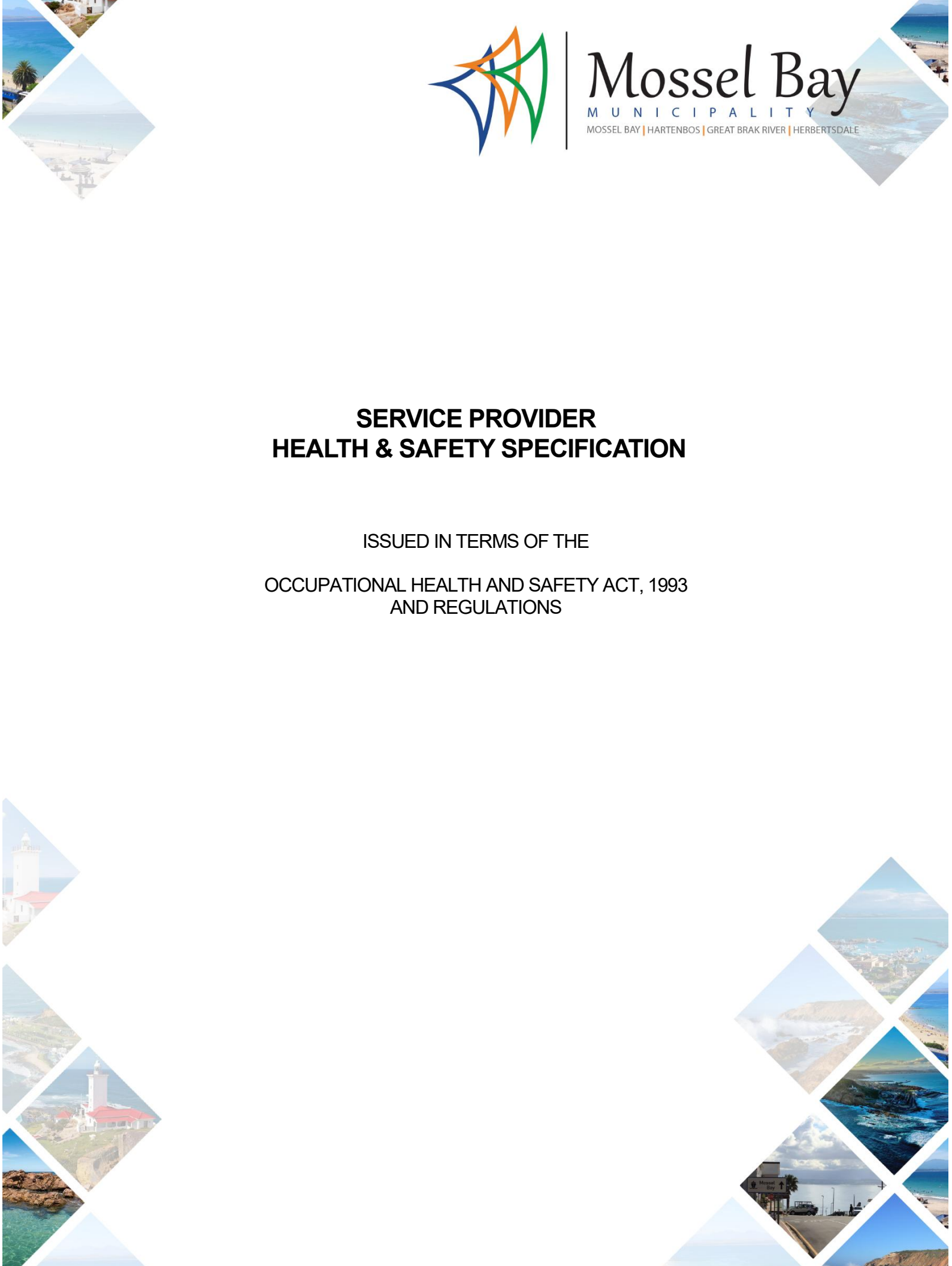
SIGNED ON BEHALF OF JOINT VENTURE _____

Mossel Bay
MUNICIPALITY
MOSSEL BAY | HARTENBOS | GREAT BRAK RIVER | HERBERTSDALE

SERVICE PROVIDER
HEALTH & SAFETY SPECIFICATION

ISSUED IN TERMS OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND REGULATIONS



