



# JOHANNESBURG CITY PARKS AND ZOO

## PROTEA (PIKITUP) PARK DEVELOPMENT

**BID No: JCPZ/CID07/2022**

### JOHANNESBURG CITY PARKS AND ZOO

Registration No: 2000/028782/08

City Parks House, Ground Floor  
40 De Korte Street  
Braamfontein  
Johannesburg

#### Project Enquiries:

Name: Solly Sumbane  
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Email: ssumbane@jhbcityparks.com

### JOHANNESBURG CITY PARKS AND ZOO

Registration No: 2000/028782/08

P O Box 2824  
Johannesburg  
2000

The Senior Manager SCM  
Supply Chain Management Unit  
Telephone: 011-712 6625  
Email: dhlathwayo@jhbcityparks.com

Name of Bidder \_\_\_\_\_

Price Including VAT \_\_\_\_\_

(VAT REGISTERED  / NON-VAT VENDOR

(Price In-words) \_\_\_\_\_

Joint Venture

Not a Joint Venture

(Tick applicable box)

Contract Period: 1 Month

CIDB Grading: 2SH or Higher

Compulsory Briefing session: Venue: Protea Pikitup Garden Site – Number 386/387  
opposite No. 207 Makhaya Street, Protea

Date: Thursday, 08 December 2022 Time: 10:00am-11:00am

The closing date and time for receipt of tenders is Wednesday, 21 December 2022 at 12h00pm. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

NB: Special Instruction: Due to COVID-19 and the National Department of Health requirements, submissions of completed tenders or responses will only be allowed on the following dates to the physical address provided above:

19-12-2022 (08:00 – 16:00pm)

20-12-2022 (08:00 – 16:00pm)

21-12-2022 (08:00 – 12:00pm before the closing time)

**QUALIFICATION CRITERIA FOR FURTHER EVALUATION**

- Provide a detailed report of Registration from **CSD** (Central Supplier Database) at National Treasury compliant with all regulatory requirements **CSD No:** \_\_\_\_\_
- **SARS Tax Pin** Number: \_\_\_\_\_
- **CIDB CRS** Number: \_\_\_\_\_
- Provide valid Companies' proof of address and/ or Director's proof of residence (Only latest municipal statement not older than three (3) months (not in arrears for more than 90 days) or valid lease agreement in their area of jurisdiction (preference will be given to Johannesburg Based Companies, check the functionality table for scores);
- Provide CIPC Company Registration Document (Company required to have the following among the shareholders:
  - 25% Women Owned ownership (to be verified against Company registration or CSD)
- Provide Valid COIDA Certificate (Class V – Construction) from Department of Labour (Letter of good standing);
- Provide a valid and certified BBBEE verification certificate/affidavit;
- Provide a valid Joint Venture (JV) agreement signed by all parties with all individual parties mandatory documents submitted; if applicable
- Provide Proof of registration with CSD (Central Supplier Database) at National Treasury compliant with all regulatory requirements;
- Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered;
- The use of correction fluid is strictly prohibited and shall lead to disqualification;
- All corrections must be initialed by the bidder; and
- Completion of the entire tender document as issued or downloaded is compulsory

**NB: ALL DECLARATIONS SHOULD BE COMPLETED AND SIGNED, FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED**

**NB: ONLY BIDDERS WHO COMPLY WITH THE ABOVE REQUIREMENTS WILL BE CONSIDERED FOR FURTHER EVALUATION**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## Johannesburg City Parks and Zoo

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**NB: ALL DECLARATIONS SHOULD BE COMPLETED AND SIGNED, FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED**



## JOHANNESBURG CITY PARKS AND ZOO

Johannesburg City Parks and Zoo, the greening, conservation and cemetery management agency for the City of Johannesburg Municipality, invites **CIDB Grade 2SH or Higher** only contractors from suitably registered companies in the construction and landscape field to Eldorado Park Development over a period of 3 months. Proposals are to be submitted in line with terms of reference stipulated in the Terms of Reference section.

80/20 preferential procurement point system will be applied and preference will be given to bidders who are able to demonstrate the following:

**Stage 1: Compliance on Qualification Criteria**

**Stage 2: Functionality**

**Stage 3: Price**

**80**

**BBBEE status Level of Contribution**

**20**

The lowest, or any tender will not necessarily be accepted and Johannesburg City Parks and Zoo reserves the right to accept any tender either in whole or in part. Johannesburg City Parks and Zoo reserves the right not to award a bid, if the bidder is already engaged in other projects of similar nature within JCPZ. Telegraphic, telephonic, telex, facsimile and late bids will not be accepted. Bids may only be submitted on the bid document provided by JCPZ. It is the responsibility of the service provider to deposit the tender submission to the correct tender box at the address provided above. The bid validity will be 90 days from the closing date and may be extended up to 120 days.

Johannesburg City Parks and Zoo is committed to combat fronting. Insofar as it is legally permitted to do so, and provided that service delivery will not be severely influenced, contracts executed by fronting enterprises will be cancelled, the service provider in question will be blacklisted on its database of service providers and reported to the applicable authorities.

A compulsory clarification meeting with representatives of the Employer will take place at: **1913 Leiklip road, Eldorado Park on 07 December 2022 @ 10:00am-11:00am**

**The closing date and time for receipt of bids is Wednesday, 21 December 2022 at 12:00pm.** Telegraphic, telephonic, telex, facsimile and late bids will not be accepted.

**Fraud hotline number: 0800 002 587**

**For more information on bids and quotations visit our website [www.lhbcityparksandzoo.com](http://www.lhbcityparksandzoo.com) . Bids completed in Pencil will be regarded as invalid.**

## Johannesburg City Parks and Zoo

### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE  
 BID BOX SITUATED AT (STREET ADDRESS

<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b> CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE			B-BBEE STATUS LEVEL SWORN	<input type="checkbox"/> Yes

[TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No	AFFIDAVIT	<input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## Johannesburg City Parks and Zoo

### T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
F1.1	The employer is Johannesburg City Parks and Zoo
F1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b>            T1.1 - Tender notice, invitation to tender and Functionality            T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b>            T2.1 - List of returnable documents            T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b>            C1.1 - Form of offer and acceptance            C1.2 - Contract data            C1.3 - Form of Guarantee</p> <p><b>Part C2: Pricing data</b>            C2.1 - Pricing instructions            C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b>            C3 - Scope of Work</p> <p><b>Part C4: Site information</b>            C4 - Site information</p> <p>The tender documents issued by the employer comprise:</p> <p><b>Volume 1: Tendering procedures</b>            T1.1 Tender notice and invitation to tender            T1.2 Tender data</p> <p><b>Volume 2: Returnable documents</b>            T2.1 List of returnable documents            T2.2 Returnable schedules            C1.1 Form of offer and acceptance            C1.2 Contract data (part 2)            C2.2 Activity schedules / Bills of Quantities</p>

F.1.2	<p><b>Volume 3: The contract</b>  <b>Part C1: Agreements and contract data</b>  C1.2 Contract data (part 1)  C1.3 Form of Guarantee</p> <p><b>Part C2: Pricing data</b>  C2.1 Pricing instructions</p> <p><b>Part C3: Scope of work</b>  C3 Scope of work</p> <p><b>Part C4: Site information</b>  C4 Site information</p>
F.1.4	The employer's agent is : N/A
F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluate on of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>CIDB Grade 2SH or higher</b> class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>every member of the joint venture is registered with the CIDB;</p> <p>the lead partner has a contractor grading designation in the <b>CIDB Grade 2SH or higher</b> class of construction work; and</p> <p>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>CIDB Grade 2SH or higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p>
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.12	No alternative tender offers will be considered
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Johannesburg City Parks and Zoo Head Office, City Parks House, Ground Floor.  <b>Physical address:</b> 40 De Korte Street, Braamfontein, Johannesburg  <b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is <b>90 working days</b> may only be extended up to 120 days only
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
F.2.23	The tenderer is required to submit with his tender the following documents:  an <b>original valid</b> Tax Clearance Certificate issued by the South African Revenue Services. Proof of residence (Provide Latest municipal account or Valid Lease Agreement) Company registration documents (Ck document) Valid COID Certificate (Class V) (Letter of Good standing) Valid CIDB Grade (Provide CRS number) Previous Experience on similar work successfully executed by the contractor (Provide Proof-References & Letters)  Other supporting documents:  BBBEE Certificate Public Liability Insurance Owners ID Copies Capacity to complete the project within shortened timeframe.
F.3.4	Tenders will be opened immediately after the closing time for tenders at <b>12h00PM on 21 December 2022.</b> Location: Johannesburg City Parks and Zoo Head Office, Ground Floor
F.3.11.2	The procedure for the evaluation of responsive tenders is Method 4
F.3.13	the tenderer submits an <b>original valid</b> Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document; the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
F.3.13	g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	JCPZ Risk Tolerance:  A risk analysis shall be undertaken on the bidder with the highest number of PPPFA points. JCPZ Considers the risk exposure levels to be considerable on bidders that have been awarded in excess of two contracts each exceeding the amount of R1 500 000.00 and or have been awarded a contract in excess of R15 000 000.00 from JCPZ in the current financial year.  JCPZ reserves the right to award a contract to a bidder who has exceeded the above mentioned threshold.

# Johannesburg City Parks and Zoo

## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1. Returnable Schedules required only for tender evaluation purposes:

BBBEE Certificate  
Record of Addenda to Tender Documents  
Compulsory Enterprise Questionnaire  
Certificate of authority for joint ventures (where applicable)  
Schedule of Subcontractors  
Proposed Amendments and Qualifications  
Schedule of Plant and Equipment  
Schedule of the Tenderer's Experience

### 2. Other documents required only for tender evaluation purposes:

Certificate of Contractor Registration issued by the Construction Industry Development Board  
Where the tendered amount inclusive of VAT exceeds R 10 million:  
audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;  
certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;  
**particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;**  
a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

### 3. Returnable Schedules that will be incorporated into the contract:

Preference Schedule (direct preferences) / Preferencing Schedule (contract participation goals)  
Environmental Conditions and Contractor's Undertaking  
Occupational Health and Safety Conditions

### 4. Other documents that will be incorporated into the contract

### 5. The offer portion of the C1.1 Offer and Acceptance

### 6. C1.2 Contract Data (Part 2)

### 7. C2. Bills of quantities

**PAGE TO WHICH A PROOF OF BUSINESS REGISTRATION MUST BE ATTACHED:**

CRS Number (CIDB Number): \_\_\_\_\_ CIDB Grade: \_\_\_\_\_

Please attach a copy of your Business registration to this page.

## A. TAX CLEARANCE CERTIFICATE REQUIREMENTS

VALID TAX PIN: \_\_\_\_\_

Please attach a valid Tax Clearance Status to this page.

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**PAGE TO WHICH A PROOF OF RESIDENCE (LATEST MUNICIPAL ACCOUNT) MUST BE ATTACHED:**

**PAGE TO WHICH MUNICIPAL ACCOUNT OR VALID LEASE AGREEMENT MUST BE ATTACHED: (NOT LATER THAN THREE MONTHS)**

Please attach any of the following to this page:

1. In the case where the bidder owns the property from which the bidder's business operates from, an original or a copy of the most recent municipal account must be submitted.  
Or
2. In the case where the bidder does not own the property an original or copies of the most recent municipal account of all shareholder/s must be submitted.  
Or

In the case where the bidder is a tenant for the purpose of its business establishment, the bidder to provide a valid lease agreement

**PAGE TO WHICH A VALID COID CERTIFICATE MUST BE ATTACHED:**

Please attach a valid COID Certificate from department of labour to this page.

**PAGE TO WHICH A BBBEE CERTIFICATE MUST BE ATTACHED:**

Please attach a BBBEE Certificate to this page.

**PAGE TO WHICH REFERENCE LETTERS OR COMPLETION CERTIFICATE MUST BE ATTACHED:**

Please attach a reference letters or completion certificate to this page.

**Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## Compulsory Enterprise Questionnaire

**NB:** The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Shareholders ID numbers:** \_\_\_\_\_

**Section 5: Business Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Tel:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Section 6: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 7: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 8: Record in the service of the state**

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

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>a member of any municipal council</li> <li>a member of any provincial legislature</li> <li>a member of the National Assembly or the National Council of Province</li> <li>a member of the board of directors of any municipal entity</li> <li>an official of any municipality or municipal entity</li> </ul> | <ul style="list-style-type: none"> <li>an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)</li> <li>a member of an accounting authority of any national or provincial public entity</li> <li>an employee of Parliament or a provincial legislature</li> </ul> |
|---|--|

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

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

\*insert separate page if necessary

**Section 9: Record of spouses, children and parents in the service of the state**

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

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

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

\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

## Certificate of Authority for Joint Ventures (Attach JV Agreement)

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .  
 . . . . ., authorised signatory of the company . . . . .  
 . . . . ., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

### Schedule of Proposed Sub-contractors

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor

Sign: .....

