



JOHANNESBURG CITY PARKS AND ZOO

PHINEAS MCINTOSH PARK UPGRADE

BID No: JCPZ/CID11/2021

JOHANNESBURG CITY PARKS AND ZOO

Registration No: 2000/028782/08

City Parks House, Ground Floor

40 De Korte Street

Braamfontein

Johannesburg

Project Enquiries:

Name: Ms Magdeline Khomane

Telephone: 083 240 6572

Email: mkhoman@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: 3 Months

CIDB Grading: _____

Compulsory Briefing session: N/A

The closing date and time for receipt of tenders is Friday, 11 February 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:

09-02-2022 (08:00 – 16:00pm)

10-02-2022 (08:00 – 16:00pm)

11-02-2022 (08:00 – 12:00pm before the closing time)

QUALIFICATION CRITERIA FOR FURTHER EVALUATION

- Proof of Registration with **CSD** (Central Supplier Database) at National Treasury
CSD No: _____
- Proof of registration with **CIDB** (Construction Industry Development Board)
CIDB NO. _____
- Valid **Tax Pin** Number: _____
- Companies' and/ or Directors latest **municipal statement or valid lease agreement** in their area of jurisdiction (not older than 3 months)
- **Valid COID (CLASS V):** Letter of good standing from the Department of Labour (Compensation for Occupational Injuries and Diseases Act
- Provide Valid Certificate or Proof of Membership with a regulatory body where applicable;
- Valid **Joint Venture** Agreement (If Applicable)
- 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 initialled by the bidder;
- Attend the compulsory briefing session (If Applicable)
- Completion of the entire tender document as issued or downloaded is compulsory

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

Contents

Nº	Heading
The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice, Invitation to Tender and Functionality
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreement and Contract Data	
C1.1	Form of offer and acceptance
C1.2	Contract data
C1.3	Form of Guarantee
Part C2: Pricing Data	
C2	Bill of Quantities
Part C3: Scope of Work	
C3	Refer to BOQ
Part C4: Occupational Health, Safety, Environment and Quality Specifications	
Part C5: Certificate of Independent Bid Determination	
Part C6: Local Content	
Part C7: Declaration of Interest	
Part C8: Declaration of Bidder's past Supply Chain Practices	

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 **Strictly CIDB Grade 4SH & BBBEE level 1** only contractors from suitably registered companies in the construction field for the UPGRADE of PHINEAS MCINTOSH PARK 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 (If Applicable)

Stage 3: Price

BBBEE status Level of Contribution

80

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. Thus, the JCPZ has discretion in certain circumstances to award a contract to a tenderer who has not scored the highest points according to the preference point system, provided that certain jurisdictional facts exist as per the set-aside and rotation policy of JCPZ.

The validity of submission will be 90 days from the closing date and may be extended up to 120 days. Bids may only be submitted on the bid document issued by JCPZ

A compulsory clarification meeting with representatives of the Employer will take place at: **N/A**

The closing date and time for receipt of bids is Friday, 11 February 2022 at 12:00pm. Telegraphic, telephonic, telex, facsimile and late bids will not be accepted.

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.

For more information on bids and quotations visit our website www.jhbcityparksandzoo.com . Bids completed in Pencil will be regarded as invalid.

Johannesburg City Parks and Zoo

THE FOLLOWING PARTICULARS MUST BE FURNISHED
--

NAME OF BIDDER

ID NUMBERS OF SHAREHOLDERS

TAX NUMBERS OF SHAREHOLDERS.....

POSTAL ADDRESS

STREET ADDRESS

CONTACT PERSON

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

COMPANY REGISTRATION NUMBER

VAT REGISTRATION NUMBER.....

COMPANY INCOME TAX NUMBER.....

TO QUALIFY FOR CONSIDERATION PROVIDE THE MINIMUM QUALIFICATION DOCUMENTS

Company registration documents (Ck document)	Yes	No
an original valid Tax Clearance Certificate issued by the South African Revenue Services.		
Companies or Directors proof of residence (Latest municipal account or Valid Lease Agreement)		
Valid COIDA Certificate (Letter of Good standing)		
Proof of Registration with CSD (Central Supplier Database) at National Treasury		
Valid CIDB Grade (Provide CRS number.....)		

(Tick applicable box)

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)**
- 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.**

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? **YES/NO**
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

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

Bids must be submitted in Sealed Envelopes clearly marked "Bid For.....and Bid Number JCPZ/....."

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).

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	The Tender Documents issued by the Employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice, invitation to tender and Functionality T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Form of Guarantee Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of Work Part C4: Site information C4 - Site information The tender documents issued by the employer comprise: Volume 1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Volume 2: Returnable documents 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

F.1.2	Volume 3: The contract Part C1: Agreements and contract data C1.2 Contract data (part 1) C1.3 Form of Guarantee Part C2: Pricing data C2.1 Pricing instructions Part C3: Scope of work C3 Scope of work Part C4: Site information C4 Site information
F.1.4	The employer's agent is : N/A
F.2.1	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 strictly CIDB Grade 4SH class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the strictly CIDB Grade 4SH class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a strictly CIDB Grade 4SH class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. 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.
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	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: Location of tender box: Johannesburg City Parks and Zoo Head Office, City Parks House, Ground Floor. Physical address: 40 De Korte Street, Braamfontein, Johannesburg Identification details: Tender reference number, Title of Tender and the closing date and time of the tender
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 90 working days 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 original valid 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 12h00PM on 11 February 2022. 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 original valid 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.

PAGE TO WHICH A VALID TAX COMPLIANCE STATUS CERTIFICATE MUST BE ATTACHED:

Please attach a valid Tax Compliance Status Certificate to this page.

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

Please attach any of the following to this page:

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

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 proof of 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 MUST BE ATTACHED:

Please attach a reference letters 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:

- | | |
|---|--|
| 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 the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

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 the National Assembly or the National Council of Provinces	a member of an accounting authority of any national or provincial public entity
a member of the board of directors of any municipal entity	an employee of Parliament or a provincial legislature
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 this 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:

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.

GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

Preference points for this bid shall be awarded for:

Price; and
B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.3 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) 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-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
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 an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 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 Registered Auditor approved by IRBA or 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 25% 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 25% 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 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 or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

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 or QSE?

YES / NO (delete which is not applicable)

Specify by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulation, 2017.

Designated Group: An EME or QSE which is at least 51% Owned	EME √	QSE √
Black People		
Black People who are youth		
Black People who are woman		
Black People who are disabled		
Black People living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black People who are military veterans		
OR		
Any EME		
Any QSE		

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;
 - I cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the 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 audit alteram partem (hear the other side) rule has been applied; and
 - I forward the matter for criminal prosecution

WITNESSES:

.....

.....

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

DATE:.....

ADDRESS:.....

.....

.....

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 Employer is.
1.2	Name: JOHANNESBURG CITY PARKS AND ZOO The address of the Employer 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 contract sum is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance
1.7	The governing law is the law of South Africa
3.3 31.16.2	Waver of the contractor's lien or right on continuing possession is required.
3.6	The original signed set of contract documents is to be held by the employer .
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 contractor is to provide a Fixed construction guarantee 10% of the contract sum .
15.3	The period for the commencement of the works after the contractor takes possession of the site is 5 working days.
15.4 28.0	Completion of the works in 1 months is required.

22.2	The type of work and extent of work to be undertaken by direct contractors is refer to specifications.
24.3.1 30.1-3	For the works as a whole : The penalty per calendar day 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 contract value shall be adjusted according to CPAP . 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
	The variations to the General Conditions of Contract are: Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. CONTRACT SUM 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 contractor shall provide: 3.2.1 A construction guarantee where so required in the contract data. 3.2.2 An advance payment guarantee where so required in the contract data. 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 construction guarantee stated in the contract data.
	Replace the word " priced document " in 19.1 and 19.2 with " agreement "
	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following: The contractor and principal agent shall appoint a selected subcontractor 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) working days 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 arbitrator" at the end of 40.3.3 with "either arbitration where the arbitrator is to be appointed by the body whose rules shall apply or court proceedings as stated in the contract data." 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:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
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

Provisional Bill of Quantities for the Construction of Park Phineas McIntosh Summary



No.	Description	Total
1.	Preliminaries and general	R -
2.	Miscellaneous	R -
3.	Earthworks and Composting	R -
4.	Planting	R -
5.	Specialised Installations and other	R -
	Total for Rate only items	R -
6.	Maintenance	
	Total	R -
		(Excl. VAT)
	Contingencies / Retention @10%	
	Sub total	R -

	Vat @	15%	R	-
	TOTAL (INCL VAT)		R	-

Provisional Bill of Quantities for the Construction of Park Phineas McIntosh Preliminaries and General

No.	Description	Units	Quantity		Total
1.	Miscellaneous				
1.1	<u>Preliminaries and general</u>				
1.1.1	Site establishment: the contractor is to establish a site office with a 1.8m high suitable fencing to accommodate the Consultant, contractor and the community representative. On site, the location will be identified by both the contractor and the consulting team. The site office shall be made of a vandal proof material complete with meeting table and chairs for the entire construction period.	sum	1	R	-
1.1.2	Portable Ablutions: Provide suitable ablution facilities to be permanent on site for the period of construction, for the use of the construction workers, and the construction office, The toilets shall be serviced regularly on weekly bases.	months	2	R	-
1.1.3	Site signage: Supply and erect two sign boards a sign board according to Johannesburg city park's standards. The sign board must indicate the construction activity the start and completion date. And the respective construction team. A standard signage board for constructors can be obtained from the consultant.	sum	2	R	-
1.1.4	Site security: Allow for the onsite security, of the contractor's choice to remain on site and maintain security for the duration of the project. A local security company is preferred for the post, to ensure the use of local companies.	months	4	R	-
*	Contractor to make sure the following are included:				
*	Allow for the adherence of the OHSA as per the attached safety specification. A standard safety plan will be available for guidance to the contractor to ensure compliance aligned to the safety specification.				
*	Allow for the provision of a dedicated safety officer on site, the incumbent will be responsible to ensure that safe is adhered to and that the procedures are pursued should an incident occur during the duration of the construction.				
*	Allow for the purchase and supply of the safety first aid kit and availability of protective clothing appropriate for the workers .e.g. Boots and helmets, as part of adherence to the occupational health and safety act. An arrangement must be brokered between the contractor and the local labor on the purchasing and using of the safety gear.				
*	The Client shall be responsible to provide the water connection on required spots, the contractor shall locate and provide temporary water connection during the commencement of the project. An allowance shall be made for regular hiring of the water tanker during construction. (This sum is applicable where water connection is not yet available).				
1.2	<u>General requirements</u>				
a.	Removal of site facilities	sum	1	R	-
b.	Allowance for the appointment of the Community liaison officer (CLO)	sum	4	R	-
	Total for preliminary and general.			R	-

**Provisional Bill of Quantities for the Construction of
Park Phineas McIntosh
Soft and Hard Landscaping**

No.	Description	Unit	Quant	Total
2.	Miscellaneous			
2.1	Clearing of Area			
2.1.1	<u>Loading and removal to contractors own dumping site</u>			
*	All unusable material, debris and stone, placed in measurable storage heaps, resulting from the initial soil preparation to the final finishing process (other than specified measured items).			
*	Provision for 100 m ² Garden areas			
*	Provision for 3000 m ² Lawn areas			
*	Provision for 3500 m ² Hard landscape areas			
a.	Provisional quantity	m ²	6600	R -
2.1.2	<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>			
*	All material to be placed in measurable storage heaps and removed from site to the closest dumping site.			
a.	Provisional quantity as per plans	m ²	3300	R -
	Total for Clearing and Levelling carried to summary			R -

