



JOHANNESBURG CITY PARKS AND ZOO

PANEL OF COOPERATIVES FOR HORTICULTURAL AND GENERAL MAINTENANCE SERVICES

BID No: JCPZ/RM01/2023

JOHANNESBURG CITY PARKS AND ZOO

Registration No: 2000/028782/08

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

Project Enquiries:

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Email: dgovender@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: dhlatshwayo@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: 36 Months

Compulsory Bidders Site briefing: JHB City Parks and Zoo, 12 Glencoe Road, Glenesk, JHB

Date: 22 August 2023 @ 10:00am – 11:00am

The closing date and time for receipt of tenders is Wednesday, 06/09/2023 @ 12:00pm. 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:

04-09-2023 (08:00 – 16:00pm)

05-09-2023 (08:00 – 16:00pm)

06-09-2023 (08:00 – 12:00pm before the closing time)

QUALIFICATION CRITERIA FOR FURTHER EVALUATION

- Provide Proof of registration with CSD (Central Supplier Database) at National Treasury compliant with all regulatory requirements

CSD No: _____

- Valid Tax Pin Number: _____
- Provide valid Companies' proof of address and/ or Director's proof of residence (Only latest municipal statement not older than three (3) months (not in arrears for more than 90 days) or Valid Stamped Letter from Ward Councillor/Housing Department or Valid lease agreement in their area of jurisdiction (preference will be given to Johannesburg Based Companies);
- Provide Valid COIDA Certificate from Department of Labour (Letter of good standing);
- Provide Valid Certificate or Proof of Membership with a regulatory body only where applicable;
- Provide a valid Joint Venture (JV) agreement signed by all parties with all individual parties' mandatory documents submitted; 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
FURTHER FUNCTIONALITY (REFER TO THE TERMS OF REFERENCE)**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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**NB: ALL DECLARATIONS SHOULD BE COMPLETED AND SIGNED,
FAILURE TO 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 suitable qualified, experienced and resourced service provider/s to submit proposals for the Panel of Cooperatives for Horticultural and General Maintenance Services for Johannesburg City Parks and Zoo over a period of 36 Months. Proposals are to be submitted in line with terms of reference stipulated in the Terms of Reference section.

Only Cooperatives who are able to demonstrate the following will be considered further:

Stage 1: Compliance on Qualification Criteria

Stage 2: Functionality

To qualify for consideration, potential service providers MUST provide and ADHERE to the following minimum qualification requirements:

- Provide valid Companies' proof of address and/ or Director's proof of residence (Only latest municipal statement not older than three (3) months (not in arrears for more than 90 days) or Valid Stamped Letter from Ward Councillor/Housing Department or Valid lease agreement in their area of jurisdiction (preference will be given to Johannesburg Based Companies);
- Provide Valid COIDA Certificate from Department of Labour (Letter of good standing);
- Provide Valid Certificate or Proof of Membership with a regulatory body only where applicable;
- Provide Proof of registration with CSD (Central Supplier Database) at National Treasury compliant with all regulatory requirements; and
- Completion of the entire tender document as issued or downloaded is compulsory.

The physical address for submission of bid documents is: Johannesburg City Parks and Zoo Head Office, City Parks House, Ground Floor, 40 De Korte Street, Braamfontein, Johannesburg. Documents may be downloaded from www.jhbcityparksandzoo.com or www.etenders.gov.za for free from Wednesday, 16 August 2023.

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. Telegraphic, telephonic, telex, facsimile and late bids will not be accepted. Bids may only be submitted on the bid document provided by JCPZ. It is the responsibility of the service provider to deposit the tender submission to the correct tender box at the address provided above. The bid validity will be 90 days from the closing date and may only be extended up to 120 days.

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

Fraud hotline number: 0800 002 587

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

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	JCPZ/RM01/2023	CLOSING DATE:	06/09/2023	CLOSING TIME:	12:00
DESCRIPTION	PANEL OF COOPERATIVES FOR HORTICULTURAL AND GENERAL MAINTENANCE SERVICES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Johannesburg City Parks and Zoo					
City Parks House, Ground Floor					
40 De Korte Street					
Braamfontein					
Johannesburg					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	Dawn Govender
CONTACT PERSON	Derrick Hlatshwayo	TELEPHONE NUMBER	083 389 3729
TELEPHONE NUMBER	011-712 6625	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	dgovender@jhbcityparks.com
E-MAIL ADDRESS	dhlatshwayo@jhcityparks.com		

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2.	TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.		

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

B. TAX CLEARANCE CERTIFICATE REQUIREMENTS

VALID TAX PIN: _____

Please attach a valid original Tax Clearance Certificate/Tax Clearance Status to this page.

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

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

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

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

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

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

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

RETURNABLE DOCUMENTS

**PAGE TO WHICH MUNICIPAL ACCOUNT OR VALID LEASE AGREEMENT OR VALID STAMPED LETTER MUST BE ATTACHED:
(NOT IN ARREARS FOR MORE THAN 3 MONTHS)**

Please attach any of the following to this page:

1. In the case where the bidder owns the property from which the bidder's business operates from, an original or a copy of the most recent municipal account must be submitted.
Or
2. In the case where the bidder does not own the property an original or copies of the most recent municipal account of all shareholder/s must be submitted.
Or
3. In the case where the bidder is a tenant for the purpose of its business establishment, the bidder to provide a valid lease agreement.
Or
4. The bidder to provide a Valid Stamped Letter from Ward Councillor.
Or
5. The bidder to provide a Valid Stamped Letter from Housing Department.

PAGE TO WHICH A VALID COID CERTIFICATE MUST BE ATTACHED:

Please attach a Valid COID Certificate from the Department of Labour (Letter of Good Standing) to this page.