Date: .....

Name: .....

Position: .....

Tenderer: .....

## Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Sign: .....

Date: .....

Name: .....

Position: .....

Tenderer: .....

### Schedule of the Tenderer's Experience

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

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

## Proposed Amendments and Qualifications

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Sign: .....

Date: .....

Name: .....

Position: .....

Tenderer: .....

# Johannesburg City Parks and Zoo

## C1.1 Form of Offer and Acceptance

### Offer

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

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

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

### THE OFFERED TOTAL OF THE PRICES IS:

**Total Amount Excl.Vat** : R. ....  
**VAT** : R. ....  
**Total Amount Incl.Vat** : R. ....

..... Rand (in words Inclusive of Vat);

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

Signature ..... Date .....  
Name .....  
Capacity .....

**for the tenderer**  
(Name and address of organization) .....

Name and signature of witness .....

## Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)  
Part C2: Pricing data  
Part C3: Scope of work.  
Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

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

Name .....

Capacity .....

**for the  
Employer** .....

.....

*Johannesburg City Parks and Zoo, 40 De Korte street, Braamfontein*

Name and signature of witness ..... Date .....

.....

## Schedule of Deviations

1 Subject .....  
Details .....  
.....  
.....  
.....

2 Subject .....  
Details .....  
.....  
.....  
.....

3 Subject .....  
Details .....  
.....  
.....  
.....

4 Subject .....  
Details .....  
.....  
.....  
.....

5 Subject .....  
Details .....  
.....  
.....  
.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

## Johannesburg City Parks and Zoo

### C1.2 Contract Data

The Conditions of Contract are the *JBCC Series 2000 Minor Works Agreement (Edition 5.1)*, published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205 9000) the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data
1.1	The <b>Employer</b> is.  Name: JOHANNESBURG CITY PARKS AND ZOO
1.2	The address of the <b>Employer</b> is:  Address (physical): 40 De Korte Street, Braamfontein, Johannesburg. Address (postal): PO BOX 2824, Johannesburg, 2000 Telephone: 011-712 6600. Facsimile: 011-403 4495.  Registration number: 2000/028782/08
1.1	The <b>contract sum</b> is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance
1.7	The governing <b>law</b> is the law of South Africa
3.3 31.16.2	Waver of the <b>contractor's</b> lien or right on continuing possession is required.
3.6	The original signed set of <b>contract documents</b> is to be held by the <b>employer</b> .
10.1.1 12.6	Contract works insurance is to be effected by the contractor.
10.1.2 11.1-3 12.6	Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risk issued by the South African Special Risk Insurance Association.
14.1	The <b>contractor</b> is to provide a Fixed <b>construction guarantee 10% of the contract sum</b> .
15.3	The period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the site is 5 working days.
15.4 28.0	Completion of the <b>works</b> in 1 month is required.

22.2	The type of work and extent of work to be undertaken by <b>direct contractors</b> is refer to specifications.
24.3.1 30.1-3	For the works <b>as a whole</b> : The <b>penalty per calendar day</b> is 0.2% of the contract value excluding VAT
31.3	There is no latest day of the month for the month for the issue of an interim payment certificate.
31.5.3 32.13)	The <b>contract value</b> shall be adjusted according to <b>CPAP</b> . The base month for the application of CPAP is the month prior to the closing of the tender and the following alternative indices are applicable:
40	Disputes resolution shall be by adjudication or
40	Disputes determinations shall be by arbitration
	<b>The variations to the General Conditions of Contract are:</b>  Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:  <b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the <b>parties</b> . <b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.
	Delete "in terms of the JBCC Payment Certificate" in the definition for Payment Certificate
	Delete clause 1.6.4
	Replace clause 3.2 with the following: 3.2 The <b>contractor</b> shall provide: 3.2.1 A <b>construction guarantee</b> where so required in the <b>contract data</b> . 3.2.2 An <b>advance payment guarantee</b> where so required in the <b>contract data</b> . The guarantee shall be according to the JBCC Advance Payment Guarantee form in the amount as stated in the Contract Data.
	Replace 14.1 with the following: 14.1 The Contractor shall provide the type of <b>construction guarantee</b> stated in the <b>contract data</b> .
	Replace the word " <b>priced document</b> " in 19.1 and 19.2 with " <b>agreement</b> "
	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:  The <b>contractor</b> and <b>principal agent</b> shall appoint a <b>selected subcontractor</b> in accordance with the provisions of the Scope of Work.
	Replace 40.2 with the following:  40.2 Where such disagreement is not resolved within ten (10) <b>working days</b> of receipt of such notice it shall be deemed to be a dispute and shall be referred by the party which gave such notice to adjudication, where the adjudication will be conducted in terms of the edition of the JBCC Rules for Adjudication current at the time when the disputes was declared.  Replace "an <b>arbitrator</b> " at the end of 40.3.3 with "either arbitration where the <b>arbitrator</b> is to be appointed by the body whose rules shall apply or court proceedings as stated in the <b>contract data</b> .  Replace "arbitration" at the end of 40.3.4 with "court of law"

# Johannesburg City Parks and Zoo

## C1.3 Form of Guarantee

Contract No .....

WHEREAS The Johannesburg City Parks and Zoo (hereinafter referred to as the Employer") entered into, a Contract with:

.....  
(hereinafter called "the Contactor") on the ..... day of ..... 20.....,  
for .....

at

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

AND WHEREAS ..... has/have at the request of the Contractor, agreed to give such guarantee;

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

The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.

This guarantee shall be limited to the payment of a sum of money.

The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of .....  
..... Rand (in words); R ..... (in figures)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....  
.....  
.....  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....  
on this ..... day of ..... 20.....

Signature .....

Duly authorized to sign on behalf of .....

Address .....  
.....  
.....

As witnesses:

1 .....

2 .....

# Johannesburg City Parks and Zoo

## C1.3 Construction Guarantee

### GUARANTOR DETAILS AND DEFINITIONS

Guarantor means .....

Physical address .....

Guarantor's signatory 1 ..... Capacity .....

Guarantor's signatory 1 ..... Capacity .....

Employer means **The** .....

Contractor means .....

Agent means .....

Works means .....

Site means .....

Agreement means the JBCC Series 2000 Principal Building Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R .....

Amount in words ..... (Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words ..... (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

<b>GUARANTOR'S LIABILITY</b>	<b>PERIOD OF LIABILITY</b>
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: ..... ..... (Rands) (R.....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2.

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus.

All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.

12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ..... Date .....

Guarantor's Signatory 1 ..... Guarantor's Signatory 2 .....

Witness 1 ..... Witness 2 .....

Guarantor's seal or stamp

# **Johannesburg City Parks and Zoo**

**C2: Pricing Data**

**C2.2: Bill of Quantities**

## **Johannesburg City Parks and Zoo**

**C3: Scope of Work (REFER TO BOQ ABOVE)**

**BOQ SHOULD BE COMPLETED IN FULL, FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED**

## SUPPLY AND INSTALLATION OF PROTEA PARK

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
1.	<b>Miscellaneous</b>				
1.1	<b>Clearing of Area</b>				
1.1.1	<u>Loading and removal to contractors own dumping site all unusable material, debris and stone, placed in measurable storage heaps, resulting from the initial soil preparation to the final finishing process.</u>				
a.	Provisional quantity (The entire area)	m <sup>2</sup>	1 855		
1.1.2	<u>Removal of existing planting and veldgrass to a depth of 150mm deep in areas indicated on plans and by landscape architect on site.</u>				
a.	All material to be placed in measurable storage heaps and removed from site to the closest dumping site.				
b.	Provisional quantity as per plans (Newly paved area is allowed for under paving)	m <sup>2</sup>	440		
c.	Additional allowance	m <sup>2</sup>	176		Rate only
1.1.4	<u>Removing of existing hard surfaces on site</u>				
a.	Contractor to remove all indicated asphalt and from site				
b.	Asphalt	m <sup>2</sup>	-		
c.	Paving	m <sup>2</sup>	-		
d.	Concrete slabs	m <sup>2</sup>	-		
1.1.5	<u>Removal of excavated low quality/ unusable soil from the site - to the contractors own dumping site.</u>				
a.	Provision for	m <sup>3</sup>	5		
<b>Total for Miscellaneous</b>					<b>0,00</b>

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
<b>2.</b>	<b>Earthworks and Composting</b>				
<b>2,1</b>	<b>Scarifying, Total outside area = 2300 m<sup>2</sup></b>				
a.	All planted areas at the front at the road side shall be				
b.	Scarifying of shrubs and 1200 m <sup>2</sup>	m <sup>2</sup>	1 200		
c.	Scarifying of lawn areas = 1000 m <sup>2</sup>	m <sup>2</sup>	1 000		
d.	Scarifying of veldgrass areas = 100 m <sup>2</sup>	m <sup>2</sup>	100		
<b>2,2</b>	<b>Fine grading, Total outside area = 2300 m<sup>2</sup></b>				
a.	The contractor must ensure that all areas to be planted are compacted sufficiently to avoid any subsidence later on. Soil surface to be planted should not exceed a tolerance of 30mm in height when measured from the basic topographical line.				
b.	Fine grading of shrubs and 1200 m <sup>2</sup>	m <sup>2</sup>	1 200		
c.	Fine grading of lawn areas = 1000 m <sup>2</sup>	m <sup>2</sup>	1 000		
d.	Fine grading of veldgrass areas = 100 m <sup>2</sup>	m <sup>2</sup>	100		
<b>2,3</b>	<b>Topsoil import and spread</b>				
a.	Import suitable clean sifted topsoil to be stockpile on site, to be indicated by the landscape architect.				
b.	Topsoil shall vary between sandy loamy soil and sandy clayey soil with a ideal ratio of 15% to 25% clay, 10% Silt/Sludge and 65% to 75% sand, with a minimum ratio of organic material of 2% of volume. All material shall be free of harmful deposits such as salts, weed seeds and waste of any kind.				
d.	<sup>44</sup> x 0,3 m <sup>3</sup> per tree hole		13		
e.	<sup>0,04</sup> m x 1200 m <sup>2</sup> of shrubs and groundcover area for		48		
f.	<sup>0,04</sup> m x 1000 m <sup>2</sup> of lawn areas		40		
g.	<sup>0,01</sup> m x 100 m <sup>2</sup> of veldgrass areas		1		
h.	Inclusive of all handwork where required;				
i.	Areas to be provided with topsoil to be approved by Landscape Architect for prior to spreading;				
j.	Work measured in situ.				
k.	Rate to be all inclusive.				
l.	Provision for import and spreading of topsoil.	m <sup>3</sup>	102		
<b>2,4</b>	<b>Compost, Import and spread</b>				
a.	Compost shall be composted of properly decayed organic material, free from harmful deposits, salts, seeds and other waste material and shall have a pH of more than 4 and less than 7.				
c.	<sup>44</sup> x 0,15 m <sup>3</sup> per tree hole		7		
d.	<sup>0,02</sup> m x 1200 m <sup>2</sup> of shrubs and groundcover area		18		
e.	Rate to be all inclusive.				
f.	Provision for.	m <sup>2</sup>	25		
<b>2,5</b>	<b>Fertilizers</b>				
a.	Fertilizers shall be of the type specified, mixed thoroughly into the soil as prescribed. No fertilizer shall be added more than two weeks prior to planting.				
b.	All fertilizers to areas to be grassed shall be strewn on the final layer before the final finishing is commenced and worked mechanically into the top 150 mm soil				
<b>Total carried forward</b>					

			As per latest bill		
No.	Description	Units	Quantity	Rate	Total
	<b>Total carried over</b>				<b>0,00</b>
<b>2.5.1</b>	<b>Fertilizers</b>				
a.	2:3:2 in tree holes      0,5 kg x 44      tree holes	kg	25		
b.	2:3:2 in shrubs and      0,05 g x 1200      m <sup>2</sup>	kg	63		
c.	2:3:2 in lawn areas      0,05 g x 1000      m <sup>2</sup>	kg	132		
<b>2.5.2</b>	<b>Super Phosphate</b>				
a.	Per tree hole      0,1 kg x 44      tree holes	kg	5		
b.	Over shrubs and      0,1 kg x 1200      m <sup>2</sup>	kg	126		
c.	Over lawn areas      0,1 kg x 1000      m <sup>2</sup>	kg	264		
	<b>Total for earthworks and composting</b>				