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Definitions

For this Service Provider Health & Safety Specification, the abbreviations or definitions given hereunder shall apply:

- "SPHSS" this document, the Service Provider Health & Safety Specification
- "OHSA" the Occupational Health &Safety Act of 1993
- "OHS" means Occupational Health and Safety
- "R" may refer to a regulation of a particular regulation in context.
- "S" may refer to a Section in the Occupational Health & Safety Act of 1993
- "HIRA" – Hazard Identification and Risk Assessment
- "H&S" Health and Safety
- "Client" the Mossel Bay Municipality.
- "Regulations" the Regulations issued under the Occupational Health & Safety Act.
- "Site" the lands and other places, made available by the MBM for the purposes of the Contract, on, under, over, in, or through which the required service must be or carried out.
- "Services" means those ancillary functional services for the provision of services and supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance & other such obligations of the supplier covered under the contract.
- "Supplier" or "Service Provider" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the MBM.
- "sub-supplier" or "sub-service provider" would refer to those appointed by the "supplier" or "service provider" to aid in any manner to deliver the awarded contract.
- "MBM" means the Mossel Bay Municipality

Introduction to the Service Provider Health and Safety Specification

- This Service Provider Health & Safety Specification (SPHSS) is published in terms of the Occupational Health & Safety Act of 1993 (OHSA).
- The SPHSS does not replace the OHSA, Regulations, or any under legislation that may apply, but is a supplementary specification / guideline and requirement to ensure our compliance in terms of the OHSA. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.
- The Service Provider is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act and applicable Regulations and other legislation that may apply and ensure the implementation thereof.
- The MBM is committed to ensuring that the highest standards of health and safety prevail at the Municipality.
- It shall be known within the MBM as the Service Provider Health & Safety Specification or SPHSS.
- This SPHSS must be included in all tender documents for service providers.
    - It may be supplemented by a specific guideline which deals with health & safety issues relevant to that specific contract only.

Limitation of liability

- The MBM shall not be responsible for any acts or omissions of any Service Provider which may directly or indirectly result from the application of the SPHSS or any project specific version / guideline thereof. The service provider must communicate and discuss any uncertainties.
- Service Providers must always ensure that equipment, machinery, plant, and work practices are compliant to the legal requirements as may apply.
- Any other potential responsibility or alternative arrangement shall be dealt with in a Mandatary Agreement, as defined in Section 37(2) of the Act, or the contract. **Complete Annexure 3**

Purpose of the Service Provider Health and Safety Specification

- The purpose of the SPHSS is for the specification to be used as the standard on which Service Providers' H&S Compliance must be based. The SPHSS will be applicable on any contract within the MBM.
- This SPHSS shall be incorporated and considered when a bidder is reviewed.

Implementation of the Service Provider Health and Safety Specification

- This SPHSS forms an integral part of the Contract, and Service Providers are required to make it an integral part of their contracts with their Sub-Service Providers and suppliers. It will be disseminated by the MBM to persons responsible for the design of infrastructure, projects and SCM, who will ensure that it is included in the Tender Document(s) issued to prospective Service Providers.
- The prospective Service Providers shall allow in their tenders for the cost of Health and Safety and complying with the requirements of the OHS Act and regulations, other legislative requirements and the SPHSS or additional agreements as may be made.
- The Service Provider must provide the SPHSS to their Sub-Service Providers and suppliers.
- The **Service Provider** must **sign Annexure 1** of this SPHSS.
- When applicable, the **Sub-Service Provider** must **sign Annexure 2** of this SPHSS.

Scope

- This SPHSS covers the general requirements for addressing and mitigating Occupational Health and Safety related risks, problems, incidents, and injuries when delivering a service for the MBM.
- The scope addresses legal compliance, hazard identification and risk assessment, promoting a health and safety culture amongst those delivering a service for the MBM and those affected by the activities taking place in and around them.
- The SPHSS serves as a guided and is not limited, i.e., the Service Provider must add as may be necessary to ensure safety and compliance.