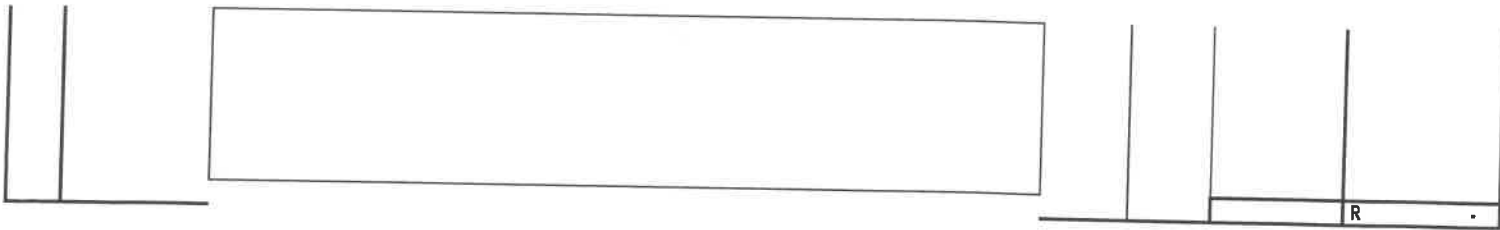
No.	Description	Unit	Quant	Total
3	Earthworks and Composting			
3.2	Scarifying, Total area = 3100 m ² All planted areas at the front at the road side shall be ripped and rotivated using machinery by breaking up the earth to a depth of 300mm at 300mm centres in both directions, Unless otherwise described.			
a.	Scarifying of lawn areas = 3000 m ²	m ²	3000	R -
b.	Scarifying of groundcovers areas = 100 m ²	m ²	100	R -
3.3	Fine grading, Total area = 3100 m ² 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.			
a.	Fine grading of groundcover areas = 100 m ²	m ²	100	R -
b.	Fine grading of lawn areas = 3000 m ²	m ²	3000	R -
3.4	Topsoil from stock pile on site 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. Load, cart and spread topsoil to specification from storage heaps on precinct:			
*	0,35 m ³ x 75 100 kg trees	26		
*	0,07 m x 100 m ² of groundcover area	7		
*	0,07 m x 3000 m ² of lawn area	210		
*	Inclusive of all handwork where required;			
*	Areas to be provided with topsoil to be approved by Landscape Architect prior to spreading;			
*	Work measured in situ.			
a.	Creating stockpile on site	m ³	524	R -
b.	Total topsoil from stock pile	m ³	524	R -
c.	Total topsoil import and spread (Additional allowance).	m ³	30	R -
3.5	Compost, Import and spread 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.			
*	0,25 m ³ x 30 200 kg trees	7,5		
*	0,5 m x 100 m ² of groundcover area	50		
a.	Total compost import and spread	m ³	57,5	R -
3.6	Fertilizers 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.			
*	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.			
3.6.1	2:3:2 Fertilizers			
a.	2:3:2 in groundcover areas 0,05 g x 100 m ²	kg	5	R -
b.	2:3:2 in lawn areas 0,05 g x 3000 m ²	kg	150	R -
c.	2:3:2 in tree areas 0,17 g x 30 m ²	kg	5,1	R -
3.6.2	Super Phosphate			
a.	Over groundcover areas 0,1 kg x 100 m ²	kg	10	R -
b.	Over lawn areas 0,1 kg x 3000 m ²	kg	300	R -
c.	Over tree areas 0,1 kg x 30 m ²	kg	3	R -
Total for earthworks and composting to summary				R -

[illegible]

No.	Description	Unit	Quant	Total
	Total brought over			R -
4,3	Shrubs and Groundcovers			
*	Shrubs and groundcovers shall meet the requirements for height and spread as specified (350mm high x 250mm wide).			
*	Thin or sparsely-branched plants shall not be accepted. Branched shall be well-spread with ample young branches and the plant as a whole shall be growing well.			
*	Vigorous full growing plants only will be accepted.			
*	Plants will be used for hedging and the branch to develop from the soil level.			
4.3.4	Species			
a.	Agapanthus africanus (2kg) 25 m² 2 kg @ 6 /m²	no	150	R -
b.	Bulbine frutescens (2kg) 25 m² 2 kg @ 6 /m²	no	150	R -
c.	Dietes grandiflora (Plugs) 25 m² Plug @ 6 /m²	no	150	R -
d.	Kniphofia praecox (2kg) 25 m² 2 kg @ 6 /m²	no	150	R -
	Total area for shrubs and groundcovers	m²	600	
4,4	Lawn			
*	The contractor to provide all the necessary machinery, labour, transport and material to plant the new lawn.			
*	Plant lawn according to specifications.			
*	Top of lawn levels are to be 35mm lower than the top of the kerb or paving levels.			
*	All lawn to be free of weeds.			
*	Payment on m² planted.			
*	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).			
*	Maintain until handover.			
*	Rates to be all inclusive.			
a.	Supply and lay Fine First grade 'Kikuyu' grass instant lawn on the demarcated grass areas, allow for soil preparation and suitable composting unless if specified.	m²	3000	R -
	Total area for lawn	m²	3000	
	Total for Shrubs and Ground covers carried to summary			R -

No.	Description	Unit	Quant	Total
5	Specialised Installations and other			
5,1	Street Furniture - Benches Contractor to supply or subcontract the manufacture and installation of the custom made benches. The general dimension of benches to be 2000 (L) x 500 (W) x 750 (H) mm and the height include bench footing. Bench to have a smooth concrete finish and colour. All cracked concrete edges to be repaired before signing bench off. Per bench there is 2100(L) x 800(W) x 150(D) mm concrete apron Benches to be installed and manufactured as per specification and drawing Rate be all inclusive (The complete manufacture and installation as indicated in all the drawings). Provision for: Provision for benches:	20 no	20	R -
5,2	Litter bins Contractor to supply or subcontract the manufacture and installation of the custom made litter bins as per specification and drawings. 100l Steel swing bin on arm 390mm diam x 600mm high Perforated bin Litter bin to be installed as per Landscape master plan drawing Rate be all inclusive (The complete manufacture and installation as indicated in all the drawings regarding the above) Provision for Litter bins:	8 no	8	R -
a.				R -

