



**VICTOR KHANYE LOCAL MUNICIPALITY**

**COMPANY NAME:** .....

.....

**P O BOX:** ..... **CELL:** .....

**CONTACT PERSON:** ..... **TEL:** .....

..... **FAX:** .....

**RFQ: Q14/SS/2023/2024 APPOINTMENT OF A SERVICE PROVIDER TO CUT AND PRUNE OVERGROWN TREES; REMOVE & DISPOSE VEGETATIVE WASTE FROM SITE (RE-ADVERT)**

**REQUEST FOR QUOTATION Q14/SS/2023/2024 APPOINTMENT OF A SERVICE PROVIDER TO CUT AND PRUNE OVERGROWN TREES; REMOVE & DISPOSE VEGETATIVE WASTE FROM SITE (RE-ADVERT)**

**Procurement Less than R 200 000.00 (Including Vat)  
Publication on the Victor Khanye Local Municipality Notice Board/s & Website**

Victor Khanye Local Municipality invites suitable service providers to submit quotation on the goods and/ or services listed hereunder, on the available RQF form. Please furnish all information as requested and return your quotation document on the date stipulated.

<b>ADVERTISEMENT DATE</b>	03 APRIL 2024
<b>DEPARTMENT</b>	SOCIAL SERVICES
<b>RFQ NUMBER:</b>	Q14/SS/2023/2024 (RE-ADVERT)
<b>DESCRIPTION SERVICES REQUIRED</b>	Appointment of service provider to cut and prune overgrown trees; remove & dispose vegetative waste from site
<b>QUOTATION DOCUMENTS</b>	Quotation documents are available at room 33.
<b>SPECIFICATION DOCUMENT:</b>	The quotations specification herein are available from SCM Municipal Offices, Delmas, telephone number 013 6656000. Or can be downloaded from the Municipality's Website
<b>BRIEFING SESSION</b>	<b>NOT APPLICABLE</b>
<b>CLOSING DATE &amp; TIME:</b>	11 APRIL 2024 at 10:00
<b>ENQUIRIES:</b>	Mr Sabelo Masina at telephone number 071 265 8080 during office hours

Preferential Procurement Policy Framework Act, No. 5 of 2000 and as defined in the bid document, read in conjunction the Preferential Procurement Regulation, 2022 and Supply Chain Management Policy of Victor Khanye Local Municipality will apply in the adjudication process. The evaluation of the acceptable proposals will be conducted in the following two stages: A system that awards points on the basis of 80 points for proposal price and 20 points in respect of targeted goals.

Price should be VAT inclusive. A valid Tax Clearance Certificate, identification copy and company registration certificate, MBD1; MBD2; MBD4; MBD6.1; 6.2, 6.3 MBD8 & MBD9 and current municipal account/lease agreement must be attached. Failure to attach the requested documents will result in a bid being non-responsive.

Tenders duly, endorsed with the project number and description, must be placed in the tender box on or before 11 April 2024 at 10:00am at the Municipal Offices, Samuel Road, Delmas or could be posted to the undermentioned address to be received before the closing date and more information can be obtained from the contact person as specified above.

Quotation received after the closing date and time, faxed, completed with pencil or e-mailed will not be considered.

The Council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed. Bids completed in pencil will be regarded as invalid bids. Quotation should be valid for a period of not less than ninety (90) days. Appraisal of submissions will be done according to the Council's Procurement Policy. **Council reserves the right not to appoint.**

*If you do not hear from us within 90 days after the closing date, please consider your quotation unsuccessful.*

  
**TM MASHABELA**  
**MUNICIPAL MANAGER**

**MUNICIPAL OFFICES**  
**PO Box 6**  
**DELMAS 2210**

## FORM OF OFFER AND ACCEPTANCE

### FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

.....

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

**MBD 3.1:**

.....

.....Rand (in words);

R .....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature ..... Date .....

Name  
.....

Capacity  
.....

Name of organization  
.....

Address of organization  
.....  
.....  
.....

Signature of witness ..... Date .....

Name of witness  
.....