- The Service Provider is required to comply with the provisions of the OHSA, all applicable Regulations, other legislation, this SPHSS or additional agreements made.
- This SPHSS excludes any Construction Work.
- The MBM will monitor the Service Provider's compliance with the requirements of this SPHSS by conducting unscheduled site inspections / audits.

Compensation of Occupational Injuries and Diseases Act

- The Service Provider shall submit proof of registration as an employer, and proof of Good Standing with the Compensation Fund in terms of the COID Act, prior to starting the work.
- A copy of the valid Letter of Good Standing with the Compensation Fund, as per COID Act, must be included in the H&S File.

Method Statement

- The Service Provider shall ensure that a detailed Method Statement is developed.
    - conducted in terms of the awarded contract and required service(s) to be delivered.
    - That is site specific, based on the scope of work / service, and
    - Include the required plant, machinery, tools, and equipment and
    - Indicate if any sub-services / suppliers will be used and their scope.

Risk Assessment

- The Service Provider shall ensure that a hazard identification and risk assessment (HIRA) is developed based on the Method Statement provided above.
- The HIRA shall be:
    - conducted in terms of an acceptable and documented methodology.
    - Site specific based on the scope of work, covering the method statements and include the anticipated plant, machinery, tools, and equipment. (***See example Template A- HIRA Template)**
- HIRA of all activities shall form an integral part of the daily activities Health and Safety management and the foundation on which controls etc are based to effectively manage risk and ensure the health and safety of persons affected by your activities.
- You are reminded of your duties in terms of OHSA S8 and S9
- The HIRA must always be kept up to date and on site (in the safety file) and revised should there be a change in scope of work, an incident occurs or the request of the client or a DoEL inspector.
- As part of the HIRA process ensure to conduct pre-task safety observations and consider the daily conditions and ensure the necessary controls are in place. This must be communicated to the team present.

Service Provider's Health & Safety File

- The Service Provider shall submit a health and safety file (***as per Annexure 4***)
    a. Additional documents as may be required may be added at the end.

Cost of Occupational Health and Safety

- The service provider shall ensure to budget accordingly for the provision of necessary H&S compliance.
    - Example: PPE, Training, Medical Surveillance, Inoculations,

Induction

- The Service Provider must book and attend an induction session with the MBM OHS department.
- The Service Provider must also do their own induction and include records in their H&S File.
- Ensure to Communicate your Method Statement and HIRA with your team.

Health and Safety Training

- The service provider shall ensure compliance regarding the required training / competency to be in place as per legal requirements relevant to the scope of services delivered.
- Ensure that the supervisor and other applicable competent persons be familiar with the OHSA and applicable regulations.
    a. It is advised that all persons be made familiar with the act and applicable regulations so that they may better understand the requirements posed.
- Employees must receive communication on:
    a. Relevant specific method statements
    b. Site and scope specific hazard identification and risk assessment
    c. Other relevant / company specific safe work procedures / safe work instructions etc.

General Inspection, Monitoring and Reporting

- The Service Provider must ensure that the required inspection, monitoring, and reporting is carried out to ensure legal compliance and take appropriate steps to rectify any unsafe act or condition that is made known.
- Supervision must ensure that continuous competent monitoring of work takes place.
- Report any incident to the client OHS department.

Incidents

- All incidents must be recorded, investigated, and reported to the MBM OHS Department.
- A record of all incidents and investigations shall be kept in the health and safety file and be made available on request.

Audits / Compliance Management and Monitoring

- The service provider shall allow the MBM OHS department to conduct H&S inspections / monitoring visits to ensure compliance with the OHSA and cause an environment that is safe.

- The report will be provided, and the Service Provider must ensure corrective action taken to prevent re-occurrence.