PAGE TO WHICH A PROOF OF REGISTRATION WITH CSD MUST BE PROVIDED:

Please provide the proof of registration with National Treasury (CSD- Central Supplier Database) to this page.

SUPPLIER NUMBER.....

CERTIFIED ID COPIES MUST BE ATTACHED:

Please attach a ID copies to this page.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY (QTY)	DESCRIPTION	UNIT PRICE (P)	TOTAL PRICE (QTY*P)
SUB-TOTAL				R
VAT AT 15%				R
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				R
I (full name) _____, in my capacity as _____, the duly authorized representative of _____ (company name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/ clauses contained in the said documents.				
Signature of duly authorized representative			Date:	

-
- Required by:
 - At:
.....
 - Brand and Model
 - Country of Origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/Not firm
 - Delivery basis

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

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

*Delete if not applicable

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....
.....

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

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

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

3.12.1 If yes, furnish particulars.
.....
.....

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

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

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

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

TERMS OF REFERENCE	
PROJECT TITLE	APPOINTMENT OF A PANEL OF COOPERATIVES FOR HORTICULTURAL AND GENERAL MAINTENANCE SERVICES FOR A PERIOD OF 36 MONTHS

1. BACKGROUND

Johannesburg City Parks and Zoo's Cooperative Development Programme is part of a citywide programme initiated by the City of Johannesburg (COJ) to bring marginalised local communities to the economic mainstream. JCPZ has political support to vigorously pursue programmes aligned with the priorities of the national government and the City's GDS and IDP. The IDP stresses the need for jobs to be located where people live.

JCPZ Strategic goals (SG.1.2) and objectives for 2023/24 clearly outlined the importance of "Facilitating Enterprise Development and Job Creation", furthermore the City of Joburg Top 11 Strategic Priorities again focuses on the need for Job creation and Cooperative Development (refer to priority 6&9).

Johannesburg City Parks and Zoo (JCPZ), as part of its clerical mandate of supporting, promoting and developing small micro and medium enterprises (SMMEs) within the municipality's jurisdiction, has, through the Business Enterprise Development and EPWP department, established a Cooperatives Development Programme. The programme aims to create a platform for procuring goods and services from cooperatives, thereby building their capacity to participate in the mainstream economy. The cooperative Development program relies on the funding received by the City of Joburg Department of Economic Developments' Incentive Grant.

Based on the above background, JCPZ requests a panel of primary cooperatives to provide general horticultural maintenance services such as grass cutting, litter picking, tree pruning, weeding, sweeping and tree planting etc., for a maximum period of 36 months on an as and when required basis depending on budget availability and the requirement of the said services. A detailed scope of the above-mentioned services is provided in the sections below.

2. OBJECTIVES OF PROGRAM

The objectives of the project are as follows:

- Employment creation
- Capacity building and training of beneficiaries and cooperative members
- Economic growth and development
- Poverty eradication
- Skills transfer
- Reduce inequality
- Community development

3. SCOPE OF WORK

The provision of labour, equipment, materials and transport required by the cooperative to effect a full Horticultural Maintenance and General Maintenance Services is required throughout the City of Johannesburg Metropolitan Municipality as and when required based on budget availability from Johannesburg City Parks and Zoo (JCPZ).

Services that may be required from time to time shall be as follows:

- Grass cutting
- Litter picking
- Weeding
- Sweeping
- Herbicide and Pesticide Control
- Alien plant control, chemical treatment and removal
- Planting of flowers and small saplings
- Maintenance and care of plants, saplings and flowerbeds
- Bagging of refuse and waste for collection at the dumping site
- Raking of leaves
- Cleaning of flowerbeds and turning of soil
- Bagging of refuse and waste for collection at the dumping site
- Tree maintenance (trees under 3 meters in height)
- Tree transplanting
- Alien plant control
- General cleaning of the site
- Painting of playground equipment, walls, fencing, etc.
- Fixing broken fences
- Refurbishment of wooden fixtures
- Cleaning of workshop and yard
- Installation of park benches, tables etc.
- Perform repairs on Machinery, equipment and appliances (e.g. repairing brush cutters, lawnmowers etc.)
- Cleaning and maintenance of nurseries
- Propagation of small plants and trees
- Spraying of small trees (trees under 3 meters in height)
- Repotting
- Loading and off-loading of plants
- Manual grave levelling and digging
- General Cleaning
- Environmental Awareness Education (Community-based Educators)

4. METHODOLOGY AND APPROACH

The Joburg 2040 GDS is an aspirational vision which defines the type of society the city aspires to achieve by 2040. The strategy proposes certain outcomes and applies guiding principles to realise the objectives. In its vision, it speaks to the ability of Johannesburg to drive a pro-poor agenda.

This implies a multi-dimensional strategy which targets the support, development and growth of the entire spectrum of business enterprise. Outcome 1 on the Joburg 2040 GDS places emphasis on creating; a growing, diverse and competitive economy that creates jobs to yield the following outputs:

Job-intensive economic growth promotion and support to small businesses

Development is a process that creates growth, progress, and positive change. The purpose of development is a rise in the level and quality of life and the creation or expansion of local income and employment opportunities without damaging the environment's resources. Development refers to potential developing countries working their way up the ladder of economic performance, living standards, and sustainability. This is an ethos that the Enterprise Development Department and JCPZ strive to achieve. We can effect positive change through community services, training and development by educating and enhancing knowledge, guiding, and advancing the improvement of livelihoods, amongst others.