No.	Description	Units	Quantity	Rate	Total
3.	<b>Planting</b>				
3.2	<b>Notes:</b>				
	a. Plants need to be installed as per plans				
	b. All plants needed can be either grown and maintained at the contractors own nursery or sourced from any other nursery, but must adhere to the sizes and quality as specified in the tender document at the time of installation.				
	c. All plants to be free from any damages, parasites, fungus or any other plant diseases or insects. No container bound plants will be acceptable. All leaves to be dust free.				
	d. All plants are to be viewed and approved by the Landscape Architect before planting.				
	e. All plants must be transported to the site in trucks with closed canopies. Plants in transit may not be exposed to wind or any other harmful element.				
	f. Plants need to be watered regularly as for the specific needs of each specie.				
	g. If Contractor decide to grow the plants to reduce cost, care must be taken that plants will be ready for installation at the indicated time frames. No pot bound roots will be accepted. Plants must be well rooted and well established.				
	h. The nursery need to be clean and presentable. The suitable growing conditions need to be established for growing of the plants.				
	i. All plants to be planted in a grid pattern/ Diamond pattern in perfectly straight lines.				
	j. All existing trees to be neatly pruned.				
3.2.1	<b>Trees - incl 2 stakes</b>				
	a. Trees (Tree stakes included, 2 per 50kg,100kg trees and 4 steel cable per Ex open trees )				
	b. The height of the trees shall be measured from the top of the root ball to the top of the tree. Where trees are pruned, such prune wounds shall not be more than 25mm in diameter and be sealed with an approved sealing compound.				
	c. Ex-open tree holes to 1200 x 1200 x 1200 with 4 Staking cables for support. Cables to be of adequate strength and stability to keep trees upright during wind storms.				
	d. Ex Open Ground trees = Min 5 meter tall. Stem diameter 450 mm. Crown width of 3 diameters.				
	e. 20lt trees = 1500mm stem height and 900mm crown spread after planting with a stem dia millimetre of 20mm measured 300mm above soil level.				
	<b>Total carried forward</b>				

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
	<b>Total carried over</b>				
f.	50lt trees = 2500mm stem height and 1200mm crown spread after planting with a stem dia millimetre of 30mm measured 300mm above soil level.				
g.	100lt trees = 2800mm stem height and 1800mm crown spread after planting with a stem dia millimetre of 40mm measured 300mm above soil level.				
j.	20, 50, 100, 200 and 500lt Tree holes to be 1000 x 1000 x 800				
l.	Bolusanthus speciosus, umHonhlo, 100lt.	no.	7		
n.	Olea europaea Africana, Iron tree 20lt.	no.	12		
o.	Kniphofia praecox, Red-hot poker 10lt.	no.	18		
p.	Aloe ferox, umHlaba 1000 mm stem length.	no.	7		
	Total number of outside area trees	no.	44		
<b>3.3</b>	<b>Shrubs and Groundcovers</b>				
a.	Shrubs and groundcovers shall meet the requirements for height and spread as specified below and in specifications				
b.	Thin or sparsely-branched plants shall not be accepted.				
c.	Plants shall be well rooted (especially plugs), well-spread with ample young branches and the plant as a whole shall be well grown. Only vigorous full growing plants will be accepted.				
e.	2kg/lt = 250mm stem lengths and well established.				
<b>3.3.1</b>	<b>General Planting</b>				
			1200	m <sup>2</sup>	
b.	Agapanthus praecox 'Blue' 2 kg @ 4	no.	2 400	/m <sup>2</sup>	
c.	Agapanthus praecox 'White' 2 kg @ 4	no.	2 400	/m <sup>2</sup>	
	Total number of shrubs and groundcovers	m <sup>2</sup>	1 200		
<b>3.4</b>	<b>Lawn</b>				
a.	The contractor to provide all the necessary machinery, labour, transport and material to plant the new lawn.				
b.	Plant lawn according to specifications -				
c.	Top of lawn levels are to be 35mm lower than the top of the kerb or paving levels.				
d.	All lawn to be free of weeds.				
e.	Payment on m <sup>2</sup> planted.				
f.	All sods to be side to side and gaps to be filled in with topsoil. Top-dress lawn area where instructed by the landscape architects (top-dressing material to be approved by the landscape architects)				
g.	Maintain until maintenance period commences.				
h.	Open patches to be relawned.				
i.	Pennisetum clandestinum instant lawn.				
j.	Rates to be all inclusive.	m <sup>2</sup>	1 000		
<b>3.5</b>	<b>Veld grass/ meadow mixture</b>				
<b>3.5.1</b>	<b>Veld grass seeding mix.</b>				
a.	Seed to be of a approved quality.				
	<b>Total carried forward</b>				

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
	<b>Total carried over</b>				
b.	Apply Gromor (or similar) organic supplement @ 2.00 kg/ha to area to be grassed.				
c.	Supply all materials to be hydraulically seeded with the specific grass mixture or alternatively supply and plant grass tufts to all areas to be grassed.				
e.	Payment on 80% generation per m <sup>2</sup> . All grass to be a minimum of 300mm high				
f.	Seed mixture:				
g.	Veld grass mixture: 100%				
h.	- Erogrostis tef 10%				
i.	- Erogrostis curvula 10%				
j.	- Cynodon dactylon 40%				
k.	- Digitaria eriantha 10%				
l.	- Chloris gayana 10%				
m.	- Themeda triandra 10%				
n.	- Heteropogon contortus 5%				
o.	- Local grass mixture 5%				
p.	Meadow mixture to be mixed into veldgrass mixture at				
q.	- Meadow mixture 100%				
r.	Rate to be all inclusive.	m <sup>2</sup>	100		
	<b>Total for plants</b>				

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
4.	<b>Hard landscaping</b>				
a.	Contractor to supply all the necessary equipment and labour for the installation of hard landscape facilities.				
b.	Drawings and bills of quantities need to be read in conjunction, Rates to be all inclusive. Contractor need to take responsibility of the complete manufacture and installation of all items, Itemised or not itemised.				
4,1	<b>Paved surfaces</b>				
a.	Contractor to supply all the necessary equipment and labour for the installation all paving.				
b.	Paving to be laid on 25 mm thick river sand bed with dry filler sand, cement mix swept and vibrated into joints, all laid in sub grade.				
c.	Excavate in-situ subsoil to depth of 300 mm and re-compacted in 150 mm layers to the density of 93 % Mod AASHTO as per drawing and details, unless where provided or else ware.				
d.	Contractor to ensure no standing water puddles after rain.				
e.	All the open edges of paving to be embedded in 100mm 25 mpa 3:2:1 concrete footing.				
f.	Samples to be approved by Landscape architects.				
g.	Rate be all inclusive (manufacture and installation)				
4.1.1	<b>Sub grade</b>				
a.	Contractor to supply all the necessary equipment and labour for the Layer works.				
b.	Contractor to excavate total area to a depth of 100mm.	m <sup>3</sup>	50		
c.	Selected soil to be spoilt and levelled on site in area(s) as indicated by Landscape Architect. Remaining unused soil to be removed for site as provided else ware.				
4.1.2	<b>Cut and/or borrow to fill including free haul:</b>				
a.	Rock fill (as specified in Sub clause 3209(c)) (100 mm)	m <sup>3</sup>	-	Rate only	
b.	100 mm layers of G5 Upper Selected, 93% Compaction % of modified AASHTO density	m <sup>3</sup>	50		
c.	150 mm layers of G7 Lower Selected, 90% Compaction % of modified AASHTO density	m <sup>3</sup>	-	Rate only	
<b>Total carried forward</b>					

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
	<b>Total carried over</b>				
4.1.4	<b>Paved blocks.</b>				
a.	All rates to include the cutting of the paving				
4.1.4.4	<b>Paving edge type # 4 (Compaction provided under</b>				
a.	49MPa Champagne coloured Piazza Paver clay paving bricks, size 210 X 60 X 60mm Laid in stack bond pattern with a minimum longitudinal fall of 1% on a transverse fall of at least 2% on 25mm compacted sand bed with fine jointing sand swept and vibrated into joints, all laid on sub grade as described above. Paving to be imbedded in a 100mm thick concrete footing.	Lm	50		
b.	Provision for paving as per drawings and				
4.1.4.6	<b>Paving type # 6 (Compaction provided under 4.1.2)</b>				
a.	25MPa non-interlocking Dark charcoal, size 100 x 100 x 60mm. Laid in stretcher bond pattern in accordance with SANS 1200MJ and CMA concrete Block Paving manuals, with a minimum longitudinal fall of 1% on a transverse fall of at least 2% on 25mm compacted sand bed with fine jointing sand/ cement swept and vibrated into joints all laid on sub grade as described above.	m <sup>2</sup>	50		
b.	Provision for paving as per drawings and				
4.1.4.7	<b>Paving type # 7 (Compaction provided under 4.1.2)</b>				
a.	25MPa non-interlocking Dark charcoal, size 221.2 x 110.8 x 60mm. Laid in herringbone pattern in accordance with SANS 1200MJ and CMA concrete Block Paving manuals, with a minimum longitudinal fall of 1% on a transverse fall of at least 2% on 25mm compacted sand bed with fine jointing sand/ cement swept and vibrated into joints all laid on sub grade as described above.	m <sup>2</sup>	50		
b.	Provision for paving as per drawings and				
4.1.4.8	<b>Paving type # 8 (Compaction provided under 4.1.2)</b>				
a.	25MPa non-interlocking Tan concrete cobbles, size 150 x 150 x 60mm. Laid in stretcher bond pattern in accordance with SANS 1200MJ and CMA concrete Block Paving manuals, with a minimum longitudinal fall of 1% on a transverse fall of at least 2% on 25mm compacted sand bed with fine jointing sand/ cement swept and vibrated into joints all laid on sub grade as described above.	m <sup>2</sup>	50		
b.	Provision for paving as per drawings and				
4.1.4.9	<b>Paving edge type # 9 (Compaction provided under</b>				
a.	49MPa Onyx coloured Piazza Paver clay paving bricks, size 210 X 60 X 60mm. Laid in stack bond pattern with a minimum longitudinal fall of 1% on a transverse fall of at least 2% on 25mm compacted sand bed with fine jointing sand swept and vibrated into joints, all laid on sub grade as described above. Paving to be imbedded in a 100mm thick concrete footing.	m <sup>2</sup>	50		
b.	Provision for paving as per drawings and				
	<b>Total carried forward</b>				

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
	<b>Total carried over</b>				
4.1.4.11	<i>Surface # 10 (Compaction provided under 4.1.2)</i>				
a.	SABS approved Artificial lawn, colour green, grass blade height 40mm. Lawn to be suitable for heavy use. All joints to be sealed. Lawn to be glued to the concrete surface. Lawn to be installed as per manufacture specifications. To be installed on a 75mm thick concrete screed base with expansion joints every 2 meters.				
b.	Provision for artificial lawn and concrete surface	m <sup>2</sup>	50		
4.1.4.12	<i>Surface # 11 (Compaction provided under 4.1.2)</i>				
a.	100 to 150 dia mm grey coloured dump rock, neatly butt jointed and packed to create a smooth level walking surface. Rocks to be imbedded in a 75mm thick concrete screed base with expansion joints every 2 meters.				
b.	Provision for stone pitching	m <sup>2</sup>	100		
4.1.4.13	<i>Surface # 12 (Compaction provided under 4.1.2)</i>				
a.	100mm thick reinforced 3:2:1 25 MPA concrete joints every 2 meters. Concrete to be a smooth surface.				
b.	Provision for concrete surface	m <sup>2</sup>	250		
4.1.5	<u>Road kerbing</u>				
a.	Kerbs(to be installed to manufacturer's specifications)				
b.	Contractor to supply all the necessary equipment and labour for the installation of kerbs.				
c.	Concor precast concrete Fig. 1(or similar) Size 150/125 x 300mm high (complying with SANS 927) in varies lengths, wet pressed, placed in position, bedded and jointed in (3:1) cement mortar and flush jointed on exposed faces, including 15MPa/19mm unreinforced concrete hunching at back of each joint, excavation, backfilling, ramming, etc.				
d.	Selected soil to be spoilt and levelled on site in area(s) as indicated by Landscape Architect, remaining unused soil to be removed from site as provided for else ware.				
e.	Rate to be all inclusive.				
f.	All concrete kerbs to be of light grey colour. Sample to be approved by Landscape Architect.				
g.	Provision for fig 1 kerbs:	Lm	-	130,00	
	<b>Total carried forward</b>				