No.	Description	Unit	Quant	Total
5,3	Playground pieces - Senior Size Supply and install 60mm thick rubber matting on a 100mm 20Mpa concrete slab for all peaces. Brickwork edging.			
a.	* Playequipment 1 <u>Multipurpose playequipment (Steel) Code GEP-J20C Or Similar</u> <u>Dimensions 920X470X480 cm</u>	m2	400	R -
b.	* Playequipment 2 <u>Multipurpose playequipment (Steel) Code GEP-21A Or Similar</u> <u>Dimensions 850X500X420 cm</u>	no	2	R -
c.	* Dome Climber: 300cm x 300cmx160cm (Steel) or Similar	no	2	R -
d.	* See-Saw: Dimensions: 3.6m x 1.0m height (Steel)or Similar Dimensions: <u>Fabrication Costs (Supply Mat'l & Fabricate) 1 Coat Primer, 2 Coats Enamel</u> Sum for uprooting existing play equipment - repaint & reinstall as per Landscape architect's instructions.	no	1	R -
5,4	Outdoor Gym Equipment - supply & fit including safety rubber matting per peace	no	2	R -
a.	Push chair	sum	1	R -
b.	Pull chair	no	1	R -
c.	Seated pedal trainer	no	1	R -
d.	Elliptical Cross-Trainer	no	2	R -



No.	Description	Unit	Quant	Total
5,4	Rock boulders To be harvested on site & placed as per landscaping master plan. All to be inspected and approved by the Landscape consultant before placing.			
a.		Rate only	0	R -
5,5	Paving Allowance for pedestrian pathway as per Landscape Architects details. Contractor to supply all the necessary equipment and labour for the installation all paving. Excavate in-situ subsoil to depth of 300 mm and re-compacted in 150 mm layers to the density of 93 % Mod AASHTO as Install weed cloth as per Landscape Architect's specifications.			
a.	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 Rate be all inclusive (manufacture and installation)			
	Infraset Bush Stone SABS type S-C 25MPa non-interlocking Multiblend concrete paving blocks, size 200 x 150 x 60mm Rate for Supply & installation: Bollards Ø - ± 500mm Base: ± 500 x 500mm Weight ± 205kg Exposed aggregate or plain concrete			
	Pedestrian areas			
b.	Bollards Rate for fetching bollards from City Parks Depot and installation	m2	3500	R -
	* Brickwall construction with protruding rock, Fibreglass pole lengths given below excludes the 600mm which are to be buried	no	0	R -
c.	Entrance Feature See Landscape Architect's details: Barbeque stand Ø ± 500mm Height 950mm overall	Rate only		
d.	Pre-cast Braai stand Cobbles: Precast concrete cobbles size 150mm x 400mm x 75mm Wide	sum	1	R -
e.	Cobbles Type 0 or similar approved: Length: 1000mm Width: 450mm, Height: 75mm, Mass: 56kg/m	no	0	R -
f.	Coping	l/m	4400	R -
h.	Customised paving blocks 0.5m high wall with exposed rock faces & Dump rock. See details	l/m	0	R -
i.	Brick wall & planters Games tables/ platform in concrete: See details	no	300	R -
j.	Built games platforms See details: Sun (1,5m Fibre cement) Yellow	l/m	0	R -
k.	Solar Ssyetem Central feature See details: Planets set (0.m - 0.5m high - concrete with coloured mosaics to replicate planets colours	no	5	R -
l.	Solar Ssyetem Central feature Facilities.	no	0	R -
		no	0	R -
5,6	Building Amphitheatre			R -
a.	* Toilet renovations : Plumbing fixtures and painting	sum	1,00	R -
b.	* Site fencing and turnstile gate	sum	1	R -
c.	* Cycle track (open, natural and compacted natural ground surface)	l/m	844	R -
d.	Running track (open. Natural and compacted natural ground surface)	sum	1	R -
e.		sum	1	R -
f.				
	Sundries			
	Tota			
f.	Total for Specialised installation and other carried to summary	sum	1	R -
	Total for Rate only items	sum		R -
				R -

Provisional Bill of Quantities for the Construction of Park Phineas McIntosh Maintenance

No.	Description	Unit	Quant
6.	Maintenance		
6,1	MAINTENANCE OF ENTIRE INSTALLATION		
	* Full maintenance and establishment of the all bulk services, landscape and water course areas inclusive but not restricted to the maintenance of the irrigation, electrical and water system, application of pesticides, fertilizers and replacement of plants etc. Inclusive of weekly maintenance of the water feature and application of chemicals. All in accordance with the routine maintenance specifications.	Months	4
a.	Maintenance to commence upon date of practical completion.		
	* Full maintenance and establishment of the all bulk services, landscape and the maintenance of the irrigation, electrical and water system, application of pesticides, fertilizers and replacement of plants etc. Inclusive of weekly maintenance of the water feature and application of chemicals. All in accordance with the routine maintenance specifications. * Top dress lawn areas with a 25mm thick layer of selected topsoil to eliminate any unevenness in lawn, improve drainage or to rejuvenate lawn areas as instructed by the Landscape Architect. * Use a mixture of 50% approved topsoil or river sand and 50% approved lawn dressing. * Rate to be per m2 of application of approved mixture		
6,2	MOWING OF LAWN		
	* The lawn areas must be mowed to the following at least 36 times per year adhering to the following programme depending on rainfall: * All lawn areas must be kept weed free by mechanical, manual or other approved methods. * All lawn areas must be scarified during August to remove thatch build-up and then fertilized as specified below. * All cuttings must be removed from lawn areas and composted where possible. * After each mow the edges must be trimmed following the indicated bed lines on the appropriate drawings or as instructed by the Landscape Architect.		
6,3	LAWN FERTILIZER		
	The lawn areas require a minimum of SIX applications of fertilizer per year:		
	* Mid-September - apply 2:3:2(22)+Zn at 250g/m2		
6,4	* Mid-January - apply LAN at 200g/m2		
	PLANTING		
	* General Planting Area must be maintained on a bi-weekly basis during the summer months and should include at least the following maintenance action: * All plant material to include tree and shrubs will be replaced should they die during maintenance period. Upon maintenance completion, the park will be handed over in fully established state. * Mid-October - apply 2:3:2(22)+Zn at 250g/m²		
6,5	TREE STAKES AND TIES		
	* Tree stakes of trees in General Planting Areas, shall be checked monthly, straightened, firmed into the soil, and retied when and where necessary. Also ensure that the tree ties are not too tight by adjusting as required.		