The Cooperative Development Model combines Development (technical and business acumen training) and on-the-ground exposure/ experience. The program's main objective is for JCPZ (BED & EPWP Department), in partnership with The City of Johannesburg (DED), to capacitate cooperatives to achieve JCPZ's standards and level of expectations. ***The project has a strong component of temporary job creation opportunities, enterprise development capacity building and community development. The aim is to build communities through service providers who live and employ workers from their areas. The platform will further enable and empower both start-up businesses and communities through job opportunity initiatives.***

The under-mentioned table includes the proposed implementation strategy over 36 months:

Year One	Year Two	Year Three
Training technical Brush cutting, chainsaw, safety & SHE, Herbicide and pesticide control, alien plant control 10 day horticulture training Soft skills Cooperative management, Basic Financial Management, Basic Computer, Basic HR and labour relations, how to deal with conflict, client relationship management, cooperative management, basic administration skills	Refresher training on brush cutting, chainsaw, SHE files Soft Skills Basic Computers, Compiling of Business plan, Basic Market management	Soft Skills/ Exit strategy Basic Digital marketing, Supply chain process and tender application
Main focus was on general maintenance, beautification, weeding, litter picking	General Maintenance, pruning of small trees and grass cutting	Comfortably running with Operational activities and multiple projects at the same time (fixed teams and megablitz)
JCPZ support: PPC's, black bags, petrol, dumping Cooperative to provide: Hand-tools, PPE's	Dumping cost. PPC's (bibs, gloves, dust mask, face-shields for all Megablitz programs which run for 5-10 days in groups of 30-50 workers, across various sites.	Dumping cost
Compliance (COID, UIF, SHE files, public liability insurance, tax compliant)	Compliance (COID, UIF, SHE files, public liability insurance, tax and vat)	Compliance (COID, UIF, SHE files, public liability insurance, tax and vat)

5. PROJECT TIME FRAME

Successful cooperatives will be appointed for a maximum of 36 months on an as-and-when required basis.

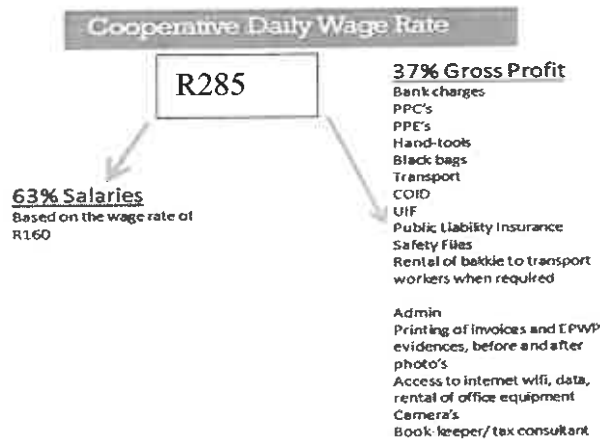
The cooperatives will be regional based and are expected to carry out their duties in line with the scope of work.

This breakdown is based on projected budgets and funding received.

6. COOPERATIVE RATE BREAKDOWN

A PROPOSED OF TWO RATES FOR THE COOPERATIVE PER A DAY PER A WORKER, WORKERS GET RATE OF R180 PER DAY, IN LINE WITH THE NATIONAL MINIMUM WAGE RATE.

R285 – COOPERATIVE GENERAL MAINTENANCE



7. WORK ORDER

Purchase orders will be issued once all compliance documents are received. Note: Work will not commence if Safety and EM files are not approved by SHEQ and EM Officials. Each area shall be cut or cleaned with a written order from the Supply Chain Management Unit or relevant Manager confirming the work to be done.

8. MACHINERY

All mowers, brush cutters, chainsaws etc., shall be provided for and maintained in good working condition by the Cooperative at all times.

9. PROTECTIVE CLOTHING

The Cooperative shall provide all safety and protective clothing for their personnel. The cooperative will be responsible for ensuring that it is worn at all times. Full Personal Protective Equipment (PPE) shall be worn whenever vegetation management work is performed, and this shall include, but not be limited to, the following:

- a) Safety shoes/boots;
- b) Hard hat;
- c) Overalls;
- d) Full-length leather gloves/gauntlets;
- e) Protective eyewear (face shields);
- f) Protective legwear (leggings);
- g) Safety belts (harness); and
- h) Ear muffs.

JCPZ will provide two sets of overalls for the first year (gloves, dusk mask/ shield, and safety boots). In Years 2 and 3, the Cooperative will provide personal protective clothing.

PPC (bibs, gloves and dust mask) will be provided by JCPZ only for all Megablitz programs (5-10 days program). As per the EPWP standard operating procedures and noted in the Service Level Agreement, JCPZ must set aside a percentage of the allocation for branding to improve the EPWP's brand visibility and consistency, which becomes a benefit to all parties involved.

10. TRAINING

At least 2% of the project budget should be set aside to train Cooperatives and EPWP participants in accredited/non-accredited training. This training will assist with cooperatives' capacity building in technical and business acumen skills. Noted that training is compulsory for all beneficiaries.

JCPZ will assist cooperatives and their workers with training as and when required in line with expected outputs and budget availability. The training will be done through JCPZ skills academy and other service providers when required and if the budget is available.

The training arranged by the BED & EPWP department is compulsory, and all cooperatives must attend training.

Proposed Training that JCPZ will offer over the 36 months:

Technical Training

10-day horticulture program

Machine operation (brush cutting)

Chainsaw operation

Tree pruning

Manual grave digging

Alien plant control

(Budget dependent)

Business Acumen

Basic Computers (word, excel, PowerPoint)

Basic Financial Management

Customer relationship management

Basic Business Management

Conflict Management

Basic HR and Employee Relationship Management

First Aid training (this is part of SHE File requirements)

11. FIRES

No fires within the working area will be allowed, and **no burning** of any material or fires be used to eliminate tall grass or grass cutting, except when conducting fire breaks. No cooking shall be done at any given time.