**\*Bidders have to complete the offer total of price in words as well as in figures**

## COMPULSORY REQUIREMENTS

**PLEASE NOTE THAT NOT SUBMITTING THE COMPULSORY DOCUMENTS WILL LEAD TO DISQUALIFICATION.**

1. Original Valid Tax Certificate

Please note that copies of tax clearance certificate are not valid as per SARS and they not be accepted by the Victor Khanye Local Municipality. Failure to provide the original valid tax clearance certificate will result on the quotation being disqualified.

2. Latest copy of rate and taxes together with a completed " Declaration on State of Municipal Accounts" form.(Attached)

Please note the following:

**Municipal account statement attached (with all applicable rates and taxes) should not be in areas more than 90 days as follows:**

- All Directors' municipal account as per CIPC must be attached.
- Registered office municipal account as per CIPC must be attached if there is a lease.
- A valid lease agreement signed by both parties must be attached with related municipal account where the registered office is located.

a) If the business is operated from the residence of one of the directors, a certified affidavit must be submitted stating the address of the business premises.

b) If the premises from where business is conducted or where a director is residing is leased, a copy of the lease agreement or an affidavit must be submitted.

3. **Every page of the quotation document must be signed or initialed by the authorized signatory and all attachments must stapled or binded to the document.**

4. Failure to complete the schedule of quantities as required.

5. The attached MBD 9 form (Certificate of Independent Bid Determination) must be completed and submitted with the quotation. If the MBD 9 form is incomplete or not attached the quotation will be disqualified.

6. The attached MBD 4 form (Declaration of Interest) must be completed and submitted with the quotation. If the MBD 4 is incomplete or no attached the quotation will be disqualified.

7. Both the MBD 4; 8 & 9 forms must be original for each quotation. No copies will be accepted. Both the MBD 4; 8 & 9 forms must be dated within the quotation period.

8. All prices alterations must be signed for by the Bidder confirming that such changes were made by the Bidder.

9. Please ensure that an Authority of signatory on the company's letter head or board of Directors resolution is signed and attached.

10. **Certified RSA I.D copy/ies of all the directors must be attached.**

11. **Certified copy of the Business registration Certificate (CIPRO) must be attached.**

15. Quotation received after closing date and time, faxed, completed with pencil, tipexed, incomplete document or e-mailed will not be considered.

**PLEASE NOTE THAT THE PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED.**

I HEREBY CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS.

SIGNATURE \_\_\_\_\_NAME&SURNAME\_\_\_\_\_

## CONDITIONS

1. All goods or service purchased will be subject to VKLM SCM Policy and Procedures. A copy of said condition is available from the SCMU office.
2. All purchase will be made through an official order form. Therefore no goods must be delivered or services rendered before an official order has been forwarded to and accepted by the successful Bidder.
3. To participate in the Municipal's Quotation process for the procurement of goods and/or services, vendors must get accredited and be registered on the Municipality's Suppliers Database. Supplier registration forms are available from the Supply Chain Management Unit. The Municipality is dealing only with the registered and accredited suppliers on its database.
4. All prices quoted must be Inclusive of Value Added Tax (VAT). Suppliers who are not registered for VAT will be treated as Non VAT Vendors.
5. Prices quoted must include delivery charges and goods must be delivered to the address indicated on the quotation page.
6. All prices submitted must be fir." Firm" PRICES ARE DEEMED to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
7. Quantities are given in good faith and without commitment to Victor Khanye Local Municipality. The Municipality reserves the right to increase or reduce the quantity to be in line with the set threshold for quotations prescribed in the SCM Policy.
8. **VKLM supports empowerment of the previously disadvantaged, females, local economic development and SMME's.**
9. **THE VICTOR KHANYE LOCAL MUNICIPALITY DOES NOT TAKE RESPONSEBILITY FOR ANY QUOTATION DEPOSITED IN THE WRONG BOX.**

I herewith confirm that I have read and understood the abovementioned requirements.

SIGNATURE \_\_\_\_\_NAME&SURNAME\_\_\_\_\_

# DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars. ....

<sup>1</sup>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.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.