Johannesburg City Parks and Zoo

C3: Scope of Work (REFER TO BOQ ABOVE)

  	ID NO: EMSPROC09/OP02	REVISION NO: 00	DATE OF NEXT REVISION: SEPTEMBER 2019
		CONTRACTOR MANAGEMENT: ENVIRONMENTAL MANAGEMENT SPECIFICATION <u>NAME OF PROJECT: PHINEASE MCINTOSH PARK CONSTRUCTION</u>	

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. It is imperative that all contractors do compile and submit an Environmental Management file as per the requirements set below:

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 work undertaken around or close to the water course(s). Consideration should be undertaken with regards to the requirements of the protected species as well as the heritage resources where applicable. The contractor is also 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). The contractor is also required to submit an environmental sustainability policy with the objective of environmental protection and pollution prevention. The appointed contractor should be conversant to the issues of augmented biodiversity and detailed attention should be paid to the flora species introduced and such should be in compliance to the requirements of the National Environmental Management: Biodiversity Act No 10 of 2004 (NEMBA).

In an event that the contractor is appointed to handle chemicals to a larger degree, such contractor shall ensure that there is a competent Pest Control Officer (PCO). The contractor is also required to submit an environmental sustainability policy with the objective of environmental protection and pollution prevention. The file will be reviewed and once approved the contractor shall sign the memorandum of understanding. Sound waste management procedures should be developed and implemented.

1. Environmental Management Appointments

Submit an organogram that outlines the roles and responsibilities; All appointments should be site specific and be done in writing and signed. Appointment letters below are compulsory and should form part of the environmental management file:

- Emergency preparedness and response personnel;
- Fire fighter;
- Environmental management Representative;
- First aid attendant;
- Incident investigator;
- Hazardous management supervisor / controller;
- Waste management Coordinator;

2. 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 in an event that an appointment is made for a site with different topography. The implementation of the risk assessment shall be monitored and additional recommendations imposed where necessary.

3. Environmental Site Establishment

Where applicable, the contractor will be expected to submit the environmental site establishment plan which outlines the following:

- The method statement for site clearance;
- The site layout which clearly demonstrates the location of the following: ablution facilities and waste bins;
- The Environmental compliance monitoring plan (how the contractor will monitor compliance and report the findings to the Client / SHEQ);
- The declaration of understanding the Environmental specifications by the Contractor;

4. Waste management plan

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

- Proof of registration as a waste handler with CoJ (Wastehub) for general waste and the Provincial department for hazardous waste;
- Proof that vehicles transporting waste are registered and permitted to do so (GDARD);
- Waste segregation and storage strategies;
- Type of waste generated;
- Permit / agreement from the registered landfill sites;
- Proof that waste is disposed of in an Environmentally friendly manner (proof of waste manifestos to be submitted monthly);

The implementation of the waste management plan shall be monitored and additional recommendations imposed where necessary.

5. Environmental Management Plan (EMP)

The EMP should be site and project specific and include but not limited to the following:

- Defined scope of work for the proposed project which includes environmental management considerations;
- Pollution prevention plan (soil contamination and water contamination);
- Hazardous Chemical Substances (HCS) Management Plan (inventories, Material Safety Data Sheets (MSDS) including daily management to prevent environmental pollution;

The implementation of the EMP shall be monitored and additional recommendations imposed where necessary.

6. Environmental Emergency & preparedness Plan

The plan should include but not limited to the following:

- Incident reporting procedure;
- Non-conformance management plan;
- Fire prevention strategies;

7. Site Rehabilitation Plan (where applicable)

Develop a procedure that will be followed for rehabilitating the disturbed area at the completion of the project;

8. 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 daily tool box talks are conducted on various Environmental management topics which 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;
- Pollution prevention strategies;
- General Environmental awareness;

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

9. 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:

- 9.1 Constitution of South Africa Act 108 of 1996;
- 9.2 National Environmental Management Act 107 of 1998;
- 9.3 National water Act 36 of 1998;
- 9.4 National Environmental Management Biodiversity Act 10 of 2004;
- 9.5 National Forest and Fire Amendment Act of 2001;
- 9.6 Environment Conservation Amendment Act 2005 no 50 of 2003
- 9.7 Hazardous Chemical Substances Act 15 of 1973
- 9.8 National Environmental Management: Waste Act 59 of 2008
- 9.9 National Environmental Management: Air Quality Act 39 of 2004
- 9.10 National Heritage Resources Act 25 of 1999

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. The contractor should ensure that the environmental management file is on site and updated on daily basis;
4. The contractor should address in writing all the findings raised;

The environmental specialist can be contacted for further clarity:

Likopo Mashego

Environmental Specialist



(011) 683 8231



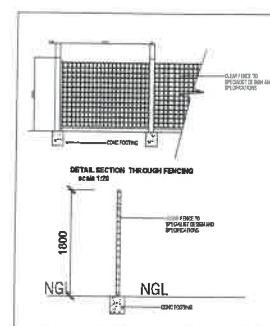
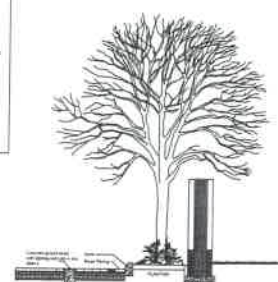
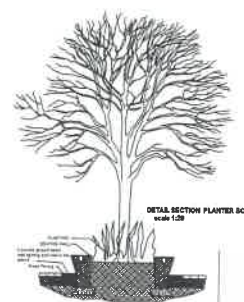
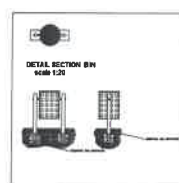
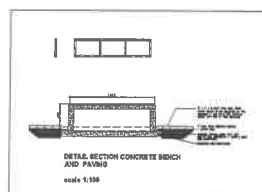
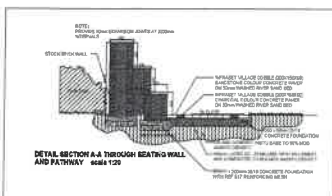
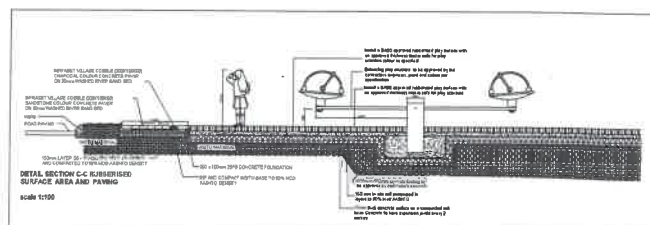
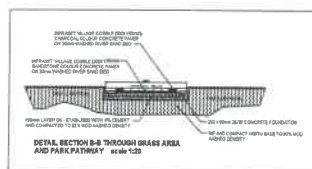
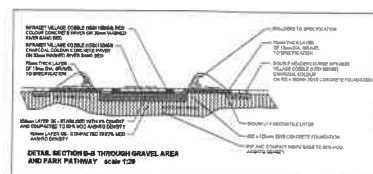
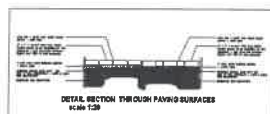
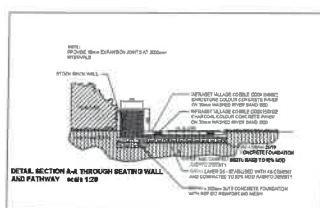
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lmashego@jhbcityparks.com