12. SAFETY

Johannesburg City Parks and Zoo SHEQ personnel will conduct ad-hoc inspections throughout the contract period to ensure the SHE legal requirements are followed. The cooperative shall comply with all the provisions of the Compensation for Occupational Injuries and Disease Act 1993 and the Occupational Safety and Health Act as well as various pieces of environmental legislation. Cooperatives shall avail themselves of inspection and auditing and respond to the raised findings in writing. The cooperative shall ensure that a first aid kit that

complies with Annexure 1 (Minimum contents of a first aid box) of the General Safety Regulations is available on each operational site. SHE files that are aligned with the SHEQ specifications shall be required and be approved by the SHEQ personnel before work commences.

The cooperative shall keep an approved and up-to-date Health and Safety file, which shall have at least but not limited to the following:

- Letter of Good Standing (Compensation Commissioner)
- Task-specific risk assessment;
- Safe working procedures (SWP) for all tasks;
- Training records of all operational staff on SWPs mentioned above;
- Staff and emergency contact details;
- Health and Safety plan;
- Waste removal records;
- Health and Safety Policy;
- Toolbox talks records;
- Equipment & tools inspection registers;
- OHS Act required appointments;
- Competency training certificates;
- Copy of the OHS Act 85 of 1993;
- Medical Fitness Certificate (when performing grave digging & tree maintenance)
- First Aid Certificate

Please refer to the attached environmental management specification which should be used as a guidance by the service providers when compiling the environmental management files.

A provision of mobile toilets for certain projects is required as areas are maintained where public or toilets are not available.

13. TECHNICAL INFORMATION AND SPECIFICATIONS

Johannesburg City Parks and Zoo reserves the right to either increase and/or decrease the quantities, at its sole discretion, without consulting with prospective bidders.

Johannesburg City Parks and Zoo support the Expanded Public Works Programme [EPWP] to which cooperatives appointed in terms of this document will have to meet the EPWP requirements.

14. SPECIFICATION

STANDARD

14.1 Grass and weeds must be cut to a length of between 15 and 25mm as required by the client. These requirements may vary from facility to facility and based on the maintained grass type.

14.2 All loose materials e.g. papers, stones, bricks, tin cans and pieces of metal, are to be cleared and removed before cutting occurs on any area. All gutters adjacent to verges where cutting occurs must be thoroughly cleared of litter and other accumulated material. After the area has been prepared and cut, all accumulated materials (i.e. paper, stones, bricks, tin cans and cut vegetation) must be suitably removed, preferably on the same day the grass cutting takes place, failing which, within 24 hours.

- 14.3 All areas inaccessible to grass machines (e.g. around poles and fences) must be neatly trimmed using brush cutters, trimmers or similar implements.
- 14.4 Accumulated material is to be disposed of at disposal or composting sites within the jurisdiction of the City of Johannesburg, as directed by the Official/Representative. Disposal costs are to be excluded from the cooperative rate price.
- 14.5 The Official/Representative may prohibit using tractors for operations ordered so that only pedestrian or handheld equipment can be used.

15. PERFORMANCE AND PAYMENT OF WORK:

- 15.1 Bidders are not required to quote the price per area of work, as a fixed rate will be charged and will be determined by JCPZ. Invoices may only be submitted for an order on which all work has been completed.
- 15.2 Upon receipt of an official order, areas of work will be allocated. Outputs will be expected to be completed in line with job cards received from the user department. The Cooperative must submit invoices detailing work completed as agreed with by the relevant Manager, and a signed checklist will be attached to the evidence upon submission of completed work.
- 15.3 No proportional payment will be made on any order.
- 15.4 The cooperative will provide daily worksheets that reflect the daily output of work, hours worked, area of operation, number of operators, gender mix, EPWP employees and machinery used. This will be verified using the compulsory EPWP templates provided.
- 15.5 All invoices must accompany the following information to process payment:
 - 15.5.1 Invoices
 - 15.5.2 Job cards
 - 15.5.3 Before and after pictures
 - 15.5.4 Regional/ Departmental checklist (Park checklist)
 - 15.5.5 EPWP template
 - 15.5.6 Attendance register
 - 15.5.7 Payments register
 - 15.5.8 I.D's of employees
 - 15.5.9 Employee contracts

16. SUBMISSION OF THE WORKING PROGRAMME

- 16.1 The Cooperative must submit its detailed working programme to the relevant Manager on the first working day of each month if engaged for an extended period.
- 16.2 The Cooperative has to submit a weekly report of areas cut/cleaned over to the relevant Manager/Representative.
- 16.3 A site inspection shall take place before the commencement of the work.
- 16.4 A standard of work output inspection will be performed on the first day to determine that the output and standard of cut are by the specifications

- 16.5 A joint progress inspection will be conducted at least once a week to determine compliance with the specific standard in the area covered in this contract's terms.

17. COMPLAINTS

- 17.1. Areas where the Official/Representative has determined that the cutting operation is unacceptable, must be recut within three days of notification. No extra payment will be made.
- 17.2 Should a Cooperative fail to rectify a complaint, Johannesburg City Parks and Zoo reserves the right to carry out the work and deduct the cost thereof from any monies due to the Cooperatives.

18. DAYS AND HOURS OF OPERATION

- 18.1 EPWP participants will be paid a minimum daily stipend of at least R22.50 per hour (in line with the national minimum wage rate).
- 18.2 Cooperative will be expected to report to the work site or depot depending on the request of the Operations Manager and is expected to work from 07h30 to 16h00, including tea breaks and lunch breaks.