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

3.13.1 If yes, furnish particulars.

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES/ NO

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number




.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

Preference points for this bid shall be awarded for: **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**

### 2. GENERAL CONDITIONS

- 2.1 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).
- 2.2 **To be completed by the organ of state**  
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
  - b) The applicable preference point system for this tender is the 80/20 preference point system.
  - c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 2.3 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.

## 2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 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.

## 3. 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;

“**rand value**” means the total estimated value of a contract in Rand, calcul

(c) 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).

## 4. 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where  $P_s$  = Points scored for price of tender under consideration

4.1

- (c) Price; and
- (d) Specific goals.

1.3.1 The maximum points for this bid are allocated as follows:

#### POINTS

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE	6	
GENDER	6	
DISABILITY	6	
RDP	2	

## EVALUATION CRITERIA

The tender shall be evaluated on a 80/20 preferential points system, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	6	A copy of a Full CSD report not older than 3 months

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY WOMEN OR MEN		
WOMEN OR MEN	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% women owned enterprise	6	A copy of a Full CSD report not older than 3 months
Men only owned enterprise	5	

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY PEOPLE WITH DISABILITY		
PEOPLE WITH DISABILITY	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% people living with disability shareholding or owned enterprise	6	A copy of a Medical Certificate to confirm disability

POINTS FOR IMPLEMENTING RDP PROGRAMMES		
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RDP	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
Corporate Social Investment (CSI)	2	Local / Social Labour plan proposition
<b>TOTAL PREFERENCE POINTS TO BE CLAIMED</b>	20	

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

### WITNESSES:

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

5. ....

DATE:.....

ADDRESS:.....

.....

.....

## **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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	<p><b><i>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</i></b></p> <p><b><u>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</u></b></p> <p><u>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</u></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>



4.7.1	If so, furnish particulars:
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**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**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(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<sup>3</sup> 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.

<sup>3</sup> 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.

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

## GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract is not included in this document and can be downloaded from the following website:

<http://www.treasury.gov.za/legislation/pfma/public%20entities/PFMA%20GCC%20July%202010.pdf>

The Supply Chain Management Policy (SCM) is not included in this document and can be downloaded from the following website:

[www.victorkhanyelm.gov.za](http://www.victorkhanyelm.gov.za)

**NOTE: PRICING SCHEDULE ON THE ADVERT MUST BE COMPLETED EVEN IF YOU SUBMIT/ATTACH A SEPARATE QUOTATION TO THE DOCUMENT.**

**FORM C : PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.**

Name of Bidder:..... Bid Number:.....

Closing Time:..... Closing Date:.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

# **APPOINTMENT OF SERVICE PROVIDERS FOR TREE CUTTING, PRUNING AND REMOVAL OF VEGETATIVE WASTE FROM SITE WITHIN VICTOR KHANYE LOCAL MUNICIPALITY AREA OF JURISDICTION AS AND WHEN REQUIRED.**

## **1. Introduction**

Victor Khanye Local Municipality (VKLM) intends to appoint a service provider to provide professional tree felling, pruning services and removal of vegetative waste from site, within VKLM area of jurisdiction.

## **2. Scope**

To provide all necessary transportation, supervision, labour, tools, equipment, services and expertise to apply to tree felling, pruning and removal of vegetative waste as directed in the specifications. The appointed service provider will supply/provide own tools, equipment and personnel required to cut, prune and removal of vegetative waste from site.

## **3. Background**

Victor Khanye Local Municipality has many trees, which need pruning to keep them from becoming a public hazard. Overgrown trees become a danger to public/private properties, encroach on power lines, block CCTV focus and form a low canopy over public roads.

## **4. Statement of Requirements**

### **4.1 General**

- 4.1.1 The Service provider must be familiar with and apply all standard practices as applied in the tree felling & pruning industry.
- 4.1.2 All work must be completed to the satisfaction of the Municipality represented by a designated official.

### **4.2 Damages**

- 4.2.1 The Service providers shall inform the Municipality through a designated official of any damages caused by the service provider operations on the day such damages occur.
- 4.2.2 Any damage to property as the result of the Service provider operations shall be the responsibility of the Service providers.
- 4.2.3 Should the damage not be rectified within the time agreed upon or to the satisfaction of the Municipality through a designated official, VKLM reserves the right to repair or replace that which was damaged and deduct these costs from any payment due to the Service providers.