Fire Precautions - and Fire Fighting Equipment

- The Service Provider shall ensure to manage fire risk appropriately.
- Monitor and inspect a workplace prior to start of activity and assess for fire / explosion hazards / risk and if required contact the MBM OHS Department or MBM Fire Department for assistance.
- Open fires are not allowed on site unless permission obtained from the MBM OHS Department / Fire Department.
- Smoking is prohibited unless in a designated area.
- Should "hot-work" be required, The Service Provider shall first obtain the required permission and ensure to provide suitable fire extinguishers, which shall be serviced regularly, in accordance with the manufacturer's recommendations.
    a. And that persons are available on site trained in the use and operation of fire extinguishing equipment.
- Combustible materials / substances may not accumulate on site.
- Hot work may only be done after necessary pre-cautions have been taken and a hot work permit may apply.

Personal Protective Equipment (PPE) and Clothing

- The Service Provider shall ensure that (based on the HIRA completed) every employee is issued with and wear the required SABS-approved PPE.
- All clothing must show the company name of the Service Provider.
- The Service Provider must ensure that each person is familiar with the use and limits of each PPE item issued to them.
- Ensure to monitor the use of PPE by the employees.
- Ensure that where any activity may affect other persons the same reasoning for PPE is applied, this includes visitors.

Occupational Health and Safety Signage

- The Service Provider shall display and maintain quality safety signage as may apply (as per the risk assessment) to warn others of the hazards due to their activity.
- The signage may include, but not be limited to:
    i. General warning
    ii. Access restrictions
    iii. Emergency phone number(s)
    iv. Minimum PPE to be worn.
    v. Where any overhead work / falling objects may occur, relevant warning signs must be displayed.

Supervision

- The Service Provider shall ensure that competent supervision is always present whilst services are delivered.
- The supervisor has means of communication and the necessary contact details.
- The supervisor to ensure compliance with this SPHSS, the OHSA and other applicable legislation.
- The Service Provider to bring to the attention of the client / MBM OHS Department of any incident, non-compliance, unsafe acts, or conditions and or challenges that they might experience.

Ladders – GSR 13A

- Should the use of ladders apply in term of General Safety Regulations 13A, The Service Provider must develop and communicate a safe work procedure to all their applicable workers.
- All ladders used to be fit for purpose, and
    - only be used for the purpose for which they are designed
- All ladders shall be maintained in a good and safe condition.
    - No homemade or hap hazard repairs shall be allowed.
- Ladders shall be compliant to the statutory requirements / safety standard as may apply.
- Ladders shall be inspected visually before use and monthly recorded on a register kept in the H&S File.
- A drop-zone or similar be identified under and around the ladder work to protect any person passing by.

Tools, Equipment, Plant and Machinery (Including Vehicles and Hired Plant)

- The Service Provider shall ensure that all tools, equipment, plant, machinery, vehicles whether owned or hired, complies with the requirements of the OHSA and applicable regulations, and is a in a good and safe condition.
- The Service Provider shall ensure inspections are done.
- As may apply only operated by a competent operator.

Hidden Services

- Before any drilling / digging and other activities that may expose a person, the Service Provider shall survey and identify (as far as reasonably possible) the work area for any hidden or visible services. This may include underground, surface or overhead, and
- Any damages and unsafe condition(s) shall be reported immediately to the MBM and OHS department
- Any work in the vicinity of such services shall prior to commencement require that the MBM relative department be informed via the MBM project manager.
- Consider access routes and notify Sub-Service Providers and suppliers accordingly.

Public Health and Safety

- The Service Provider is informed that the work for the MBM at times may have a direct impact and possibly directly expose public and or our staff. There are frequent visitors (as public) to our municipal premises and the Service Provider must ensure to safeguard any person or property that may be exposed due to the scope of work awarded.
- Service Providers are in their own entity as an employer obligated under the OHS Act Section 9 to ensure that persons are not exposed to hazards that may harm their health or safety.
    a. As the MBM we take pride in ensuring that we maintain a top-class standard that promotes good health and safety practices and will aim to always achieve this and thus require of each Service Provider to do the same.
- Public are at times inquisitive, and the Service Providers must therefore plan, apply and maintain:
    a. Competent supervision
    b. Appropriate health and safety signage.
    c. Effective and physical access restriction as may be necessary.
    d. Effective risk management – e.g., consider traffic, pedestrians, daily operations, weather etc.
- When work needs to be conducted on public roads, the service provider must ensure effective traffic management in accordance with the South African Road Traffic Signs Manuel, in particularly Volume 2, Chapter 13.
- Even though environmental laws apply, in the context of public health & safety your actions / activities that may affect the environment must also be accounted for. E.g., Illegal disposal of waste / rubble shall not be tolerated.
- Consider noise pollution to those in the vicinity and manage accordingly.