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
	<b>Total carried over</b>				
4.1.6	<u>Garden kerbing</u>				
a.	Kerbs(to be installed to manufacturer's specifications)				
b.	Contractor to supply all the necessary equipment and labour for the installation of kerbs.				
c.	precast concrete Fig. 5 (or similar) Size 300 (h) x 75 (w) x 1000 (l) mm (complying with SANS 927) in varies lengths, wet pressed, placed in position, bedded and jointed in (3:1) cement mortar and flush jointed on exposed faces, including 15MPa/19mm unreinforced concrete hunching at back of each joint, excavation, backfilling, ramming, etc.				
d.	Selected soil to be spoilt and levelled on site in area(s) as indicated by Landscape Architect, remaining unused soil to be removed from site as provided for else ware.				
e.	Rate to be all inclusive.				
f.	All concrete kerbs to be of light grey colour. Sample to be approved by Landscape Architect.				
g.	Provision for fig 5 garden kerbs:	Lm	350		Rate only
4.2	<b>Fencing</b>				
4.2.1	<u>Installing of concret pallsade fence</u>				
a.	Contractor to supply all the necessary equipment and labour for the installation of a 1500mm high concrete pallsade fence as per product specifications. Every 2000mm to be installed in concrete footing.				
b.	Rate to be all inclusive.				
c.	Provision for:	Im	-		
4.2.2	<u>Custom made Litter bins</u>				
a.	Contractor to supply or subcontract the manufacture and installation of the custom made litter bins as per specification and drawings.				
b.	The general dimension of litter bin as per the drawings, with drilled drainage holes at the bottom as per drawing.				
c.	Litter bin to be planted on a concrete footing 25 Mpa 3:2:1, with litter bin casted into the foundation.				
d.	Litter bin to be installed as per drawing				
e.	Rate be all inclusive				
f.	Provide rate for the supply and installation of the	no	2		
g.	Provide rate for the supply and installation of the	no	2		
h.	Provide rate for the supply and installation of the	no	2		
i.	Provide rate for the supply and installation of the any	no	2		
	<b>Total carried forward</b>				

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
	<b>Total carried over</b>				
4.2.8	<b>Miscellaneous items</b>				
a.	Allow provisional sum of R 80,000.00 for installation of play equipment. Actual work and value to be determined after award of contract.	sum	-	40 000,00	
b.	Allow provisional sum of R 80,000.00 for the installation of green gyms. Actual work and value to be determined after award of contract.	sum	-	n/a	n/a
c.	Allow provisional sum of R 35,000.00 for sourcing and placement of boulders from site. Actual work and value to be determined after award of contract.	sum	-	n/a	n/a
d.	Allow provisional sum of R 15,000.00 per boom gate. Actual work and value to be determined after award of contract.	no	1	15 000,00	
d.	Allow provisional sum of R 15,000.00 for the painting of the concrete surface. Actual work and value to be determined after award of contract.	no	1	15 000,00	
	<b>Total for hard landscaping</b>				

No.	Description	Units	As per latest bill		
			Quantity	Rate	Total
<b>5.</b>	<b>Irrigation</b>				
<b>5,1</b>	<b><u>Irrigation</u></b>				
a.	NIPPLE BARREL GALV 50MM	item	-	R	-
b.	VALVE GATE BRASS 50MM	item	-	R	-
c.	50MM BSP P.R.VALVE	item	-	R	-
d.	430MM X 300MM RECT.VALVE BOX	item	-	R	-
<b>5,2</b>	<b><u>MAINLINE MATERIALS</u></b>				
a.	SAB 50X2in COMP MALE ADAPTOR	item	-	R	-
b.	SAB 50MM COMPRESSION TEE	item	-	R	-
c.	50MM PN08 HDPE PIPE SANS PE100	item	-	R	-
d.	SAB 50MM COMP COUPLING	item	-	R	-
e.	SAB 50MM COMP ELBOW	item	-	R	-
f.	SAB 50MM COMPRESSION TEE	item	-	R	-
<b>5,3</b>	<b><u>TURF VALVE MATERIALS</u></b>				
a.	SAB 50X1 HIGH PRESSURE SADDLE	item	-	R	-
b.	SAB 50X1in COMP MALE ADAPTER	item	-	R	-
c.	EMJAY PP FEMALE ELBOW 1" (25MM) BSP	item	-	R	-
d.	EMJAY PP MALE/FEMALE ELBOW 1" (25MM) BSP	item	-	R	-
e.	25MM X 0.30M GREEN PVC RISER	item	2		
f.	1" PVC BALL VALVE COMPACT BSP THR	item	-	R	-
g.	250MM ROUND VALVE BOX WITH LID	item	-	R	-
h.	AQUA 25 PLASTIC TURF VALVE	item	2		
i.	AQUA PLASTIC TURF VALVE KEY	item	2		
j.	EMJAY COMB. FEMALE ELBOW 20MM X 3/4"	item	-	R	-
k.	CLAMP HOSE CLASS 6 20MM (2027)	item	10		
l.	20MM X 30M DRAGLINE M-DUTY BLACK	item	15		
m.	3/4in SNAP ON HOSE CONNECTOR	item	10		
n.	SNAP ON SPRAY NOZZLE	item	15		
o.	20MM X .6M DRAGLINE STAND	item	15		
p.	AQUA 20MM BRASS SPRINKLER PC 3/4 4.36X2.38	item	4		
<b>5,4</b>	<b><u>LABOUR</u></b>				
a.	500MM DEEP	item	100		

5.	Total for irrigation			
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			As per latest bill	
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No.	Description	Units	Quantity	Rate	Total
6.	<b>Maintenance</b>				
a.	Full maintenance and establishment of all bulk services, landscape and water course areas inclusive but not restricted to the maintenance of the irrigation, sewer, electrical, water features, buildings, paved areas and water system, application of pesticides, fertilizers and replacement of plants ect. All in accordance with the routine maintenance specifications. Maintenance to commence upon date of practical completion.				
b.	Allow for the complete maintenance and establishment of all installations				
c.	Provision for the complete installation above.	month	3		

<b>6. Total for maintenance</b>				
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		As per latest bill			
No.	Description	Unit	Quant	Rate	Total
<b>7.</b>	<b>Summary</b>				
a.	Total for miscellaneous				
b.	Total for earthworks and composting				
c.	Total for planting				
d.	Total for hard landscaping				
e.	Total for irrigation				
f.	Total for maintenance				
<b>7,1</b>	<b>Sub total</b>				
a.	P's and G's				
b.	OHS				
c.	Contingencies			15%	
d.	EPWP				R 30 000,00
<b>7,2</b>	<b>Sub total</b>				R -

22.2	The type of work and extent of work to be undertaken by <b>direct contractors</b> is refer to specifications.
24.3.1 30.1-3	For the works <b>as a whole</b> : The <b>penalty per calendar day</b> is 0.2% of the contract value excluding VAT
31.3	There is no latest day of the month for the month for the issue of an interim payment certificate.
31.5.3 32.13)	The <b>contract value</b> shall be adjusted according to <b>CPAP</b> . The base month for the application of CPAP is the month prior to the closing of the tender and the following alternative indices are applicable:
40	Disputes resolution shall be by adjudication or
40	Disputes determinations shall be by arbitration
	<b>The variations to the General Conditions of Contract are:</b>  Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:  <b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the <b>parties</b> . <b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.
	Delete "in terms of the JBCC Payment Certificate" in the definition for Payment Certificate
	Delete clause 1.6.4
	Replace clause 3.2 with the following: 3.2 The <b>contractor</b> shall provide: 3.2.1 A <b>construction guarantee</b> where so required in the <b>contract data</b> . 3.2.2 An <b>advance payment guarantee</b> where so required in the <b>contract data</b> . The guarantee shall be according to the JBCC Advance Payment Guarantee form in the amount as stated in the Contract Data.
	Replace 14.1 with the following: 14.1 The Contractor shall provide the type of <b>construction guarantee</b> stated in the <b>contract data</b> .
	Replace the word " <b>priced document</b> " in 19.1 and 19.2 with " <b>agreement</b> "
	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:  The <b>contractor</b> and <b>principal agent</b> shall appoint a <b>selected subcontractor</b> in accordance with the provisions of the Scope of Work.
	Replace 40.2 with the following:  40.2 Where such disagreement is not resolved within ten (10) <b>working days</b> of receipt of such notice it shall be deemed to be a dispute and shall be referred by the party which gave such notice to adjudication, where the adjudication will be conducted in terms of the edition of the JBCC Rules for Adjudication current at the time when the disputes was declared.  Replace "an <b>arbitrator</b> " at the end of 40.3.3 with "either arbitration where the <b>arbitrator</b> is to be appointed by the body whose rules shall apply or court proceedings as stated in the <b>contract data</b> .  Replace "arbitration" at the end of 40.3.4 with "court of law"

## **Johannesburg City Parks and Zoo**

### **C4: Occupational, Health, Safety, Environment and Quality Specifications**

	<p><b>ID NO:</b> <b>EMSPROC09/OP02</b></p>	<p><b>REVISION NO: 02</b></p>	<p><b>DATE OF NEXT REVISION:</b> <b>AUGUST 2023</b></p>
<p align="center"><b>CONTRACTOR MANAGEMENT: ENVIRONMENTAL MANAGEMENT SPECIFICATION</b></p> <p><b><u>NAME OF PROJECT: PARK UPGRADE AT PROTEA PARK (PIKITUP)</u></b></p> <p><b><u>PROJECT COORDINATOR: Vusani Shabalala</u></b></p> <p><b>DATE: 30<sup>th</sup> September 2022</b></p>			

**1. Introduction**

Johannesburg City Parks and JHB Zoo’s (JCPZ) mandate is to ensure that the public open spaces within the City of Johannesburg are managed, maintained and conserved for the enhancement of the ecosystems and biodiversity to ensure sustenance for both the current and future generation. To ensure this, the organisation has aligned its activities to all applicable environmental legislation that govern the protection of the environment. One of the innovative tools used to achieve this alignment and to comply with legislation is the ISO 14001 Environmental Management System (EMS). All activities undertaken by the contractors working on behalf of JCPZ form part of the EMS scope and the onus is on JCPZ to ensure that these contractors are managed and that they comply with all applicable environmental legislation as well as the requirements of the organisational EMS. In line with the JCPZ contractor management procedure, all appointed contractors shall compile a hard copy environmental aligned to this specification, the file shall be reviewed and approved by the SHEQ department. This process will be followed by the SHEQ induction training and monitoring and measurement program that will be undertaken through inspections and audits.

**2. Environmental Management Legal Requirements**

It is imperious to ensure that the contractor appointed to undertake this job understands the topography of the proposed site as well as the environmental risks that could emanate on different spheres of the environment in question including the water course. The contractor is expected to exercise the duty of care and apply the environmental principles as outlined in Section 2 of the National Environmental Management Act No 108 of 1996 (NEMA) as well as the applicable SEMAs and develop an environmental sustainability policy which clearly outlines these principles. Whenever requested to work in facilities that have water bodies, the contractor should exercise caution with the objective of avoiding

possible water contamination in line with the National Water Act No 36 of 1998. The handling and management of chemicals including fuel must be in line with the requirements of the Hazardous Chemical Substances Act No 15 of 1973 and the copies of the MSDS should be readily available with the objective of managing possible emergencies. The handling and management of general and hazardous waste must be in line with the National Environmental Management: Waste Act No 59 of 2008 (NEM: WA) Act. Due to the aged infrastructure in some of JCPZ facilities, the appointed contractor should be vigilant and apply the much needed precautions when handling any asbestos containing material / waste. Caution should be exercised when working on facilities or any assets which are protected by the National heritage resources Act 25 of 1999 and where applicable the Heritage council should be engaged and the necessary permits issued prior to the commencement of the project. Due to the nature of the project the appointed contractor should ensure that environmental considerations such as avoiding the clearing of indigenous vegetation including trees are adhered to. the plans i.e. EMP must indicate where the water will be sourced from and such agreement should be done in writing.

The contractor is further more expected to submit the environmental management file prior to the commencement of the proposed project. The format of the file should follow the pattern below and should include the following:

**3. Format of the file**

*It's very imperative to take note that only files aligned with this specification will be assessed.*

The contractor is expected to submit a file with an index with the following:

- The contents of the file should be site specific and talking to the activities of the proposed project;
- The file format must be aligned with the items below;
- The copy of this environmental specification should be included the file;
- The following table should be completed;

<b>Name of project</b>	
<b>Activities</b>	
<b>Material used (include the non-renewable resources)</b>	
<b>Inventory for the hazardous chemicals used (include the copies of the MDSD)</b>	

***N.B. a file that does not comply with the above will not be evaluated***

#### **4. The Environmental policy**

The appointed contractor should develop an environmental sustainability policy to show commitment to environmental conservation and pollution prevention. The contents of the policy should be aligned with the NEMA principles, be signed and entail a communication strategy and the policy should make provision for communication with the employees.