19. DOCUMENTATION:

- 19.1 The Cooperative must complete all the required documents to the satisfaction of the Official/Representative. Failure to do so will render the bid liable to rejection on the grounds of being incomplete.
- 19.2 EPWP information must be completed as part of invoicing process (EPWP template, attendance register, payments register, copies of certified I.D copies, contracts, UIF information)

20. INSURANCE AND INDEMNIFICATION:

- 20.1 In addition to any insurance required to be held by the Cooperative in terms of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993), the Cooperative must be fully insured against all accidents, loss or damage arising out of the condition or operation of the vehicles or execution of any work, including third party risks. The Cooperative hereby indemnifies and undertakes to keep indemnified Johannesburg City Parks and Zoo against all claims by third parties or the Cooperatives' employees resulting from the operations carried out by the Cooperative under the contract for the entire duration of the contract. A letter from the Compensation Commissioner certifying that the Cooperative is in good standing with the Fund and documentary proof of insurance as required above having been taken out by the Cooperative must be furnished within 21 days of the date of notification of acceptance of the bid. Proof of renewal or extension of insurance cover must be furnished by the Cooperative whenever required by Johannesburg City Parks and Zoo.
- 20.2 The Cooperative shall be liable for any damage or injury of whatsoever nature, caused directly or indirectly by his operations, to any Municipal, Government or Private Property or any services which may have been laid in the sidewalks or to his vehicles.
- 20.3 The Cooperative hereby acknowledges that he/she is an employer in his/her own right with duties as prescribed in the Occupational Health and Safety Act, Act 85 of 1993 as amended and agrees to ensure that all work will be performed and machinery and plant used, following the provision of the said Act.

20.4 The Safety Advisor appointed by Johannesburg City Parks and Zoo can inspect any of the cooperatives' machinery, plant and equipment as necessary and instruct the Cooperatives on non-conformance.

21. TRAFFIC SAFETY MEASURES AND CONTROL:

21.1 A high degree of safety awareness is required, and anything which, in the opinion of the Official/Safety Officials, endangers the public, Johannesburg City Parks and Zoo or its employees or the Cooperative's employees will be brought to the attention of the Cooperative for immediate rectification.

21.2 Notwithstanding any other clause gloves, the Cooperatives must provide face protection and suitable footwear to all labourers employed by him.

Stone guards shall be fitted to all grass-cutting machines.

21.3 Safety measures for all operations undertaken by the Cooperatives must comply with the Occupational Health and Safety Act, No 85 of 1993, and the regulations applicable thereunder.

21.4 Traffic safety measures and control of roadworks shall be the responsibility of the Cooperative.

21.5 The Cooperative should take the necessary precautions to ensure that any traffic that is in any way affected by his work is adequately warned and re-routed. The relevant Manager should be consulted if there is any question.

21.6 The Cooperative shall take any additional steps he may deem necessary to ensure the safety of his workmen and plant on the work site/s.

21.7 Every employee, whilst on a public road, shall wear approved reflective or fluorescent clothing

21.8 The Cooperative shall display a sign at each work site giving his name, telephone number, contact person, contract number, and details of whom he is working for.

22. Risk Management

Appointed entities must have a risk-based plan to adhere to all key Laws and Regulatory requirements applicable to service/s rendered in terms of the agreement. Further, JCPZ reserves all rights to inspection/audit entities for compliance, where deviations are found, undertake applicable remedies to protect the companies' rights and or those of its stakeholders."

23. JCPZ Operations Department

- Schedule a meeting with cooperative EPWP Officials to outline expectations and Operations implementation strategy.
- Allocating of work schedule
- Monitoring the cooperative's daily outputs
- Identify gaps
- Assist with on-the-ground training and safety tool talks
- Sign-off invoice once happy with the performance of the work
- Assisting with refuse removal (dumping)

24. Cooperative Roles and Responsibilities

- Ensure all compliance requirements are met (approval of safety file, COID etc.)

- Appointment of workers in consultation with ward councilors, JCPZ stakeholder liaison department, EPWP office and Operations department.
- Ensure all workers have an employee contract
- Ensure workers are on site
- Conduct brief sessions to inform EPWP workers of the contract and JCPZ's expectations.
- Ensure workers have all the necessary PPCs and PPEs to perform required tasks on hand
- Ensure all safety checks are adhered to
- Ensure tasks set by operations are performed, and feedback is given to the operations department daily.
- Take before and after pictures of the work area
- Communicate any operations challenges to Operations/ Depot Manager
- Once work is completed site inspection is to be conducted by Operations and Cooperative to sign job cards
- Once this is done, submit an invoice to the Operations Manager for approval.

25. FUNCTIONALITY TABLE

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. (Qualifications of Cooperative founder/owners must be attached) Grade 12 or Matric Certificate or Horticulture Certificate (Only one certificate will be sufficient to score full points) (Certified stamp date not more than three months from tender closing date (July 2023 – September 2023))	15/15	15	
Number of Years in Horticulture Services of key personnel as per Qualification/s above (provide detailed CV's indicating experience and specific years of key personnel providing these services) All Cooperative members CV's outlining training obtained and experience in the horticulture field must be attached. 1 to 3 years 4 to 6 years 7 years and above	15/15 10/15 05/15	15	
Experience of Company – Company Profile and reference letters Provide reference letters from your clients where you were providing Horticulture Services with contact details in line with your Executive Summary highlighted in Company profile as below. 3 to 5 reference letters 6 to 8 reference letters 9 and above reference letters	15/15 10/15 05/15	15	
Number of years of company providing Horticulture Services. Provide company profile with Executive Summary indicating number of years and names of clients serviced in line with reference letters submitted above, company cannot score points on number of years if failed to submit reference letters requested above. 3 to 5 years 6 to 8 years 9 years and above	15/15 10/15 05/15	15	