Night Work

- Night work (after 18:00 and before 06:00 the next day) may not be performed, unless authorised by the MBM, or if scope is for an inherent purpose of the awarded contract.
- Ensure a suitable specific HIRA is conducted for performing the task at night.
- The Service Provider shall ensure that adequate lighting is provided for all night work.
- All persons shall be issued with the required PPE.
- Ensure adequate lighting is provided – inclusive of warning lights.
- Consider noise pollution to those in the vicinity and manage accordingly.
- Consider low light conditions
- Consider traffic management
- Consider municipal by-laws.

Flammable liquids

- Should the need for flammable liquids arise, ensure compliance to GSR 4, and provide a suitable SWP for any related task / activity.
- No flammable substance must be stored / transported unless these are stored in an approved container fit for this purpose.
- Quantities must be limited to the minimum. Any excessive amounts must be declared and cleared with the fire department.
- No smoking around any flammable substances.

Hazardous Chemical Agent Management

- When applicable, ensure compliance with Regulations for Hazardous Chemical Agents, 2021
- With respect to Hazardous Chemical Agents used, the Service Provider shall ensure that: (when applicable)
    - A list of all HCA's are provided in the H&S File.
    - All SDS are included after the list.
    - Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S file.
    - That first aiders are made aware of first aid procedures
- No excessive amounts of an HCA be kept on site. I.e., no more than what is necessary at a particular time. Any excessive amounts must be declared and cleared with the fire department.

Emergency and First Aid Management

- The Service Provider shall ensure that in compliance with GSR 3 adequately trained first aiders and compliant first aid equipment is available.
- Unless a unique or uncommon risk / scope and type of emergency is anticipated the Service Provider may not by default rely on the emergency services of the municipality.
    - Should the assistance of the MBM emergency Services be anticipated it must be requested, discussed, and agreed to in writing and the right remains reserved.
- The MBM OHS Department and MBM Emergency Services, must be notified of any anticipated high-risk scope of work and serious emergencies.

COVID-19 Management

- The service provider must confirm to comply with the Code of practice Managing exposure to SARS-Cov-2 in the Workplace, and aid to assist us in best managing the SARS-COV-2 (COVID-19) spread by following requirements as may apply.
- At all times as best possible practices safe social distancing
- Educate and enforce mutual respect for the health of others. E.g., do not come to work if you are sick.
- Ensure all you workers are provided with and wear required PPE.
- Ensure to provide your employees with the required sanitisers.
- Manage COVID-19 according to the National Health Act (NHA), the Code of practice: Managing exposure to SARS-Cov-2 in the Workplace, and applicable regulations in conjunction with all other relevant legislation.
- Immediately notify the MBM OHS department should you have an employee that (has been to any of our "municipal areas") show COVID-19 like symptoms or test positive for COVID-19.

Penalties

- Penalty Fee for OHS Non-Compliance will amount to R2000.00 per incident to the maximum of 10% of the total Contract Value including VAT.
- OHS Penalty Fee of R2000.00 will be applicable per incident, per site, per day, per area, per works, per non-compliance incident.

- Penalty Fee issued by the MBM OHS Department Officer, will be deducted from the Payment Certificate issued for work completed

PLEASE TURN PAGE – ANNEXURES TO FOLLOW

Annexure 1 - SPHSS Acknowledgement

Acknowledgement by Service Provider

Service Provider Health and Safety Specification

issued in terms of the Occupational Health and Safety Act, 1993

SERVICE PROVIDER: _____

Project / Contract name: _____

Project / Contract number: _____

I, _____ (Name and Surname),

representing _____(The Service Provider)

have satisfied myself with the content of this Service Provider Health and Safety Specification and shall ensure that we, the Service Provider, and any sub-service provider / supplier comply with it.