#### 4.3 Safety

- 4.3.1 All reasonable care shall be taken to prevent injury to people or damage to property by ensuring that equipment is properly maintained and regular safety checks performed to ensure they are in good working order and equipped with the required safety devices.
- 4.3.2 The Service provider shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to warn motorists and pedestrians. All placements of cones, signs and barricades must conform to the Traffic Safety Standards.
- 4.3.3 The Service providers shall neatly stack all branches and debris so as not to endanger or interfere with vehicular or pedestrian traffic.
- 4.3.4 Any accident, however minor, shall be reported in writing to the Municipality designated official within 24 hours.
- 4.3.5 The Service providers shall comply with the OHS act.

#### 4.4 Equipment and Personnel

- 4.4.1 Pruning tools used in making pruning cuts shall be kept adequately sharp, resulting in final cuts with a smooth surface and remaining bark firmly attached. Large cuts (20mm and greater) be treated with tree seal.
- 4.4.2 The Service provider shall ensure that all equipment, machinery and vehicles are in good operating condition, adequately silenced in accordance with the manufacturers specifications, free of oil and fuel leaks and shall not produce smoke in excess of the Regulations of the Environmental Conservation Act 73/1989.
- 4.4.3 As a minimum, the on-site supervisor must be a certified Arborist, Forester or Horticulturist and must be experienced to perform the work as stipulated. Any change in the status of the "certified" individual during the life of this contract must be reported to the Municipality designated official at the time of occurrence. Failure to have a suitably qualified supervisor on site at all times shall result in a breach of contract.

#### 4.5 Public Liability & Workmen's Compensation

- 4.5.1 The successful service provider must submit a current letter of good standing from the Workmen's Compensation Fund relevant to Horticultural activities.

#### 4.6 Legislation

- 4.6.1 All work shall comply with National, Provincial and Municipal legislation including the most current revision of the Occupational Health and Safety Act. The onus is on the Service provider to familiarise himself/herself with the



relevant legislation and will be held responsible for any contravention by his/her employee/s

#### 4.7 Sub-Contracting

- 4.7.1 No portion of the contract shall be sub-contracted or assigned without the approval and consent of the Municipal Manager.

### 5. Specifications

#### 5.1 Pruning of Trees

- 5.1.1 All pruning shall follow arboricultural best practice standards for pruning street trees

(Victor Khanye Local Municipality Norms and Standards), an overview of which includes the following:

- a) To remove all dead, dying, diseased, interfering, objectionable, and weak branches.
  - b) To remove all interior interfering branches and one of all crossed or rubbing branches where practicable so the removal thereof will not have large holes in the general form of the tree.
  - c) To remove trunk suckers and water sprouts especially where they are present above the upper one half (1/2) of the tree.
  - d) To improve the appearance of the trees trimmed.
- 5.1.2 Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate pruning shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.  
No topping (lopping, heading) will be permitted unless instructed by the Project Manager.
- 5.1.3 All trees shall have a four (4) meter clearance over road surfaces and a two (2) meter clearance over sidewalks. There must be a two (2) meter clearance around all street lights, overhead cables and all traffic signs. All unsafe branches that extend over the road reserve must be removed.
- 5.1.4 All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal shall not be made. Final cuts to be treated with tree seal for cuts > 20mm.
- 5.1.5 Tree branches shall be removed in such a manner as not to cause damage to other parts of the tree, plants or property. Large branches will be cut using the tree-cut method to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower branches or portions thereof to the ground.
- 5.1.6 On trees known to be diseased, tools are to be adequately disinfected with

methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.

- 5.1.7 Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs is not an acceptable work practice for tree pruning operations on live trees.
- 5.1.8 All man-made structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- 5.1.9 Limbs and trunks shall be temporarily placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. The service providers shall clean up the site and remove and dispose of all debris within 48 hours after completion of the job. The clean-up shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the site with appropriate tools for the job.
- 5.1.10 All infectious, diseased or parts of dead trees possibly harbouring vector of infectious diseases shall be removed from the site and shall become the Contactor's responsibility to ensure destruction of the diseased or dead wood.