#### **5. Environmental Management Appointments**

The appointed contractor is expected to submit an organogram that outlines the roles and responsibilities of all legal appointees; All appointments should be project and site specific and be done in writing, signed and dated. Appointment letters below are compulsory and should form part of the environmental management file:

- Emergency preparedness and response personnel;
- Fire fighter;
- Environmental management Representative (legal compliance and not ISO 14001 std EMS related);
- Incident investigator;
- Environmental Control Officer (where applicable);
- Hazardous management supervisor / controller;
- Waste management Coordinator;

#### **6. Environmental Risk Assessment**

Submit a baseline Environmental Risk Assessment which clearly identifies the environmental risks and impacts as well as the mitigating factors. The appointed service provider will be expected to submit a site specific **Environmental Risk Assessment**; the risk assessment should outline all activities and processes that will be undertaken as well as the control measures aimed at mitigating the identified risks. It must be noted that the risk assessment that includes the health & safety elements will be rejected.

#### **7. Environmental Site Establishment**

The contractor is expected to submit the environmental site establishment plan which outlines the following:

- The method statement should include the outline of all activities, material and equipment used as well as any other resources with the objective of what measures will be put in place to ensure that environmental impacts are reduced;

- The method statement for site clearance should be clearly defined and caution should be exercised with the objective of preventing the removal of indigenous vegetation including any species of National interest;
- The site layout which clearly demonstrates the location of the following: ablution facilities and waste bins. In an event that the contractor employees will be making use of JCPZ facilities, an arrangement should be made with the relevant JCPZ management;
- The Environmental compliance monitoring plan (how the contractor will monitor compliance and report the findings to the Client / SHEQ);
- The contractor is expected to sign the declaration of understanding of the Environmental specifications prior to the commencement of the project;

**8. Waste management plan to include but not be limited to the following:**

The plan to include but not be limited to the following:

- Develop a waste management plan which is aligned with the requirements of NEMA and NEM: WA;
- The contractor shall be subjected to the monitoring and measurement program to verify if there is proof of registration as a waste handler with CoJ (Wastehub) for general waste and the Provincial department for hazardous waste; as well as if there is proof that vehicles transporting waste are registered and permitted to do so (GDARD); Permit / agreement from the registered landfill site; Proof that waste is disposed of in an Environmentally friendly manner (proof of waste manifestos);
- Waste segregation and storage strategies (waste management risk assessment);
- Type of waste generated;
- Transportation & disposal method (s);

**9. Environmental Management Plan (EMP)**

**The EMP should be developed as a control measure for ensuring minimal impact on the environment and should be site and project specific and include but not limited to the following:**

- Defined scope of work for the proposed project which includes the planned activities, materials and equipment to be used;
- Pollution prevention plan (dust suppression, soil contamination and water contamination) and should also include the environmental management considerations;
- Hazardous Chemical Substances (HCS) Management Plan (inventories, Material Safety Data Sheets (MSDS) including daily management to prevent environmental pollution – where applicable;

#### **10. Environmental Emergency & preparedness Plan**

The plan should include but not limited to the following:

- The site specific guidance on what action to be taken in an event of an emergency, the plan should be aligned to the JCPZ site specific emergency preparedness and response procedure;
- The plan should include possible scenarios of emergencies which could arise;
- The plan should clearly indicate the communication strategy that will be used to ensure that the employees are conversant with the plan;
- Measures that will be undertaken to assess the effectiveness of the control measures and the appropriate intervals, e.g. undertaking periodic emergency evacuation drills;

#### **11. Site Rehabilitation Plan (where applicable)**

Develop a procedure that will be followed for rehabilitating the disturbed area at the completion of the project. The plan should be aligned to the risk assessment as well as the EMP;

#### **12. Incident management**

Develop the incident management procedure or plan that covers the following:

- Templates that will be used for recoding and submitting the environmental incidents that occur;
- Templates that will be used to address the non-compliances and non-conformances that are raised by the JCPZ department;

#### **13. Awareness Training**

No contractor will be allowed to commence work prior to the SHE induction training being conducted by the SHEQ department. The contractor will also be expected to ensure that a comprehensive training program that is aligned with the scope of work is developed and the employees are subjected to the environmental awareness training. The training environmental management topics should include but not limited to the following:

- Waste management;
- Incident reporting;
- Emergency preparedness and response;
- Hazardous chemical substance management;
- Resources management (water, electricity);
- Environmental sustainability policy;
- Dangers of unattended fires
- General pollution prevention strategies (air, water, land);
- General Environmental awareness;

**Note:** A proof that toolbox talks is conducted must be kept on Contractor file for inspection

#### **14. Legal Requirements**

In addition to the requirements listed above, the contractor is expected be familiar with all relevant legislation and municipal by laws not limited to the following:

- 14.1 Constitution of South Africa Act 108 of 1996;
- 14.2 National Environmental Management Act 107 of 1998;
- 14.3 National water Act 36 of 1998;
- 14.4 National Environmental Management Biodiversity Act 10 of 2004;
- 14.5 National Forest and Fire Amendment Act of 2001;
- 14.6 Environment Conservation Amendment Act 2005 no 50 of 2003;
- 14.7 Hazardous Chemical Substances Act 15 of 1973;
- 14.8 National Environmental Management: Waste Act 59 of 2008;
- 14.9 National Environmental Management: Air Quality Act 39 of 2004;
- 14.10 National Heritage Resources Act 25 of 1999;
- 14.11 City of Johannesburg bylaws

#### **The following should be taken to consideration:**

1. An environmental management file entailing all the requires above should be submitted and be approved by the JCPZ's SHEQ department prior to the contractor doing a site establishment;
2. No contractor shall be allowed to commence with any work before environmental induction is conducted by JCPZ's SHEQ department;
3. No contractor shall be allowed to commence with any activity without signing and submitting the declaration to prevent environmental pollution to the SHEQ department;
4. The contractor should ensure that the environmental management file is on site and updated on daily basis;

***The environmental specialist can be contacted for further clarity:***

Likopo Khambule

Environmental Specialist



(011) 683 8231



082 746 1373



[lmashego@lhbcityparks.com](mailto:lmashego@lhbcityparks.com)



Physical Address: 12 Glencoe Road Springfield, Johannesburg

**FUNCTIONALITY ASSESMENT TABLE: \***

(A bidder who obtained the minimum threshold for pre-qualification of 75 points will be considered further)

Date: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Description of Evaluation and Evidence Required	Weights	Total Weight		Points
<b>Experience and Qualifications of key personnel</b> (Provide detailed CVs of Key Personnel and <b>CERTIFIED copies</b> of qualifications in construction / Landscaping.  <b>*Key Personnel</b> (CVs and qualification of Key Personnel to be attached)  <i>*Key Personnel refers to person in charge of site upon Handover</i>	Title	Name		No of Years
Appropriate Qualifications of key site personnel in Construction / Landscaping (SAQA letter attached)  Matric/NQF level 4  National Diploma/Degree or higher Qualification (Certified stamp date not more than three months from submission of this tender closing date)	5/10  10/10	Scored	Maximum score 10	Scored points
<b>Number of Years in construction/landscaping works of key site personnel (Provide detailed CV/s of key site personnel corresponding with qualifications provided above)</b> 1 to 4 years in construction/landscaping works 5 to 8 years in construction/landscaping works 9 years and above in construction/landscaping works <b>NB: CV and qualification provided must be for the same person in order to score points</b>	05/15 10/15 15/15	Scored	Maximum score 15	Scored points
<b>Company Experience</b> <b>Company Profile and all supporting documents to be attached</b>				
<b>Number of years of company providing construction/landscaping works.</b> Provide company profile with <b>Executive Summary</b> indicating number of years and names of clients serviced in line with reference letters or practical or completion certificate submitted below, company cannot score points on number of years if failed to submit supporting reference letters requested below.  1 to 4 years  5 to 8 years	5/10 7/10	Scored	Maximum score 10	Scored points

9 years and above	10/10			
Provide signed practical /completion certificate from your clients where you were providing construction/landscaping works with contact details in line with your <b>Executive Summary</b> highlighted in Company profile as above.	5/10	<b>Scored</b>	<b>Maximum score</b>	<b>Scored points</b>
1 to 4 reference letters or practical or completion certificate	8/10			
5 to 8 reference letters or practical or completion certificate	10/10			
9 and above reference letters or practical or completion certificate				
<b>Company bank rating letters,</b>				
Bank rating letters for company issued by banking institution				
Rating C (code)	5/10		<b>10</b>	
Rating B (code)	8/10			
Rating A (code)	10/10			
<b>Locality of the company providing the construction, landscaping and repairs and maintenance (Provide Companies' proof of address and/ or Director's proof of residence (Only latest municipal statement not older than three (3) months (not in arrears for more than 90 days) or valid lease agreement in their area of jurisdiction (preference will be given to Johannesburg Based Companies, check the functionality table for scores)</b>			<b>20</b>	
City Of Johannesburg	20/20			
Outside City Of Johannesburg but within Gauteng	15/20			
Outside Gauteng but within South African borders	5/20			
Outside the Republic of South Africa	0/20			
<b>Plant and equipment relevant to the project</b>				

<p><b>Provide a list of all asset (Asset Register) relevant to this project (Including leased or/and hired equipment) and supporting documents e.g. registration certificates, lease or hire agreement etc.</b></p> <p><b>TLB's/Vehicles/Graders/Tipper trucks/tools</b></p>	5/5		5	
<p><b>Service providers that failed to score 75 out of 80 on the above mentioned will not be evaluated further</b></p>				
<p><b>Physical Inspection of completed projects (Top 3 shortlisted companies) by JCPZ Officials</b></p> <ul style="list-style-type: none"> <li>• Quality of work</li> <li>• Interviews with the client (Value of the projects, if project was completed on time, which year was the project completed)</li> <li>• Construction or landscaping project</li> </ul>	20/20		20	
<p><b>Total Points</b></p>				
<p><b>Bidders that scores the minimum of 85 on functionality will be evaluated further</b></p>				
			<p><b>Total points:</b></p>	

**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, hareholder<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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 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 between R30 000 to R50 million and
- the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).

1.2 The value of this bid is estimated to be be/not exceed R50 million (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 <b>PRICE</b>	<b>80</b>
1.3.1.2 <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 ***“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;***
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

- 5.1 In terms of Regulation 6 (1) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 30% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS.

**8 SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- 8.1.1 If yes, indicate:
  - (i) what percentage of the contract will be subcontracted?..... %
  - (ii) the name of the sub-contractor?.....
  - (iii) the B-BBEE status level of the sub-contractor?.....
  - (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.1 Name of company/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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

**WITNESSES:**

- 1. ....
- 2. ....

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

DATE:.....

ADDRESS:.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.**

- 1.6 A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

**Definitions**

- 1.6. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 1.7. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 1.8. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.9. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 1.10. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 1.11. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 1.12. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 1.13. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 1.14. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_100_____ %
_____	_100_____ %
_____	_100_____ %

4. Does any portion of the services, works or goods offered

have any imported content?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

(Tick applicable box)

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1. If yes, provide the following particulars:

- (a) Full name of auditor.....
- (b) Practice number.....
- (c) Telephone and cell number.....
- (d) Email address.....

Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

**LOCAL CONTENT DECLARATION  
(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C.

**Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the  
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. 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 clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. 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 services 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.
4. 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

WITNESSES	
1	.....
2	.....

DATE .....

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES	
1	.....
2	.....

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	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 outside of 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:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

MBD 8

**CERTIFICATION**

**I, THE UNDERSIGNED**

**(FULL NAME)** .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<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 Institution)

do hereby make the following statements that I certify to be true and complete in every respect 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.
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

<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.

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the 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 and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier,

unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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 in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**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 within 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.

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person

will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to

commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

Revised-GCC

**M. CODES OF CONDUCT**



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# **JOHANNESBURG CITY PARKS AND ZOO NPC CODE OF ETHICS**



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## 1. INTRODUCTION

It's imperative that the Johannesburg City Parks and Zoo (JCPZ) is, and is seen to be a responsible corporate citizen. JCPZ is an integral part of the broader society in which it operates and as such KING IV advocates a stakeholder inclusive approach in which the Board of Directors takes account of the legitimate and reasonable needs, interests and expectations of all material stakeholders in the execution of its duties in the best interest of the Organization over a period of time. It is important therefore that the Board ensures that the corporate ethics are governed well with a view of supporting an ethical culture in the Organization in line with Principle 2 of KING IV.

The Code of Ethics (the Code) intends to guide both Non-Executive and Executive Directors, service providers acting on behalf of JCPZ, JCPZ business partners and all employees on common ethics and compliance related issues, the Code offers guidelines on expectations around business conduct; and also to know where to go and how to get help about ethical concerns and questions.

The Code illustrates JCPZ's commitment to a culture of openness, accountability and compliance. Adherence to this Code is not optional and should be read with JCPZ's policies and all applicable legislation.