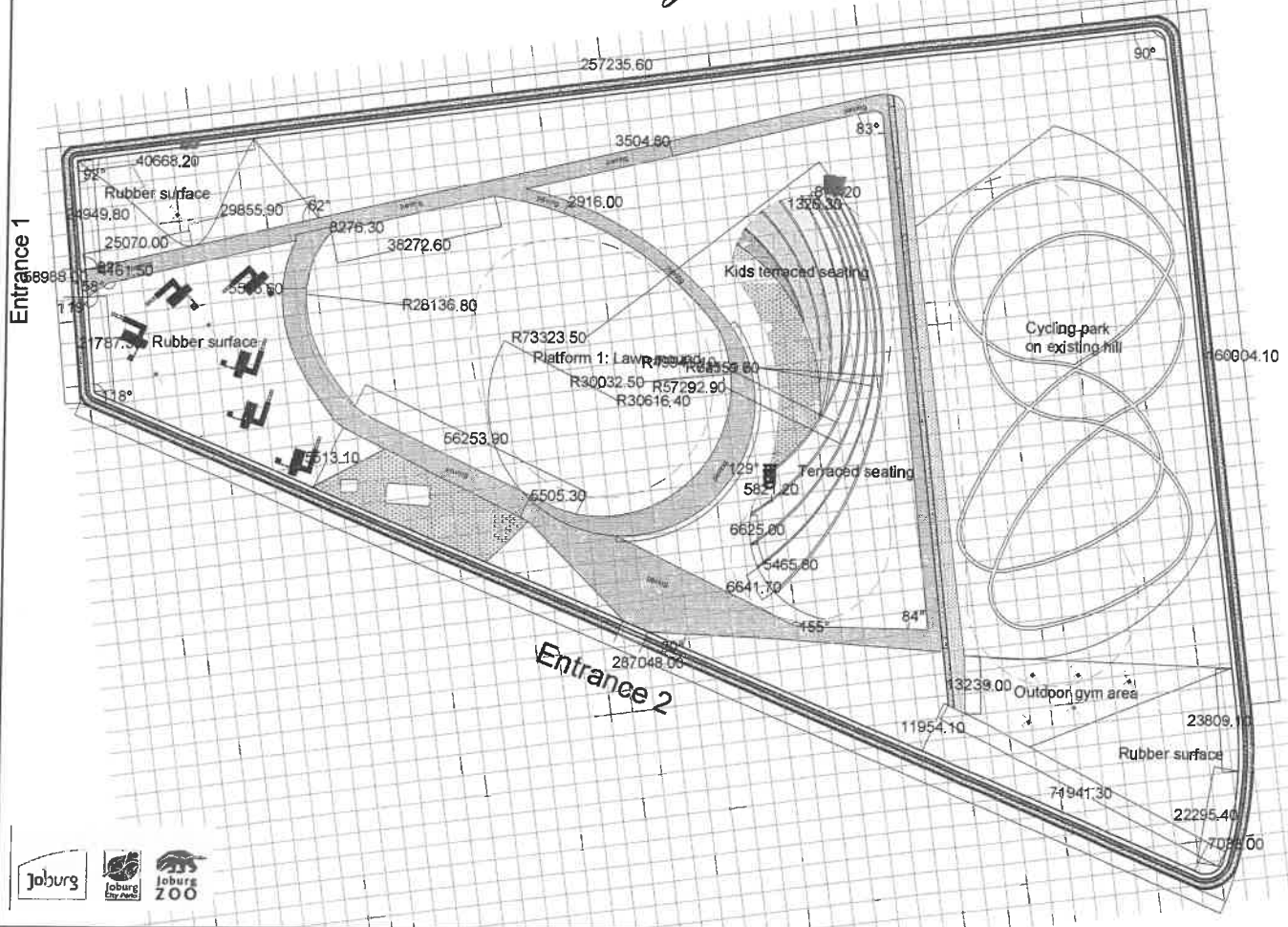
Physical Address: 12 Glencoe Road Springfield, Johannesburg



*Proposed Phineas Park
Detail Plans*



Entrance 1



FUNCTIONALITY ASSESMENT TABLE: *

(A bidder who obtained the minimum threshold for pre-qualification of 70 points will be considered further)