## 5.2 Felling of Trees & Disposal of vegetative waste from site

- 5.2.1 The Service provider shall refrain from the practice of „free falling“ the trees. All trees shall be limbed out prior to the final cutting of the trunk. All man-made structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- 5.2.2 The remaining stumps will be cut manually or mechanically to at least 200 mm above general ground level.
- 5.2.3 The Service provider shall exercise the greatest care during the progress of the work to avoid damage to any other tree which the Municipality designated official does not require to be removed.
- 5.2.4 When felling is in progress, appropriate safe working procedures, inductions, signage, communication systems and emergency procedures must be implemented to ensure the safety of all personnel on site.
- 5.2.5 Manual chainsaw operators should conduct appropriate risk assessments of the area before any tree felling takes place (i.e. consideration of factors such as the terrain, weather conditions, holes, hung up trees/branches, stags, operation of machinery in the fall zone).
- 5.2.6 Limbs and trunks shall be temporarily placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. The service providers shall clean up the site and remove and dispose of all debris within 48 hours after

completion of the job. The clean-up shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the site with appropriate tools for the job.

5.2.7 Vegetative waste from site shall be disposed at an accredited landfill site and record of such disposal shall be submitted monthly to the municipality-designated official.

5.2.8 In relation to the transportation of vegetative waste from site, such waste shall be transported in compliance with the requirements of the Road Traffic Act and such vehicle shall be covered so as to not litter nor cause a nuisance on the road. Should litter or nuisance be created during the transportation of vegetative waste, such littering or nuisance shall be remedied immediately and reported to the municipality-designated official.

**6. Implementation Timetable, Completion of Work & Penalties**

6.1 Work shall commence within 5 days of receipt of an official order except in emergency cases at the discretion of the Municipality designated official.

6.2 The Service providers must provide and agree with Victor Khanye Local Municipality designated official on a works program showing the start & finish date after receiving an official order.

6.3 Work must be completed in accordance with the approved works program, failing which a penalty of 5% per working day will be deducted from any monies due to the Service providers.

6.4 Any site not cleared to the above specifications (paragraph 5.1.9 & 5.2.6) within 48 hours of the completion of the job will incur a penalty of 5% per working day which will be deducted from any monies due to the Service providers.

6.5 Work shall commence without delay in emergency cases as a result of storm damage at the discretion of the project manager.

**7. Bidders to submit proof of the following : ( Failure to submit all of the below listed items will result in disqualification)**

7.1 The Service providers must have suitably qualified chainsaw operators with a competency certificate (from a recognized training institute).

7.2 The service provider must be compliant with the Occupational Health & Safety Act, No 85 of 1993. (Submit a valid letter of Good Standing in the bidding company name from Department of Labour)

7.3 Proof of registration with CIDB grade PE 1SH or higher.

7.4 Proof of public liability of R1 000 000.

7.5 The Service provider must provide proof of ownership or lease of minimum required equipment.

## 8. Schedule of Plant and Equipment – Minimum Resources Required

All bidders must have necessary equipment in their possession or available to them by formal agreement at the time of bidding this includes vehicles, tools, material and supplies necessary to perform the work specified herein.

Vehicle & Equipment	Minimum Number of Items	Number of Items	Make & Model		
		<b>Owned</b>	<b>Leased/Hired</b>		
LDV	1				
Top handle climbing chainsaw	2				
Harnesses and basic climbing equipment	2				
Road cones	10				
Tree felling signs	2				
Ladders (2 – 8m)	1				
Large Chainsaws	1				
Small Chainsaws	1				
Pole Pruner	1				
First Aid kit	1				
<b>Other</b>					
<b>The following items may be used</b>		<b>Owned</b>		<b>Leased/Hired</b>	
Chipper	1				
Truck (High –up)	1				
Trailer	1				