While each Director and employee is accountable for upholding the JCPZ Code of Ethics, ensuring that our values remain fundamental to our work, and following all applicable laws, regulations and company policies, JCPZ advances its unified approach to ethics and compliance through the integration of the Organization's Code of Conduct, Delegation of Authority Framework and JCPZ's Anti – Fraud and Corruption Policy to name a few.

When acting on behalf of JCPZ, Directors and employees shall not take unfair advantage through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or other unfair-dealing practices.

It is also JCPZ's stance to maintain ethical behavior, accountability, transparency and integrity in the conduct of its business. Therefore, ethical decision making, business practices, processes and procedures should be the norm within JCPZ's professional environment.

## 2. GLOSSARY OF TERMS

<b>Accountability:</b>	The obligation to answer for the execution of responsibilities. Accountability cannot be delegated, whereas responsibility can be delegated without abdicating accountability for that delegated responsibility.
<b>Accounting Officer</b>	Refers to the Managing Director, the highest ranking employee in an organisation as envisaged in the Municipal Finance Management Act 56 of 2003.
<b>Board:</b>	If it is used in the context of a Company, it means the Board of Directors of a company as defined in section 1 of the Companies Act.
<b>Code:</b>	The Johannesburg City Parks and Zoo Code of Ethics.
<b>Companies Act:</b>	Companies Act, No 71 of 2008, as amended.
<b>Company:</b>	A juristic person incorporated in terms of the Companies Act.
<b>Conflict of Interest:</b>	A conflict of interest, used in relation to members of the Board and its committees, employees and suppliers occurs when there is direct or indirect conflict, in fact or in appearance, between the interests of such member and that of the organisation. It applies to financial, economic and other interests in any opportunity, including information. It also applies to member's related parties holding such interest.
<b>Culture:</b>	In an organisational context, "the way in which members of an organisation relate to each other, their work and outside world in comparison to other organisations.
<b>Director:</b>	A Non-Executive member of the Board of JCPZ, as contemplated in Section 66 of the Companies Act or any

person occupying the position of a director or alternate director, by whatever name designated” as defined in section 1 of the Companies Act.

<b>Diversity:</b>	Diversity should be understood as the varied perspectives and approach offered by members of different identity groups.
<b>Effective or effectively:</b>	The adequate accomplishment of the desired objective or a pursuit with the minimum expenditure of time, resources, waste and effort.
<b>Ethics:</b>	Considering what is good and right for the self and the other, and can be expressed in terms of the golden rule, namely to treat others as you would like to be treated yourself. In the context of the organisation, ethics refers to ethical values applied to decision- making, conduct, and the relationship between the organisation, its stakeholders and the broader society.
<b>Fairness:</b>	Fairness refers to the equitable and reasonable treatment of the sources of value creation, including relationship capital as portrayed by the legitimate and reasonable needs, interests and expectations of material stakeholders of the organisation.
<b>Integrity:</b>	In the context of governance and ethics, integrity refers to the quality of being honest and having strong moral principles. It encompasses consistency between stated moral and ethical standards and actual conduct.
<b>KING Code:</b>	KING IV Report on Corporate Governance in South Africa
<b>Management:</b>	Management includes all managers, and executive managers of Johannesburg City Parks and Zoo.

<b>MFMA:</b>	Municipal Finance Management Act, No 53 of 2003, as amended.
<b>MSA:</b>	Municipal Systems Act, No 32 of 2000, as amended.
<b>Must:</b>	'Must' is used specifically to indicate a legal obligation.
<b>NPO:</b>	Non-profit Organisation.
<b>Organisation:</b>	In the context of this Code, 'organisation' typically refers to Johannesburg City Parks and Zoo.
<b>Related party:</b>	A related party is a person or entity as set out in section 2(1) of the Companies Act.
<b>Responsibility:</b>	Taking ownership of a duty, obligation or liability.
<b>Risk:</b>	Risk is about the uncertainty of event; including the likelihood of such events occurring and their effect, both positive and negative, on the achievement of the organisation's objectives. Risk includes uncertain events with a potential positive effects on JCPZ (i.e. opportunities) not being captures or not materialising.
<b>Sensitive/ confidential Information:</b>	Information that is likely to compromise competitiveness, privilege or commercial advantage
<b>Society:</b>	Refers principally to the broader society or community as part of the triple context in which JCPZ operates. Society includes the JCPZ's internal and external stakeholders, which in turn form part of the broader society as a whole.
<b>Stakeholder:</b>	Groups or individuals that can reasonably be expected to be significantly affected by an organisations business activities,

outputs or outcomes, or whose actions can reasonably be expected to significantly affect the ability of the organisation to create value over time.

Internal stakeholders are directly affiliated with the organisation and include its governing bod, management, employees and the shareholder.

External stakeholder could include trade unions, civil society organisations, government, customers and consumers.

**Sustainability:** Sustainability is the ultimate, long-term goal of sustainable development.

**Sustainable development:** Development that meets the needs of the present without compromising the ability of future generations to meet their needs.

**Transparency:** The unambiguous and truthful exercise of accountability such that decision making processes and business activities, outputs and outcomes (both positive negative) are easily able to be discerned and compared with ethical standards.

**Values:** Convictions and beliefs about how JCPZ and those who represent it should conduct themselves; how resources should be treated; what the core purpose and objectives of JCPZ should be; and how work duties should be performed.

### **3. SCOPE AND APPLICATION**

The code of ethics applies to all JCPZ employees and Directors and to an applicable degree to suppliers/ service providers acting on behalf of JCPZ.

#### 4. OBJECTIVES OF THE CODE OF ETHICS

The Code seeks:

- To offer guidance to JCPZ's stakeholders in the manner in which they conduct their duties and responsibilities;
- To ensure that ethical standards are institutionalized in the Organization by establishing an agreed set of ethical Principles;
- To record the Company's zero tolerance approach to unethical behavior;
- To control and ensure mitigation of ethics risks and leverage on opportunities within the JCPZ environment and
- To ensure that ethics performance is monitored and reported to the relevant authority, i.e. the Accounting Officer and/or the Board of Directors.

#### 5. JCPZ VALUES



JCPZ operations predominantly focus on visible service delivery and as such the Company is committed to service excellence towards greening, cleaning, conserving all parks, cemeteries and nature reserves within its mandate. The Johannesburg Zoo places importance on 4 (four) key pillars namely, Conversation, Education, Research and Recreation. The Johannesburg Zoo is therefore managed in line with established ethical standards set by the World Associations of Zoo and Aquaria.

JCPZ is also committed to inspiring, instilling and promoting its core values of service excellence, Ubuntu (Care and Concern for People), Teamwork, Ownership and Commitment, and Innovation as depicted in the table below.

Value	What it means in practice for JCPZ
<b>Service excellence</b>	<ul style="list-style-type: none"> <li>• Conduct our work in an efficient, effective, professional and accountable manner;</li> <li>• At all times render the quickest, most responsive and best service to our customers; and</li> <li>• Work with a commitment to quality and high performance.</li> </ul>
<b>Ubuntu (Care and concern for people)</b>	<ul style="list-style-type: none"> <li>• Work with care, empathy, respect and consideration for the well-being of our staff, customers and other stakeholders;</li> <li>• Maintain a safe and healthy work environment and promote care and concern for assets and facilities; and</li> <li>• Focus on people development, growth and work/life balance.</li> </ul>
<b>Teamwork</b>	<ul style="list-style-type: none"> <li>• Focus on collaboration and working together to achieve more;</li> <li>• Promote an environment of sharing knowledge and information.</li> </ul>
<b>Ownership and commitment</b>	<ul style="list-style-type: none"> <li>• Take responsibility for our actions and “do it right the first time”;</li> <li>• Act with integrity and in a transparent, ethical and honest manner;</li> <li>• Work with pride, passion and discipline;</li> <li>• Demonstrate a focus on customer service and satisfaction and in the best interests of the City.</li> </ul>
<b>Innovation</b>	<ul style="list-style-type: none"> <li>• Listen to and understand needs and create new approaches to what we do;</li> <li>• A focus on cutting edge, best in class and “outside the box” approaches and solutions.</li> </ul>

## 6. APPLICATION OF CORE VALUES

### 6.1. SERVICE EXCELLENCE

A commitment to service excellence requires being able to conform to the following principles at a minimum:

- Promoting legitimate business interests in a diligent manner;
- Maintaining confidentiality of information;
- Keeping proper records;
- Using resources efficiently and effectively as well as
- Refraining from any form of harassment and intimidation.

Principle: Promoting legitimate business interests in a diligent manner

How do we adhere to this principle?

- Obeying applicable laws and legislation;
- Offering quality products and services to stakeholders;
- Providing timely service and remedies for customer complaints and

Principle: Maintaining confidentiality of information

How do we adhere to this principle?

- Employees are required to ensure that Company information is properly safeguarded at all costs;
- Refraining from disclosing any confidential information belonging to the Company;
- Avoiding the disclosure of customer information without prior authorization;
- Maintaining confidentiality of information received from other stakeholders;
- Abstaining from unlawfully disclosing employee information;
- Employees are required to protect intellectual property and refrain from exploiting intellectual property to both internal and external parties

### Principle – Keeping proper records

How do stakeholders adhere to this Principle?

- Ensuring the accurate retention of all records and documents submitted to or on the behalf of JCPZ in line with applicable legislation.

### Principle – Using resources effectively

How do we adhere to this principle?

- Safeguarding the Company's resources and ensuring their prudent and effective use;
- Completing tasks and projects efficiently and effectively;
- Employees and service providers acting on behalf of JCPZ are expected to apply knowledge and skills in the best interest of the Company and
- Conducting business or performing tasks using good judgment and due care, refraining from negligent or reckless conduct.

### Principle - Refraining from any form of harassment and intimidation

To provide an environment free of any form of harassment and intimidation, employees, directors and service providers must:

- Remain courteous and respectful in all dealings when acting for and on behalf of JCPZ; and
- Refrain from any form of conduct that may be perceived to be prejudicial, intimidate or harass, based on race, religion, gender, political conviction, sexual orientation or disability.

## **6.2. OWNERSHIP AND COMMITMENT**

JCPZ believes in dedicated, honest, open and constructive service delivery. We pay attention to detail while delivering what is expected on time and giving of our best at all times. We support and encourage internal and external stakeholders to do it right, ethically, honestly and with integrity at the first instance. Application of this value translates to commitment to

transparency and building trust and a good reputation in all our relationships. Required principles are as follows at a minimum:

- Being honest and trustworthy
- Being clear in all communication
- Reporting unethical and dangerous conduct
- Avoiding perceived and actual conflict of interest

#### Principle - Being honest and trustworthy

How do we adhere to this principle?

- JCPZ believes firmly that honesty and its characteristics can create a positive impact in the work environment. Further that, honesty is the act of following good work ethics and acting diligently at all times. Accordingly, the Company encourages its employees to influence the honesty of those around them.
- By proactively being truthful in such a manner that it does not create false impressions, mislead or deceive;
- Communicating in an open and transparent manner, subject to legal and competitive constraints and
- Utilizing Company resources for Company purposes and not for personal gain.

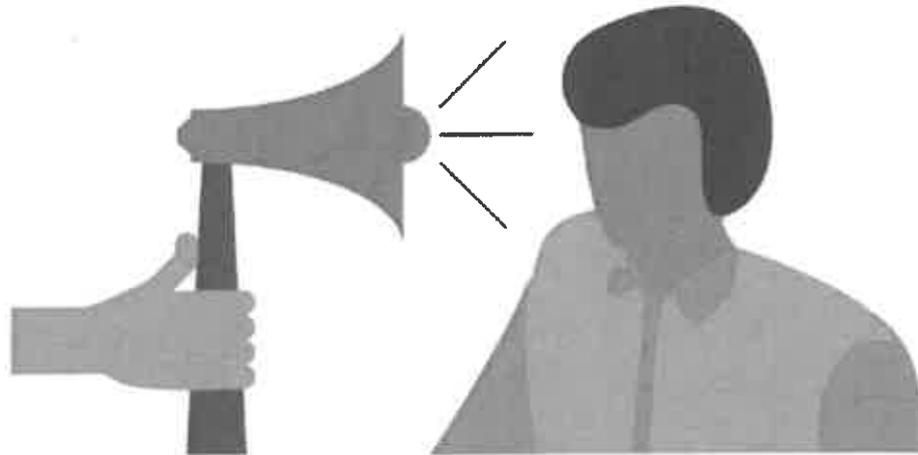
#### Principle - Being clear in all communication and actions

How is this Principle observed?