Description of Evaluation and Evidence Required	Weights	Total Weight	Points
Capacity of Company to provide Horticulture Services for the next 36 months' period Provide Asset Register listing all your equipment that is owned/leased by the company that will be used to provide the above-mentioned services. (Current Equipment as well as Personal Protective Equipment and Personal Protective Clothing (PPE and PPC) related to horticulture maintenance)	20/20	20	
Company Ownership (Provide company registration documents or proof of registration with CSD e.g MAAA number) Women or Youth or People with Disability or Military Veterans (In order to score points here, company must have at least one of the above categories as OWNERS of the company)	20/20	20	
Total		100	

NB: A bidder that scores less than 70 out of 100 points on the above Functionality will not be evaluated further.

NOTE: Appointed Cooperatives shall consult with SHEQ department for specific Safety, Health & Environmental requirements and compile the SHE File (refer to attached Environmental Management Specification dated 29th May 2023).

**Appendix 7.5 Template for developing environmental management specifications
(EMSProc06/OPC05)**

	ID NO: EMSPROC09/OP02	REVISION NO: 02	DATE OF NEXT REVISION: AUGUST 2023
CONTRACTOR MANAGEMENT: ENVIRONMENTAL MANAGEMENT SPECIFICATION <u>NAME OF PROJECT: APPOINTMENT OF PANEL COOPERATIVES FOR JCPZ: HORTICULTURE MAINTENANCE</u> <u>PROJECT COORDINATOR: Dawn Govender</u> DATE: 29th May 2023			

1. Introduction

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

2. Environmental Management Legal Requirements

It is imperative to ensure that the contractor appointed to undertake this job understands the topography of the proposed site as well as the environmental risks that could emanate on different spheres of the environment in question including the water course. The contractor is expected to comply with the requirements of the National Environmental Management Act No 108 of 1996 (NEMA) including exercising the duty of care and applying the environmental principles as outlined in Section 2 of NEMA. The contractor should also ensure that there is compliance to the applicable SEMAs. An environmental sustainability policy should be developed, which clearly outlines these principles. Whenever requested to work in facilities that have water bodies, the contractor should exercise caution with the objective of avoiding possible water contamination in line with the National Water Act No 36 of 1998. The appointed contractor should engage with the Facility Manager and establish the heritage status of the facility and if there are any heritage resources such resources shall be protected in line with the National Heritage Resources Act No 25 of 1999.

In an event that the contractors are appointed to work in protected areas, the requirements of the National Environmental Management: Biodiversity Act 10 of 2004 should be adhered to; this requirement is applicable as the facility houses some protected species of flora.

The handling and management of chemicals including herbicides and pesticides must be in line with the requirements of the Hazardous Chemical Substances Act No 15 of 1973 and the copies of the MSDS should be readily available with the objective of managing possible emergencies. The handling and management of general and hazardous waste must be in line with the National Environmental Management: Waste Act No 59 of 2008 (NEM: WA) Act. Due to the aged infrastructure in some of JCPZ facilities, the appointed contractor should be vigilant and apply the much-needed precautions when handling any asbestos containing material / waste.

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

3. Format of the file

It's very imperative to take note that only files aligned with this specification will be assessed. The specification should not spell out what the contractor plans to do but rather how the proposed work will be undertaken in a manner that prevents environmental pollution.

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

- The contents of the file should be site specific and talking to the activities of the proposed project;
- The file format must be aligned with the items below;

- The copy of this environmental specification should be included the file;
- The following table should be completed;

Name of project & scope of work	
Activities (all activities as per the scope of work or BOQ)	
Material and tools used (include the non-renewable resources)	
Inventory for the hazardous chemicals used (include the copies of the MSDS)	

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

4. The Environmental policy

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

5. Environmental Management Appointments

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

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

6. Environmental Risk Assessment

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

7. Environmental Site Establishment

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

- The method statement should include the outline of all activities, material and equipment used (SOP) as well as any other resources with the objective of what measures will be put in place to ensure that environmental impacts are reduced;
- The method statement for site clearance should be clearly defined and caution should be exercised with the objective of preventing the removal of indigenous vegetation including any species of National interest;
- The site layout which clearly demonstrates the location of the following: ablution facilities and waste bins. In an event that the contractor employees will be making use of JCPZ facilities, an arrangement should be made with the relevant JCPZ management;
- The Environmental compliance monitoring plan (how the contractor will monitor compliance and report the findings to the Client / SHEQ);
- The contractor is expected to sign the declaration of understanding of the Environmental specifications prior to the commencement of the project;

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

The appointed contractor should develop the waste management procedure or plan which is site specific and is aligned with the JCPZ waste management plan. It is crucial that engagement is made with the facility manager responsible to understand how the JCPZ waste management plan is implemented. The plan to include but not be limited to the following:

- Develop a waste management plan which is aligned with the requirements of NEMA and NEM: WA, the plan should be signed as it is a legal document that is meant to give guidance to the company with regards to how the waste will be managed;
- The contractor shall be subjected to the monitoring and measurement program to verify if there is proof of registration as a waste handler with CoJ (Wastehub) for general waste and the Provincial department for hazardous waste; as well as if there is proof that vehicles transporting waste are

registered and permitted to do so (GDARD); Permit / agreement from the registered landfill site; Proof that waste is disposed of in an Environmentally friendly manner (proof of waste manifestos);

- Waste segregation and storage strategies (waste management risk assessment);
- Type of waste generated;
- Transportation & disposal method (s);