_____ _____

Service Provider Date

Annexure 2 - SPHSS Acknowledgement (sub)

Acknowledgement by Sub-Service Provider

Service Provider Health and Safety Specification

issued in terms of the Occupational Health and Safety Act, 1993

Sub-SERVICE PROVIDER: _____

Project / Contract name: _____

Project / Contract number: _____

I, _____ (Name and Surname),

Representing _____(The sub-Service Provider)

have satisfied myself with the content of this Service Provider Health and Safety Specification and shall ensure that we, the sub-Service Provider, and any sub-service provider / supplier comply with it.

_____ _____

Sub-Service Provider Date

Annexure 3 - Signed Mandatory Agreement S37(2)

MANDATORY AGREEMENT
In terms of Section 37 (1) (2)
of the
Occupational Health and Safety Act (85 of 1993)

AGREEMENT BETWEEN:

Mossel Bay Municipality (MBM)

&
_____MANDATARY (Service Provider)

WITH Compensation Fund Policy Number: _____

FOR the following Project / Contract / Tender: _____

1. Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proved that-
    a. in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user.
    b. it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
    c. all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,
2. The employer or any such user himself shall be presumed to have done or omitted to do that act and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself; be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.
3. The provisions of subsection (1) shall "mutatis mutandis" apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

Definition of Mandatary (OHSA S1)
Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user.

AGREEMENT
In terms of the provisions of section 37(2) of the Occupational Health and Safety Act (85 of 1993)

I, _____(name) representing / acting for and on behalf of

_____(Mandatary) undertake to ensure that the requirements and provisions of the Act and all applicable regulations, the safety specification issued, and other agreements made are complied with.

_____
_____
Signature of Mandatory **Date**

_____
_____

Signature of MBM
Date

NB: Signature of this Agreement means that the Mandatory has read and understands the "Requirements of Mandatories" addendum attached.

REQUIREMENTS FOR MANDATORY / SERVICE PROVIDERS
ADDENDUM TO THE PRO FORMA "MANDATORY AGREEMENT"

As we are fully committed to the Health and Safety of persons, and to as far as is reasonably practicable comply with the requirements of the Occupational Health and Safety Act (85 of 1993) (OHS Act) and any other applicable OHS (Occupational Health & Safety) legislation and standards, we require of our Mandatories / Service Providers to:

1. Sign a written “Agreement with Mandatary” as required by Sect 37(1)(2) of the Act before commencing any work on site.
2. Ensure that all your employees receive the necessary Induction Training and have proof thereof in your OHS File.
   Note: You must ensure that all employees under your control are informed, instructed, and trained by a competent person regarding any hazard and the related work procedures before any work commences.
3. Provide the MBM OHS Department with your H&S File – *Note: You are responsible for providing your own legal safety documents and registers to comply with the requirements.*
4. Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available specific to the scope and your employees are informed of the content.
5. Provide the MBM OHS Department with written appointment of the person who is going to Supervise the Work. As per OHSA 8(2)(i)
6. If required - Provide the MBM OHS Department with written designation of your nominated Health and Safety Representative as per Section 17(1).
7. If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
8. If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4)
9. When working with Hazardous Chemicals, comply with Regulations for Hazardous Chemical Agents, 2021. *Note: Asbestos and Lead dealt with separately.*
10. Construction work is excluded and shall be dealt with separately in compliance with Construction Regulations, 2014.
11. When using Lifting Machines and Lifting Tackle, comply with DMR 18 *Note: You may be required to appoint a Banksman to control Lifting/Slinging operations*
12. When installing / repairing air-conditioning, comply with DMR 16.
13. When accessing fall risk areas – ensure to compliance with GSR 6 and 13A. Scaffolding comply with the requirements of SANS-10085 “Access Scaffolding”
14. When doing Electrical work, comply with the requirements of EIR and EMR Construction *Note: Provide copy of registration as required*
15. When working over or near (in close proximity to) Water, comply with Construction Reg. 26
16. Ensure that good Housekeeping, Stacking and Storage principles are applied.
17. Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion.
18. If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per requirements of Construction Reg. 10
19. When using Explosive Powered Tools, comply with Construction Reg 21
20. When Welding, Flame Cutting/Soldering, comply with GSR 9
21. When working in Confined Spaces, comply with GSR 5
22. You are required to comply with General Safety Regulations 2 and provide your employees with: personal protective equipment which will allow them to carry out their work in a safe manner.
23. Reporting, Recording and Investigations of Incidents or Occupational Diseases shall be done as per General Admin. Regulation 8 / 9 (Also see Sect 24 of the Act) – none the less always be reported to the MBM OHS Department.