Date: _____ Evaluator Name: _____

Bidder Name: _____

Description of Evaluation and Evidence Required	Weights	Total Weight		Points
Experience and Qualifications of key personnel (Provide detailed CVs of Key Personnel and CERTIFIED copies of qualifications.)	Title	Name		No of Years
*Key Personnel (CVs and qualification of Key Personnel to be attached) <i>*Key Personnel refers to person in charge of site upon Handover</i>				
Appropriate Qualifications of key site personnel Matric/NQF level 4 National Diploma/Degree or higher (Certified stamp date not more than three months from October 2021 till this tender closing date)	5/10 10/10	Scored	Maximum score 10	Scored points
Number of Years in construction/landscaping works of key site personnel (Provide detailed CV/s of key site personnel corresponding with qualifications provided above) 3 to 5 years in construction/landscaping works 6 to 8 years in construction/landscaping works 9 years and above in construction/landscaping works NB: CV and qualification provided must be for the same person in order to score points	05/15 10/15 15/15	Scored	Maximum score 15	Scored points
Company Experience Company Profile and all supporting documents to be attached				
Number of years of company providing construction/landscaping works. Provide company profile with Executive Summary indicating number of years and names of clients serviced in line with reference letters submitted below, company cannot score points on number of years if failed to submit supporting reference letters requested below. 3 to 5 years 6 to 8 years 9 years and above	10/20 15/20 20/20	Scored	Maximum score 20	Scored points
Provide signed reference letters from your clients where you were providing construction/landscaping works with		Scored	Maximum score	Scored points

contact details in line with your Executive Summary highlighted in Company profile as above.				
3 to 5 reference letters	15/25		25	
6 to 8 reference letters	20/25			
9 and above reference letters	25/25			
Plant and equipment relevant to the project Provide a list of asset register relevant to this project (Including leased or/and hired equipment) and supporting documents e.g. registration certificates, lease or hire agreement etc. TLB's/Vehicles/Graders/Tipper trucks/	15/15		15	
Company Ownership (Verification should be done against the company registration documents or CSD under ownership)				
Women/Youth/People with Disability (In order to score points here, company must have at least one of the above categories as OWNERS of the company)	15/15		15	
Total Points				
Bidders that scores the minimum of 70 on functionality will be evaluated further				
			Total points:	

Johannesburg City Parks and Zoo

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



CONTRACTOR MANAGEMENT

Doc ID.

Revision no.

Next revision Date:

TITLE: SHE SPECIFICATIONS

CONTRACTOR SHE SITE SPECIFIC SPECIFICATIONS

PHINEAS MCINTOSH PARK
CONSTRUCTION

Introduction

JHB City Parks and JHB Zoo (JCPZ) in its efforts to ensure optimum compliance with the requirements of the Occupational Health and Safety Act 85 of 1993 and Regulations must ensure that all contractors employed by JCPZ adhere to the minimum requirements for construction works on any JCPZ premises. Contractors must comply with and be informed of the following:

Principal contractor must provide and demonstrate to the Client suitable and sufficiently documented, site specific plans based on the clients OHS specifications. Kindly contact JCPZ SHEQ personnel for clarity on any points that follow.

Furthermore, JCPZ is mandated 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 generations.

Kindly provide the documents that describe and/or relate to the items below that do relate to the project scope of works. Kindly follow the **safety file numerical order contained herein** as a guide when compiling your safety file with all the relevant documents outlined below.

THE CONSOLIDATED SHE FILE MUST BE HANDED OVER TO THE JCPZ SHEQ DEPARTMENT UPON COMPLETION OF THE CONSTRUCTION PROJECT.

Compulsory Section

INDEX	DESCRIPTION	INSTRUCTION
1	Site Organisational structure	Must reflect on-site team
2	Site diary Site visitor register Daily sign in register Covid-19 screening register	
3	JCPZ Health and Safety specifications and scope of works	This document must form part of the file
4	Notifications ❖ Notification of Construction works (Annexure 2 form)	Proof of notification must be provided

5	Contractor SHEQ policy ❖ Contractor H&S Policy ❖ Contractor Covid-19 Policy All policies must be signed by an authorised person	Policies signed and dated
6	Method statements Start-up & site clearance ✦ Machinery and tools to be used ✦ Number of on-site staff ✦ Sub contractors already chosen ✦ Number of staff and programme for local labour employment as well as work they will be deployed in ✦ Playground equipment design Construction phase ✦ Machinery and tools to be used ✦ Number of on-site staff ✦ Number of staff and programme for local labour employment as well as work they will be deployed in ✦ Sub contractors already chosen Close out phase ✦ File close out ✦ Playground equipment sign-off	Must reflect all processes that will be undertaken in the execution of the project Signed by authorised person before submission
7	Risk assessments: ❖ Based on scope of works. ❖ Site specific assessment (Health & Safety) ❖ Please provide proof of competence of the Risk Assessor (Health & Safety) ❖ PPE Risk matrix ❖ Covid-19 Risk Assessment	Signed by Authorised person before submission
8	Safe working procedures for significant risk bearing tasks as quantified by risk assessment ratings and must include Machinery as defined by method statement Plant use, storage and refuelling as defined by method statement Grinders and grinding processes as defined by method statement Welding processes as defined by method statement Hot works as defined by method statement Lock out as defined by method statement	Signed by authorised person before submission All staff members must be notified of relevant SWP applicable to the work they perform Training attendance registers must be available for inspection

	Working at heights as defined by method statement Ladder use and operation as defined by method statement Painting as defined by method statement Hazardous chemicals as defined by method statement Ergonomics as defined by method statement Demolitions and site clearance as defined by method statement Electrical works as defined by method statement Excavating as defined by method statement	
9	Site specific Emergency plan ❖ Incident reporting procedure (All SHE incidents) ❖ Staff emergency contact register ❖ Emergency services contact register ✦ Chemical manufacturer ✦ Poison centre number ❖ Emergency drill evaluation report (Monthly) ❖ Hazardous chemicals spillages and contact procedures ❖ Procedures for reporting and correcting defects likely to result in the release of asbestos dust; ❖ Non-conformance procedure ❖ Covid-19 infection procedure	Signed by authorised person before submission Training attendance registers must be available for inspection
10	Agreements ❖ Agreement with JCPZ ❖ Contractor management procedure ❖ 37.2 contractor agreements with sub-contractors; ❖ Contractor tool register ❖ Contractor sign in register ❖ Contractor/s letter of good standing (Compensation Commissioner)	All agreements must be dually signed and must be available for inspection
11	COID ❖ Letter of good standing from Compensation Commissioner ❖ Blank Annexure 1 template ❖ Blank WCL2 ❖ Incident register ❖ Incident investigation template ❖ Incident reports ❖ First aid treatment register	Copy of accident reports must be available for inspection