9. Environmental Management Plan (EMP)

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

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

10. Environmental Emergency & preparedness Plan

The plan should include but not limited to the following:

- The site specific guidance on how the possible emergencies will be identified and what action will be taken in an event of an emergency, the plan should be aligned to the JCPZ site specific emergency preparedness and response procedure. In order to be realistic, the contractor is expected to engage with the facility manager to ensure proper alignment
- The plan should include possible scenarios of environmental emergencies which could arise;
- The plan should clearly indicate the communication strategy that will be used to ensure that the employees are conversant with the plan;
- Measures that will be undertaken to assess the effectiveness of the control measures at the appropriate intervals, e.g. undertaking periodic emergency evacuation drills;
- The plan should include the contact list of key personnel including the JCPZ facility manager and the SHEQ Coordinator;

11. Site Rehabilitation Plan (where applicable)

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

12. Incident management

The incident management plan should be aligned to the requirements of the environmental legal requirements applicable to the scope of work and should cover the following:

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

13. Awareness Training

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

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

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

14. Legal Requirements

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

- 14.1 Constitution of South Africa Act 108 of 1996;
- 14.2 National Environmental Management Act 107 of 1998;
- 14.3 National water Act 36 of 1998;
- 14.4 National Environmental Management Biodiversity Act 10 of 2004;
- 14.5 National Forest and Fire Amendment Act of 2001;
- 14.6 Environment Conservation Amendment Act 2005 no 50 of 2003;

- 14.7 Hazardous Chemical Substances Act 15 of 1973;
- 14.8 National Environmental Management: Waste Act 59 of 2008;
- 14.9 National Environmental Management: Air Quality Act 39 of 2004;
- 14.10 National Heritage Resources Act 25 of 1999;
- 14.11 City of Johannesburg bylaws

The following should be taken to consideration:

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

The environmental Specialist can be contacted for further clarity:

Likopo Khambule

Environmental Specialist



(011) 683 8231



082 746 1373



Imashego@jhbcityparks.com



Physical Address: 12 Glencoe Road Springfield, Johannesburg

I. PERFORMANCE MANAGEMENT SYSTEM

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipal Entity must enter into a Performance Management System (PMS) with all service providers.

A assignment specific PMS will be drafted and approved for each separate project undertaken during a financial year.

ACCEPTANCE OF PMS AGREEMENT

You are hereby requested to sign this document as acceptance of the agreement. Failure to sign this document will lead to disqualification.

For:

CONTRACTOR

Signature : _____

Name : _____

Designation : _____

Date : _____

JOHANNESBURG CITY PAKRS

Signature : _____

Name : _____

Designation : _____

Date : _____

J. ALTERNATIVES OFFERED

If no alternatives, other than is listed, are submitted with this Tender, the Schedule hereunder is to be marked NIL and signed by the Bidder

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SIGNATURE OF BIDDER

DATE

K. CONDITIONS OF BID

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

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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> |

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| 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> <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.</p> <p>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:</p> <ul style="list-style-type: none"> (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 <p>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.</p> |
| 8. Inspections, tests and analyses | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier,

unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

22. Penalties

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

23. Termination for default

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

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person

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

- | | |
|--|---|
| 24. Anti-dumping and countervailing duties and rights | <p>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</p> |
| 25. Force Majeure | <p>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.</p> <p>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.</p> |
| 26. Termination for insolvency | <p>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.</p> |
| 27. Settlement of Disputes | <p>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.</p> <p>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</p> |

	commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
	(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
	(b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
	(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

Revised-GGD

L. CODES OF CONDUCT



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JOHANNESBURG CITY PARKS AND ZOO NPC

CODE OF ETHICS



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1. INTRODUCTION

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

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

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

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

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

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

2. GLOSSARY OF TERMS

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

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

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

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

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

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

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

Sustainability:	Sustainability is the ultimate, long-term goal of sustainable development.
Sustainable development:	Development that meets the needs of the present without compromising the ability of future generations to meet their needs.
Transparency:	The unambiguous and truthful exercise of accountability such that decision making processes and business activities, outputs and outcomes (both positive negative) are easily able to be discerned and compared with ethical standards.
Values:	Convictions and beliefs about how JCPZ and those who represent it should conduct themselves; how resources should be treated; what the core purpose and objectives of JCPZ should be; and how work duties should be performed.

3. SCOPE AND APPLICATION

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

4. OBJECTIVES OF THE CODE OF ETHICS

The Code seeks:

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

5. JCPZ VALUES



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

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

Value	What it means in practice for JCPZ
Service excellence	• Conduct our work in an efficient, effective, professional and accountable manner; • At all times render the quickest, most responsive and best service to our customers; and • Work with a commitment to quality and high performance.
Ubuntu (Care and concern for people)	• Work with care, empathy, respect and consideration for the well-being of our staff, customers and other stakeholders; • Maintain a safe and healthy work environment and promote care and concern for assets and facilities; and • Focus on people development, growth and work/life balance.
Teamwork	• Focus on collaboration and working together to achieve more; • Promote an environment of sharing knowledge and information.
Ownership and commitment	• Take responsibility for our actions and “do it right the first time”; • Act with integrity and in a transparent, ethical and honest manner; • Work with pride, passion and discipline; • Demonstrate a focus on customer service and satisfaction and in the best interests of the City.
Innovation	• Listen to and understand needs and create new approaches to what we do; • A focus on cutting edge, best in class and “outside the box” approaches and solutions.

6. APPLICATION OF CORE VALUES

6.1. SERVICE EXCELLENCE

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

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

Principle: Promoting legitimate business interests in a diligent manner

How do we adhere to this principle?

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

Principle: Maintaining confidentiality of information

How do we adhere to this principle?