9.      **PRICING SCHEDULE**

Item 1: Tree Felling

No	Service Description	Unit	Price (Excluding Vat)
1.1	Tree height: Smaller than 5m	Rate per Tree	
1.2	Tree height: 5 - 10m	Rate per Tree	
1.3	Tree height: 10 – 20m	Rate per Tree	
1.4	Tree height: 20m and higher	Rate per Tree	
1.5	Tree height: 20m and higher and dangerous	Rate per Tree	
1.6	After Hours / Emergency Call Out Rate	Per call out	
	<b>Sub Total</b>		

Item 2: Pruning

2.1 Small Trees (0-3M)

No	Service Description	Unit	Price (Excluding Vat)
2.1.1	Formative Pruning	Each	
2.1.2	Conform to Group		
2.1.4	Sight and Signal line pruning		
	<b>Sub total</b>		

2.2 Medium Trees (3-7M)

No	Service Description	Unit	Price (Excluding Vat)
2.2.1	Crown Cleaning	Each	
2.2.2	Crown Thinning		
2.2.3	Crown Lifting		
2.2.4	Crown Restoration		
2.2.5	Formative Pruning		
2.2.6	Conform to Building / Structure		
2.2.7	Conform to Group		
2.2.8	Utility line Clearance		
2.2.10	Sight and Signal line pruning		
2.2.11	Removal of fruit, berries and seed.		
Sub Total			

2.3 Large Trees (7-12M)

No	Service Description	Unit	Price (Excluding Vat)
2.3.1	Crown Cleaning	Each	
2.3.2	Crown Thinning		
2.3.3	Crown Lifting		
2.3.4	Crown Restoration		
2.3.5	Formative Pruning		
2.3.6	Conform to Building / Structure		
2.3.7	Conform to Group		
2.3.8	Utility line Clearance		
2.3.10	Sight and Signal line pruning		
2.3.11	Removal of fruit, Berries and seed.		
Sub Total			

2.4 Extra Large Trees (12-16M)

No	Service Description	Unit	Price (Excluding Vat)
2.4.1	Crown Cleaning	Each	
2.4.2	Crown Thinning		
2.4.3	Crown Lifting		
2.4.4	Crown Restoration		
2.4.5	Formative Pruning		
2.4.6	Conform to Building / Structure		
2.4.7	Conform to Group		
2.4.8	Utility line Clearance		
2.4.10	Sight and Signal line pruning		
2.4.11	Removal of fruit, berries and seed.		
	<b>Sub total</b>		



2.5 Extremely Large Trees (16+M)

No	Service Description	Unit	Price (Excluding Vat)
2.5.1	Crown Cleaning	Each	
2.5.2	Crown Thinning		
2.5.3	Crown Lifting		
2.5.4	Crown Restoration		
2.5.5	Formative Pruning		
2.5.6	Conform to Building / Structure		
2.5.7	Conform to Group		
2.5.8	Utility line Clearance		
2.5.10	Sight and Signal line pruning		
2.5.11	Removal of fruit, berries and seed.		
	<b>Sub total</b>		

Item 3: Other Services

No	Service Description	Unit	Price Excluding Vat)
3.1	Root Pruning	m <sup>3</sup>	
3.2	Stump Removal	Per Hour	
3.3	Removal & disposal of vegetative waste from site to approved refuse dumping site or landfill site	m3	
	<b>Sub total</b>		

## 10. PRICING SUMMARY

Please fill in below table using sub totals entered on pricing (9) items 1 to 3

ITEM	ITEM DESCRIPTION	SUB TOTAL
1	Tree felling	
2.1	Pruning	
2.2	Medium trees (3.7m)	
2.3	Large trees (7-12m)	
2.4	Extra Large Trees (12-15 m)	
2.5	Extremely Large trees (16+m )	
3	Other Services	
<b>TOTAL</b>		
<b>Add Vat</b>		
<b>GRAND TOTAL</b>		

**GRAND TOTAL WILL BE TRANSFERRED TO THE BID OFFER PRICE**

- Does offer comply with specifications? YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be Included in the bid price) .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

**\*Delete if not applicable**

- Period required for completion .....  
\*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be Included in the bid price) .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.