12	OHSACT applicable appointments OHSA 16.1 Chief Executive Officer charged with certain duties OHSA 16.2 Chief executive Officer assign duties (C-19 OHS), 2020 16.5 Compliance Officer Construction Regulations CR 8 (1) Construction Manager CR 8 (7) Construction supervisor CR 8 (5) Construction Safety Officer CR 9 (1) Competent Risk Assessor CR 9 (3) Competent Trainer / Instructor (Hazardous chemical training included) CR 23 (1) (d) (i) Construction vehicles and mobile plant operator CR 23 (1) (d) (k) Construction vehicles and mobile plant inspector CR 27 Housekeeping and general safeguarding Controller CR 28 (a) Stacking and storage Supervisor CR 29 (h) Fire equipment Inspector) CR 29 (j) Fire fighters CR 29 (l) (i) Evacuation Coordinator General Safety Regulations GSR 3 Appointment of first aid responder (1 for first 10 employees, thereafter 1 in 50) GSR 4 Flammable liquid controller GSR 9 (1) Hot works Supervisor GSR 9 (1) (a) Hot works Operator GSR 13 (a) Ladder Inspector Electrical Machinery Regulation 9 (4) Portable electrical tools Inspector General Administrative Regulations GAR 9 (2) Incident Investigator General Machinery Regulations GMR 2 Supervisor of Machinery GMR 3 (c) Machinery inspector GMR 4 (1) Machinery operator Facilities Regulations FR 2 (d) Hygiene Inspector Hazardous Chemical Substance Regulations	All appointments must be dually signed
----	--	--

	HCSR 3 (1) Training instructor HCSR 10 (2) HCSR 1 (a) Hazardous Chemical Substance controller	
13	Induction syllabi and, Toolbox talks which must include: ❖ Site SHE rules; ❖ Incident reporting; ❖ Emergency preparedness and response; ❖ Health & Safety policy; ❖ Hand safety; ❖ PPE usage; ❖ Ergonomics; ❖ NIHL; ❖ Welding safety; ❖ Grinder safety; ❖ Electrical safety; ❖ Fire prevention; ❖ Use of firefighting equipment; ❖ Etc.	Training attendance registers must be available for inspection
14	Employee information ❖ Contractor employee's ID copies (Contractor, sub-contractor and labourers) ❖ Certificate of fitness ❖ Employee next of kin register	Copies must be in file on submission for file approval
15	❖ Site specific Health & Safety plan; ❖ Covid-19 SHE Management plan	All plans must be approved by an authorised person All plans must be communicated to relevant employees and attendance registers must be available for inspection All plans must be implemented.
16	Hazardous Chemical Substances (HCS) ❖ HCS Management Plan ❖ Safety Data Sheets for all chemicals ❖ List of chemicals	List must coincide with operations All plans must be communicated to relevant employees and attendance registers must be available for inspection

		Plan must be signed by authorised person
17	Fall protection plan for working at heights Fall rescue plan	
18	Registers & tool inspections ❖ PPE issue ❖ PPE Inspection ❖ Hand tools inspection ❖ Portable Electrical tools inspection ❖ Ladder inspection register ❖ Firefighting equipment inspection ❖ Pressure equipment ❖ Harness inspection ❖ Scaffold inspection ❖ Construction vehicle and mobile plant inspection	Updated inspections reports must be available for inspection
19	Self-site inspections Contractor monitoring	Updated inspections reports must be available for inspection Deviations noted must be actioned by the contractor
20	Monitoring ❖ JCPZ audit report ❖ Corrective action plan ❖ JCPZ Inspection reports	Audits by the JCPZ SHEQ Team will need a report The contractor must develop an action plan for any audit findings raised All reports/action plans must be kept in the file
21	Licensing and competency ❖ Construction vehicle operator competency; ❖ H&S Officer competency; ❖ Risk Assessor competency; ❖ Driver's license for operators of on-site vehicles; - Scaffold erector competency; ❖ Scaffold inspector competency.	Where competency is required, such competency must be provided upon file submission
22	Contractor evaluation - Approval of sub-contractor files	Evaluation reports to be kept in PC file

23	❖ Drawings and technical plans ❖ Playground equipment "certificate of conformity" ❖ Playground equipment "Product information" ❖ Playground surfacing certificate of conformity	All files must be handed over to the SHEQ personnel member upon completion of the project.
24	Work stoppages and Occupational Health & Safety instructions	Kept in file
Additional comments / requirements:		
Contractors must ensure that the file is available on site for inspection and auditing purposes		
The SHE file must be updated weekly		
JCPZ, SHEQ must be informed of any Health, Safety or Environmental incidents		
Failure to update and implement processes and plans may result in work stoppages		

All contractor and contractor employees will be subjected to JCPZ SHEQ inspections and audits.

IMPORTANT NOTES:

1. The SHEQ file must be approved by JHB City Parks and JHB Zoo's SHEQ Department before site establishment or commencement of operations on site.
2. **The Contractor must hand over a consolidated health & safety file to JCPZ upon completion of the construction work and must, include a record of all drawings, designs, materials used and other similar information concerning the completed structure.**
3. The SHEQ file must be updated daily by the contractor.
4. Please contact your SHEQ Coordinator for any queries at the numbers provided below:

P Hilton
Health & Safety Specialist
☎ 011 683 8231
☎ 071 6780925
philton@jhbcityparks.com

Edward Muvhango
SHEQ Coordinator
☎ 011 683 8231
☎ 079 513 1054
emuvhango@jhbcityparks.com

Physical Address: 12 Glencoe Road Springfield, Johannesburg

Johannesburg City Parks and Zoo

C5: Certificate of Independent Bid Determination

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; andI 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of 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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Johannesburg City Parks and Zoo

C6: Local Content

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](http://www.thedti.gov.za/industrial%20development/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.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“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;
 - 2.5. **“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).
 - 2.6. **“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;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“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.
3. **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>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 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.

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		NO	
-----	--	----	--

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 1 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.

I 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.

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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars.

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax	State Number Number	Employee / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH
23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE
FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

6. DECLARATION OF BIDDER'S LAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

Js365bW

Annexure A

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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 contracts 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.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.