- JCPZ accepts its obligation to account for its activities, accept responsibility for them, and to disclose the results in a transparent manner. Subsequent to this, employees and service providers acting on behalf of the Company shall be responsible for the tasks they are assigned to perform and shall therefore be accountable for his or her actions in conducting those duties;
- Providing honest and constructive feedback in given timeframes;
- Offering/ providing clarification and precise information prior to executing tasks;
- Avoiding making any false or misleading statements to others who may rely on the accuracy and truthfulness of the information being provided;

- Avoiding untruths, untruthful omissions, deception, concealment and overstatement in their communication with stakeholders;
- Avoiding any form of intentional misrepresentation, fraud, corruption or illegal practices or actions;

Principle – Reporting unethical and dangerous conduct



It is vital that employees and stakeholders support this Code and it is encouraged that there should be disclosure of unethical behavior the first time it comes to light. JCPZ is committed to having an environment where employees and stakeholders can raise concerns or enquire on perceived transgression without fear of prejudice.

All raised concerns are taken seriously and are appropriately investigated, to the extent that it is possible. All employees, directors and stakeholders are encouraged to raise ethical concerns or enquire through these channels mainly by:

- Reporting to line manager (if possible);
- Report to Head of Internal Audit and/or the Accounting Officer
- Reporting to the Company Secretariat and
- Reporting via the Anonymous Tip Off Line on 0800 002-587

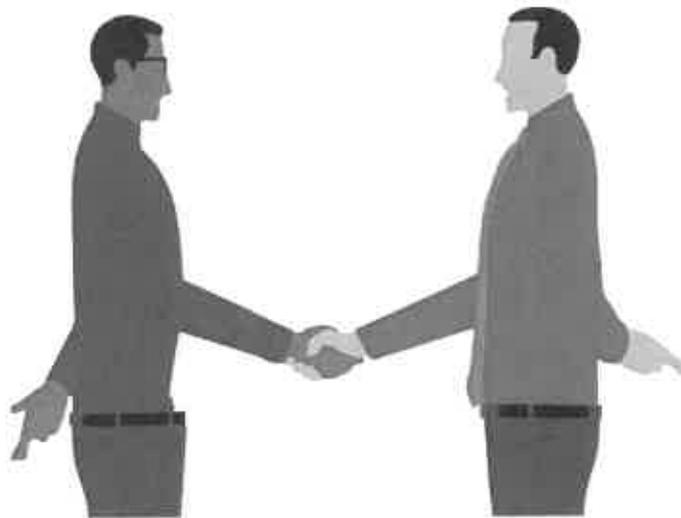
All Management has a duty of ensuring that the matter is given priority and resolved in a timely manner.

The Anonymous Tip Off Line is a service which allows employees and other stakeholders to raise and ask ethical questions confidently and anonymously in their own language. The line is managed by an external firm to ensure anonymity and when a concern or question is

received, it is sent to the Accounting Officer and/or Head of Internal Audit for investigation when necessary. The role of the Social and Ethics Committee is to have oversight, provide guidance and to ensure that investigations are done and are concluded accordingly.

Due to certain confidential matters that are typically raised through these channels, the reporter should not expect to receive detailed feedback on the findings of an investigation. The privacy of whistle blowers is top priority however all employees and stakeholders are required to handle personal data with the utmost care.

Principle - Avoiding both actual and perceived conflicts of interest



For the purposes of the code, conflict of interest exists where a Non– Executive Director or an Executive Manager, or any other employee has a relationship with either a natural or juristic person doing or intending to do business with JCPZ.

This includes a situation where either the director or employee has direct or indirect influence for directing or controlling the activities and resources that may unlawfully benefit a natural or juristic person.

It should be noted that the definition contained herein does not exclude the definition in the International Accounting Standard 24 Related Party Disclosures.

- Employees and stakeholders must refrain from any attempt to influence persons in public office in order to obtain an improper gain or advantage;
- Employees and stakeholders must refrain from offering any JCPZ staff member any item of value, including money, in return for a certain action or inaction by the staff member;

- Refraining from soliciting or accepting any item of value, including money, in return for a certain action or inaction, or that which could reasonably be perceived to create such an obligation;
- Disclosure of any personal interest they or a relative, has in relation to JCPZ's business (such conflict of interest could include directorships or employment of family members);
- By acting in JCPZ's best interest without any improper motives when entering into contracts or accepting business on behalf of the Organization;
- Refusal and reporting any offers of bribes or other potential corruption emanating from any source;
- Refraining from engaging in other income producing activities without the prior written approval of the Accounting Officer;
- Desist from tendering for JCPZ business or any tender by the Government if you are a JCPZ employee or Director as per legislation.

Where a conflict of interest situation could arise for an employee, s/he must desist from dealing with the contract giving rise to that situation and may not attempt in any way to influence the Company decision on the matter. The employee must further report the matter accordingly; failure to timeously report an arising conflict is regarded as a breach of this code.

To avoid conflicts of interest related to outside activities, employment, and directorships, employees must:

- Ensure compliance with all provisions of the Code of Ethics when invited to hold outside directorships;
- Obtain approval from the Managing Director when invited to become an outside director;
- Refrain from using their position for personal gain or to advance the interests of family members, friends, juristic persons or others;
- Refrain from taking full-time or part-time outside employment without the prior written approval of the functional head; and
- Refrain from acquiring a business interest or participating in any activity outside JCPZ that creates or appears to create excessive demand on their time, attention or energy, that would deprive JCPZ of their best efforts in executing daily tasks.

To avoid conflicts of interest related to relationships with suppliers/service providers, employees must:

- Refrain from compromising their independence when engaging with service providers; and
- Refrain from investing or acquiring a direct or indirect financial interest in a customer or service provider Organization, if such an investment or acquisition influences, or creates the impression of influencing, their ability to pursue JCPZ best interest.

To avoid conflicts of interest related to receiving gifts and entertainment, employees must:



- Refuse favors and/or gifts which may affect one's ability to make independent judgment, and report any such approaches in writing to one's line manager or head of department;
- Disclose all gifts with a value exceeding three hundred and fifty Rand (R350) in line with the Municipal Finance Management Act 56 of 2003
- Disclose any subsequent gift from the same party within any one year, regardless of value;
- Refrain from accepting business entertainment other than invitations to occasional lunches, cocktail parties or dinners; and
- Refrain from accepting personal hospitalities other than occasional tickets to local sporting or other events.

Employees may accept gifts from suppliers or contractors who have worked for JCPZ, provided:

- The gift is unsolicited and disclosed;
- The gift is not a reward or favour for persuading any official or member, structure or functionary of the council of the City of Johannesburg with regard to the exercise of any power or the performance of any duty;
- A staff member will not be expected to declare and/or disclose any benefit received by him/herself, his/her spouse, partner, business associate or close family member, if such benefit was acquired in common with all the other employees of JCPZ

To avoid conflicts of interest related to the receipt of commission, employees must:

- Waive and report any offers of commission or monetary remuneration related to the sale of any JCPZ product or service.

#### Principle – Combating criminal activities



How do we intend on adhering to this Principle?

- Refrain from and report observed fraud (willful misrepresentation yielding undue gain); and
- Refrain from and report observed corruption, including bribery.

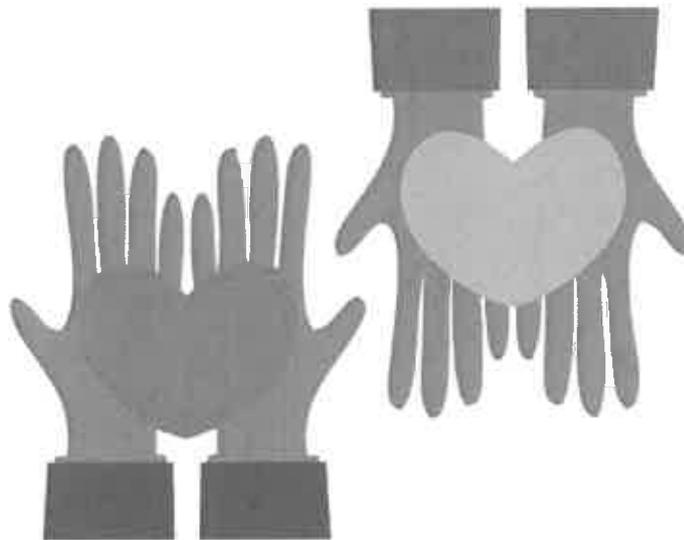
### 6.3. UBUNTU (CARE AND CONCERN)

We show that we care by leading by example and providing each other direction and support and a workplace that is free of harassment, discrimination, nepotism and favoritism. JCPZ appreciates and values the diversity of the workforce and the uniqueness of each employee.

JCPZ respects stakeholders' assets by using them for the purpose that they are intended; and not gain personally through the abuse of assets and resources. A commitment to Ubuntu requires being able to conform to the following principles at a minimum:

- Treating people fairly;
- Complying with health, safety and security standards;
- Providing a working environment free of discrimination;
- Providing opportunities for personal growth and professional development for all employees
- Valuing the different cultures and beliefs of all JCPZ's stakeholders; and
- Respecting the communities in which we are located

#### Principle – Treating people fairly



How do we act on this Principle?

- JCPZ commits itself to the principle of Ubuntu. The value of Ubuntu underpins the culture of interconnectedness and co-operation;

- JCPZ and its employees have the responsibility to treat every person, be it a fellow employee or a member of the public with respect and dignity;
- JCPZ respects all basic human and constitutional rights of stakeholders;
- Supporting and protecting human rights within the Company's sphere of influence;
- Giving reasonable notice of operational changes likely to have a major effect on stakeholders livelihood;
- By refraining from retaliating or tolerating victimization of persons who report unethical or dangerous conduct;
- Responding to stakeholders' suggestions, requests and complaints;
- Acknowledging rights to free association, collective bargaining and arbitration; and
- Complying with relevant Labour laws and regulations.

Principle - Providing a working environment free of unjust discrimination

We observe this Principle by:

- Providing a working environment free of unjust discrimination, all stakeholders must;
- Refraining from practices of unjustified discrimination based on race, religion, gender, political conviction, sexual orientation or disabilities; and
- Reporting practices of unjustified discrimination to the relevant authorities.

Principle – Providing opportunities for personal growth and professional development for all employees

This Principle is given priority by way of Creating and sustaining an environment providing personal growth and professional development, applicable employees must:

- Assume personal accountability for own training and development;
- Continuously seek opportunities to enhance their knowledge, thus improving personal skills;
- Explore and be receptive to innovation in order continuously to improve the quality and efficiency of their work; and
- Actively participate in the performance review process to better understand what they can do to be more effective, efficient and valuable employees.

## Principle – Valuing the different cultures and beliefs of all JCPZ’s stakeholders

How do we adhere to this Principle?

- By respecting the traditions and cultures of all people;
- Promoting equal employment opportunities;
- Respecting the right to freedom of social, religious and political association;
- Respecting the rights of differently abled people;
- Supporting employee involvement in civic affairs;
- Supporting and protecting democratic institutions; and

## Principle - Respecting the communities in which we are located

To respect the communities in which JCPZ is located, employees, service providers/ suppliers must:

- Cooperate with public authorities to address threats to public health and safety from the Company's products and services;
- Engage in community focused corporate social investments;
- Recognize the government's obligations and jurisdiction concerning society at large;
- Communicate and consult with communities affected by environmental and health and safety impacts of JCPZ’s operations;
- Be sensitive to the needs of local communities and consider their well-being in all policies and actions; and
- Aim to contribute to the economic well-being and social development of the communities in which JCPZ conducts business.

## Principle – Prevent Modern Slavery

To prevent modern slavery the Company and its stakeholders must:

- Report slavery, servitude, forced and compulsory labour and human trafficking this is not limited to the following groups
  - Directors;
  - Employees;

- Agency workers;
- Seconded employees;
- Suppliers and business partners;
- Agents;
- Interns;
- Volunteers;
- Contractors and Subcontractors;
- Consultants and
- Third party representatives
- Report with an effort of combatting modern slavery.

#### **6.4. TEAMWORK**

Together we grow our Company by developing, recognising and trusting our employees. The focus on collaborating and working together to achieve the common goal is paramount to the success of JCPZ. Through this Code and in our everyday dealings we intend to promote an environment of sharing knowledge and information. A commitment to Teamwork requires being able to conform to the following Principles at a minimum:

- Protecting the natural environment in which we operate;
- Protecting JCPZ's reputation;
- Working according to the highest standards of service and productivity;
- Working in unity as a team. No silo mentality ; and
- Protecting and respecting JCPZ's assets.

##### Principle - Protecting the natural environment in which we operate

How do we achieve this Principle?

- Promoting sustainable development;
- By engaging in environmentally focused corporate social investments;
- Engage and adhere to all environmental laws; and
- Treat the environment as a sustainable resource for present and future generations by limiting to an acceptable minimum air, noise or any other form of pollution emanating from carrying our duties and responsibilities.

## Principle – Protecting Johannesburg City Parks and Zoo' reputation



How do we adhere to this Principle?