24. You are required to provide proof of registration with the Compensation Commissioner/ Federated Employer(s) Mutual when signing this agreement. If you are not registered, we may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.
25. Manage SARS-COV-2 (COVID-19) as per the latest current legislation and comply with the requirements posed by the MBM.

Annexure 4 – Health and Safety File Index

1.	Contract Award Letter
2.	H&S File Review and Approval *Mossel Bay Municipality
3.	Signed Annexure 1 – (Service Provider H&S Specification Acknowledgment)
4.	Signed Annexure 3 – (Mandatory Agreement)
5.	COID Letter of Good Standing
6.	Scope of Work and Contract award letter
7.	List of Plant / Machinery / Tools / Equipment
8.	Method Statement
9.	Risk Assessment (Template A - HIRA)
10.	List of Persons + Appointment(s) + Competency + Induction
11.	Inspection Registers
12.	Incident Register / First Aid Dressing record / Investigation Reports etc.

Annexure 5 – EMERGENCY NUMBERS

EMERGENCY NUMBERS		
FIRE, RESCUE & DISASTER MANAGEMENT SERVICES	MBM	044 691 3722 044 606 5107 / 5121
AMBULANCE	By Grace EMS	063 675 1936
	ER24	084 124
HOSPITAL	Life Bay View	044 691 3718 044 601 1956
	Provincial	044 691 2011
	Great Brak Clinic	044 620 2288
POLICE (SAPS)	Mossel Bay	044 606 2805
	Da Gamaskop	044 606 2200/2201
	Kwanonqaba	044 606 5600
	Great Brak	044 620 8300
TRAFFIC DEPT (GENERAL)	MBM	044 606 5201
ELECTRICAL	MBM	044 606 5114
WATER	MBM	044 606 5278
GENERAL	MBM	044 606 5000
MBM OHS	M Lindoor / C Beukes	044 606 6261 044 606 5120

Template A – HIRA Template

TASK SPECIFIC RISK ASSESSMENT (HIRA)							
COMPANY:				**DATE:**			
SUPERVISOR:				**AREA:**			
SCOPE OF WORK (TASKS) TO BE PERFORMED:							
TOOLS / EQUIPMENT REQUIRED:							
PPE REQUIRED *(tick the box)*	Hard Hat	Safety Shoes	Gloves	Hearing protection	Eye protection	Dust Mask	Overall
	Other:						

Current Job - List Main Steps of Task?	**What are the Hazards or Risks involved?** *(What are the dangers or what can go wrong during each step?)*	**Classify the hazard/risk** *(High / Medium / Low)*	**Control Measures / Safe Work Procedures to follow during each step:** *(What must be done to prevent incidents or injury?)*
1.			
2.			
3.			
4.			
5.			

HIRA COMMUNICATION

- If the tasks or steps in the task change, this issue-based HIRA must be revised before proceeding with new/changed task.
- This signed attendance register must be attached to the HIRA applicable and include for each team / employee.

I hereby certify that the above items were checked and all employees under my supervision received communication on this HIRA / safe task instruction:

Service Provider Responsible Person:

SUPERVISOR / MANAGER NAME	**SIGNATURE**	**DATE**

HIRA COMMUNICATION

NAME & SURNAME	SIGNATURE	DATE