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

Principle – Keeping proper records

How do stakeholders adhere to this Principle?

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

Principle – Using resources effectively

How do we adhere to this principle?

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

Principle - Refraining from any form of harassment and intimidation

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

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

6.2. OWNERSHIP AND COMMITMENT

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

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

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

Principle - Being honest and trustworthy

How do we adhere to this principle?

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

Principle - Being clear in all communication and actions

How is this Principle observed?

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

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

Principle – Reporting unethical and dangerous conduct



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

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

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

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

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

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

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

Principle - Avoiding both actual and perceived conflicts of interest



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Principle – Combating criminal activities



How do we intend on adhering to this Principle?

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

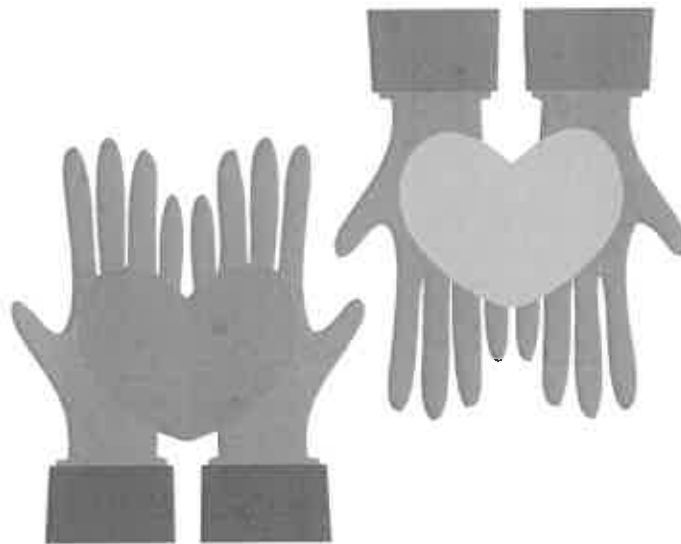
6.3. UBUNTU (CARE AND CONCERN)

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

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

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

Principle – Treating people fairly



How do we act on this Principle?

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

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

Principle - Providing a working environment free of unjust discrimination

We observe this Principle by:

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

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

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

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

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

How do we adhere to this Principle?

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

Principle - Respecting the communities in which we are located

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

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

Principle – Prevent Modern Slavery

To prevent modern slavery the Company and its stakeholders must:

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

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

6.4. TEAMWORK

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

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

Principle - Protecting the natural environment in which we operate

How do we achieve this Principle?

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

Principle – Protecting Johannesburg City Parks and Zoo' reputation



How do we adhere to this Principle?

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

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

How do we intend on adhering to this Principle?

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

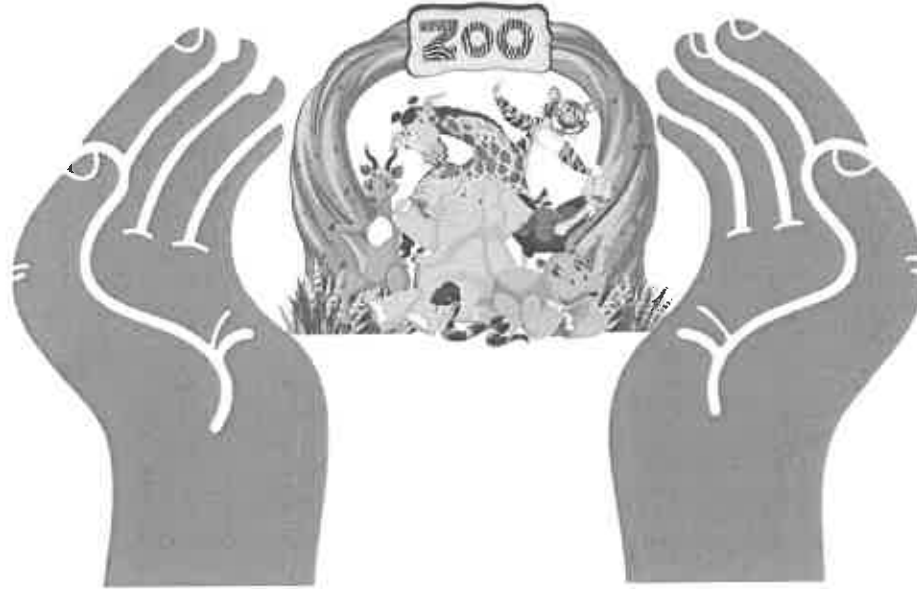
Principle – Working in unity

How do we achieve this Principle?

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

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

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



How do we achieve this Principle?

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

6.5. INNOVATION

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

7. APPLICATION OF THE CODE OF ETHICS

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

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

Managerial Responsibilities

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

Managers and Supervisors are required to:

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

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

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

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

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

Managers and Supervisors are required to assist staff members in:

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

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

Employee Responsibilities

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

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

Other Role Players' Responsibilities

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

Internal Audit Department:

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

Employee Relations:

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

8. BREACH OF THE CODE OF ETHICS



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

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

9. FREQUENTLY ASKED QUESTIONS

What are Business Ethics?

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

What is ethics?

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

Who are our Stakeholders?

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

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

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

What are core values?

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

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

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

What does it mean to be professional?

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

What does it mean to be transparent?

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

What does it mean to grow our company with pride?

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

What does it mean to value diversity?

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

What may cause conflicts of interest?

Conflicts of interest may be caused by:

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

What is compliance?

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

What are laws?

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

What are regulations?

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

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

What are Policies and Procedures?

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

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

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

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

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

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

10. REVIEW OF THE CODE OF ETHICS

Last review date: 31 October 2022

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