- Promoting and upholding JCPZ' values in our everyday business dealings and operations;
- Acting as ambassadors of JCPZ at every appropriate opportunity.

## Principle – Working according to the highest standards of service and productivity

How do we intend on adhering to this Principle?

- By providing a reliable, punctual service in terms of the Service Excellence value and adhering to service level agreements;
- Conducting business according to the highest standards of accuracy and completeness;
- Employees are expected to perform their duties in a manner that reduces risk;
- Employees must ensure that they only commit to what that they can reasonably expect to fulfill to internal and external stakeholders and
- Continuously seek better and efficient ways of performing work.

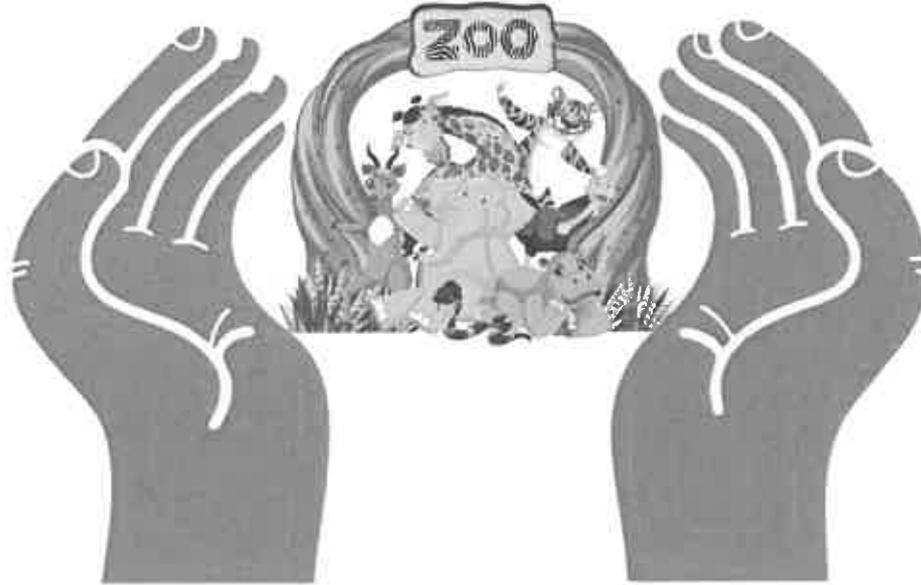
## Principle – Working in unity

How do we achieve this Principle?

- Promoting inter-departmental, interdivisional and interpersonal cooperation for the good of JCPZ and all its stakeholders, internal and external;

- Avoiding debilitating politics, and contravening the Code of Ethics and the Code of Conduct and
- Proactively sharing successful means of enhancing any and all aspects of efficiency or service quality with management and other employees in order to maximize the benefits.

Principle – Protecting Johannesburg City Parks and Zoo physical assets and animals



How do we achieve this Principle?

- By avoiding misuse of JCPZ property, assets or equipment;
- By treating all company assets with care and preventing loss or theft

## 6.5. INNOVATION

JCPZ constantly strives to redefine the standard of excellence in everything we do and also in confronting business challenges. Therefore, we are open to ideas that challenge the conventional views and drive innovation. The only constant in life is change and we believe that in order to stay relevant we must constantly improve with society's changing needs. The Company openly communicates and encourages goals and successes in order to attract new ideas and talented individuals.

## 7. APPLICATION OF THE CODE OF ETHICS

There will be times when stakeholders are uncertain whether a decision they make is consistent with both the letter and spirit of the Code. There will be other times when stakeholders suspect or believe they have observed unethical conduct.

JCPZ is committed to the highest ethical standards and principles in all JCPZ business, and requires the same from its Employees, directors, suppliers and all external stakeholders in fulfilling their responsibilities at the Company. Compliance with the Code and Ethics and all Company policies is therefore required of all the aforementioned.

### Managerial Responsibilities

In addition to their general rights, roles and responsibilities as employees of JCPZ, managers and supervisors have additional responsibilities resulting from their seniority and the nature of their managerial/supervisory duties.

Managers and Supervisors are required to:

- Make a personal commitment to act in accordance with the Code, communicate this commitment to staff members and lead by example.
- Guide staff members to behave in accordance with the Code.
- Identify ethics risks in your business activities, and establish ways to mitigate these risks, and to address potential contraventions of the Code.
- Take appropriate action to correct behavioural deviations, and
- Enforce disciplinary action when appropriate.

Managers and Supervisors are required to ensure that their staff members, including temporary employees and contract workers in the department are sensitised to the Code and ethics related policies through staff dialogue sessions facilitated by managers and supervisors.

Employees need to know how to apply the Code in their specific work environment.

Managers and Supervisors are accountable for ensuring that all new employees and temporary or contract workers attend their Divisions induction programme, as well as formal ethics training workshops. The Ethics Office should be contacted to provide ad-hoc ethics training on request.

Managers and Supervisors are required to give their staff members opportunities to discuss ethics issues and concerns both formally and informally. It is recommended that ethics is a standing agenda item for staff meetings, so as to encourage 'ethics' dialogue.

Managers and Supervisors are required to assist staff members in:

- Addressing ethics issues and concerns and queries,
- Reporting unethical behaviour and violations of the law and policies so that incidents can be investigated and appropriate action taken.

Managers and Supervisors may not, under any circumstances, victimize staff members who report unethical behaviour and/or violations of the law and JCPZ Policies.

#### Employee Responsibilities

- Employees must ensure that they are aware of and familiar with the Code, and Company policies, and that you receive proper training on these.
- Use the Code to guide your decisions, especially when you are in doubt, or if there are no rules or policies that address the specific situation.
- If you have questions or concerns, seek advice.
- Request detailed information from managers, supervisors and policy custodians regarding policies and procedures which relate to your work, and ensure that you understand and comply with these.
- Use the appropriate channels to report unethical behaviour, crime, irregularities and grievances. JCPZ will protect employees who have reported suspected illegal activities and violations of the policy, against any form of victimisation or occupational detriment, and will make every effort to protect the confidentiality of anyone reporting a breach.
- Loyal execute the lawful policies of JCPZ;
- Perform the functions of office in good faith, diligently, honestly and in a transparent manner.

- Act in the best interest of JCPZ and in such a way that the credibility and integrity of JCPZ are not compromised.
- Act impartially and treat all people, including other staff members, equally without favour or prejudice.

#### Other Role Players' Responsibilities

- Human Resource practitioners are required to ensure that new employees receive a briefing on the Code as part of the sign-on process.
- New employees must be registered to attend an induction programme within one (1) month of joining JCPZ.
- All individuals acting on behalf of JCPZ must be made aware of, and are expected to adhere to, JCPZ's Code of Conduct and Code of Ethics. The Supply Chain Management department is required to ensure that suppliers receive a briefing on the Code as part of the contract documentation provided by JCPZ.

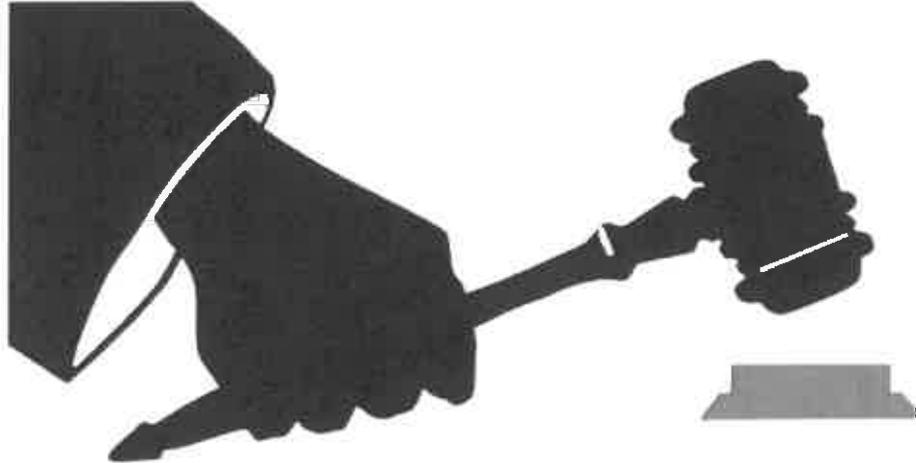
#### Internal Audit Department:

- Provide assurance function that the Divisions are complying with applicable legislation, JCPZ policies and procedures.
- Investigate and report on matters of ethics referred to them and ensuring that disciplinary action is recommended where evidence of non-compliance exists.

#### Employee Relations:

Facilitate and support any grievances and/or disciplinary actions required when contraventions of this Code occurs in terms of the relevant JCPZ disciplinary code, policies and procedures.

## 8. BREACH OF THE CODE OF ETHICS



A breach of this Code will be regarded as misconduct. Violation of the code will therefore be dealt with in accordance with the JCPZ Disciplinary Code.

Those engaging in ethical misconduct not explicitly mentioned herein may be subject to disciplinary action.

## 9. FREQUENTLY ASKED QUESTIONS

### **What are Business Ethics?**

Business ethics also known as corporate ethics is a form of applied ethics or professional ethics, that examines ethical principles and moral or ethical problems that can arise in a business environment. It applies to all aspects of business conduct and is relevant to the conduct of individuals and entire organizations.

### **What is ethics?**

Ethics concerns what is good and right for the self and the other, and can be expressed in terms of the golden rule, namely to treat others as you would like to be treated yourself. In the context of the organisation, ethics refers to ethical values applied to decision-making, conduct, and the relationship between the organisation, its stakeholders and the broader society.

## **Who are our Stakeholders?**

Stakeholders are groups or individuals that can reasonably be expected to be significantly affected by an organizations business activity, outputs or outcomes, or whose actions can reasonably be expected to significantly affect the ability of the organization to create value over time.

Internal stakeholders are directly affiliated with JCPZ and include its Board of Directors, management, employees and the shareholder (City of Johannesburg).

External stakeholder could include trade unions, civil society organisations, government, customers and consumers.

## **What are core values?**

Core values are convictions and beliefs about how JCPZ and those who represent it should conduct themselves; how resources should be treated; what the core purpose and objectives of JCPZ should be; and how work duties should be performed.

## **What does it mean to conduct business responsibly in Johannesburg City Parks and Zoo?**

Responsible business conduct in means acting professionally, being transparent, conducting oneself with pride and respecting diversity.

## **What does it mean to be professional?**

To be professional means performing to the highest standard, offering the best possible service, exercising safety and ensuring excellence in all we do.

## **What does it mean to be transparent?**

To be transparent means being truthful, and building trust as well as a good reputation in all our relationships and actions.

### **What does it mean to grow our company with pride?**

To grow our company with pride means building the company by developing, recognising and trusting our people, as well as respecting the environment.

### **What does it mean to value diversity?**

To respect diversity means recognising the inherent worth of every human being and the value they bring to our business and interactions.

### **What may cause conflicts of interest?**

Conflicts of interest may be caused by:

- Inappropriate outside activities, employment, and directorships;
- Relationships with customers and service providers or suppliers;
- Accepting gifts and entertainment;
- Giving gifts and entertainment;
- Political contributions; and
- Unauthorized receipt of commission on business deals

### **What is compliance?**

Compliance is following specific rules called laws, regulations, procedures and policies that apply to us. All good rules are do's and don'ts rooted in core values, such as Professionalism, Transparency, Pride and Diversity.

### **What are laws?**

Laws are the rules (do's and don'ts) of the countries within which we operate, guiding us in responsibly conducting our business. If we break these laws we may be punished.

### **What are regulations?**

Regulations are rules (do's and don'ts) for large organisations like Johannesburg City Parks

and Zoo, guiding us to conduct our business responsibly all over the world. These rules often support the laws of the countries in which we operate.

### **What are Policies and Procedures?**

Policies and procedures are rules (do's and don'ts) for our various departments, divisions and business partners, guiding us to conduct our business responsibly. These rules are often supported by laws and regulations.

### **What should I do in the absence of legal, regulatory and policy guidelines?**

Remember, when you are in doubt, always revert to the JCPZ values. You may also ask yourself:

- Am I acting with service excellence in mind?
- Am I doing the best to encourage innovative ways in my dealings?
- Are my actions incorporating values of Ubuntu?
- Am I being transparent?
- Are my actions in the best interest of the Company and its stakeholder?
- Am I being fully honest and trustworthy?
- Am I being considerate towards my Teammates?
- Am I respecting diversity?

### **What should I do when I think JCPZ's values clash with laws or regulations?**

When you encounter such a situation, elevate your concern to the Accounting Officer. JCPZ is committed to responsible business conduct; therefore, the highest ethical standards - our values – should guide our actions.

## **10. REVIEW OF THE CODE OF ETHICS**

Last review date: 31 October 2022

This policy will be reviewed annually, or as and when required.