



JOHANNESBURG CITY PARKS AND ZOO

JBG WASHBAY & PAVING

BID No: JCPZ/CID03/2024

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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JOHANNESBURG CITY PARKS AND ZOO

Registration No: 2000/028782/08

P O Box 2824
Johannesburg
2000

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

Name of Bidder _____

Price Including VAT _____
(VAT REGISTERED ☐ / NON-VAT VENDOR ☐

(Price In-words) _____

Joint Venture ☐
Not a Joint Venture ☐
(Tick applicable box)

Contract Period: 2 months

CIDB Grading: 2CE or Higher

Compulsory Briefing session: Venue: Johannesburg Botanical Gardens. Cnr: Beyers Naude Dr. & Thomas Bowler Street. Emmarentia

Date: 16 October 2024 Time: 12:00pm-13:00pm

The closing date and time for receipt of tenders is Thursday, 24 October 2024 at 12h00pm. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

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

22-10-2024 (08:00 – 16:00pm)

23-10-2024 (08:00 – 16:00pm)

24-10-2024 (08:00 – 12:00pm before the closing time)

QUALIFICATION CRITERIA FOR FURTHER EVALUATION

To qualify for consideration, potential service providers **MUST** provide and **ADHERE** to the following Mandatory requirements (Failure to adhere to these requirements will lead to elimination):

- Attendance of the compulsory site briefing session.
- Completion of Bill of Quantities (BOQ) in full/Specifications/Terms of Reference as per tender document.
- Valid Class V COIDA from Department of Labour (Letter of good standing).
- Valid CIDB Grading 2CE or Higher.

Provide CRS Number (CIDB Number): _____ **CIDB Grade:** _____

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:

Johannesburg City Parks and Zoo

Contents

Nº	Heading
The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice, Invitation to Tender and Functionality
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreement and Contract Data	
C1.1	Form of offer and acceptance
C1.2	Contract data
C1.3	Form of Guarantee
Part C2: Pricing Data	
C2	Bill of Quantities
Part C3: Scope of Work	
C3	Refer to BOQ
Part C4: Occupational Health, Safety, Environment and Quality Specifications	
MBD 1 – Invitation to Bid	
MBD 3.1 – Pricing Schedule for Firm Price	
MBD 4 - Declaration of Interest	
MBD 6.1 - Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022	
MBD 8 - Declaration of Bidder's past Supply Chain Practices	
MBD 9 - Certificate of Independent Bid Determination	

NB: ALL DECLARATIONS AND MBD FORMS SHOULD BE COMPLETED AND SIGNED.



JOHANNESBURG CITY PARKS AND ZOO

Johannesburg City Parks and Zoo, the greening, conservation and cemetery management agency for the City of Johannesburg Municipality, invites **CIDB Grade 2CE or Higher** only contractors from suitably registered companies in the construction and landscaping field for JBG Washbay & Paving over a period of 2 months. Bids are to be submitted in line with the bill of quantities (BOQs).

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

Stage 1: Compliance on Qualification Criteria (Mandatory Requirements)

Stage 2: Functionality

Stage 3: Price

80

Specific goals (25% or more women shareholding)

20

Stage 4: Administrative Requirements

MANDATORY REQUIREMENTS

To qualify for consideration, potential service providers **MUST** provide and **ADHERE** to the following Mandatory requirements (Failure to adhere to these requirements will lead to elimination):

- Attendance of the compulsory site briefing session.
- Completion of Bill of Quantities (BOQ) in full/Specifications/Terms of Reference as per tender document.
- Valid Class V COIDA from Department of Labour (Letter of good standing).
- Valid CIDB Grading 2CE or Higher.

ADMINISTRATIVE REQUIREMENTS

The potential service providers shall provide and **ADHERE** to the following administrative requirements:

- Provide valid Companies' proof of address and/ or Director's proof of residence – If there are two or more directors, all must submit proof of residence (Only latest municipal statement not older than three (3) months (not in arrears for more than 90 days) or valid lease agreement in their area of jurisdiction;
- Provide proof of Public Liability Insurance Cover;
- Provide Proof of registration with CSD (Central Supplier Database) at National Treasury compliant with all regulatory requirements;
- 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 - Completed and Signed Municipal Bidding Documents (MBDs) stipulated in the tender document.
- Authority of Signatory to sign tender documents.
- Proof of the company registration issued by the Companies and Intellectual Property Commission (CIPC).
- Valid SARS issued tax pin code and/or Tax Clearance Certificate.

Where a bidder's bid response fails to comply fully with any of the administrative requirements above, JCPZ may at its discretion allow the bidder an opportunity to submit and/or complete and/or supplement the information and/or documentation provided **within a grace period of seven (7) days from a day when a letter of request was issued to respond, of which failure to adhere to that timeline should result to elimination.**

NOTE: This allowance will only be given to the top five (5) potential service providers where only one service provider is required, and where a panel is required, this discretion shall apply to only the qualifying or shortlisted or recommended service provider(s) after all other evaluation stages (e.g. mandatory requirements and functionality evaluation) were finalised.

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. Tender documents may be downloaded from www.jhbcityparksandzoo.com or www.etenders.gov.za for free from Wednesday, 09 October 2024 (Close of business).

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 **120 days from the closing date** and might be extended when there is a need.

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 .

Johannesburg City Parks and Zoo

T1.2 Tender Data

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

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

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

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

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

F.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
F.2.23	The tenderer is required to submit with his tender the following documents: an original valid Tax Clearance Certificate issued by the South African Revenue Services. Proof of residence (Provide Latest municipal account or Valid Lease Agreement) Company registration documents (Ck document) Valid COID Certificate (Class V) (Letter of Good standing) Valid CIDB Grade (Provide CRS number) Previous Experience on similar work successfully executed by the contractor (Provide Proof-References & Letters) Other supporting documents: BBBEE Certificate Public Liability Insurance Owners ID Copies Capacity to complete the project within shortened timeframe.
F.3.4	Tenders will be opened immediately after the closing time for tenders at 12h00PM on 24 October 2024 Location: Johannesburg City Parks and Zoo Head Office, Ground Floor
F.3.11.2	The procedure for the evaluation of responsive tenders is Method 4
F.3.13	the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document; the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
F.3.13	a) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; b) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	JCPZ Risk Tolerance: A risk analysis shall be undertaken on the bidder with the highest number of PPPFA points. JCPZ Considers the risk exposure levels to be considerable on bidders that have been awarded in excess of two contracts each exceeding the amount of R1 500 000.00 and or have been awarded a contract in excess of R15 000 000.00 from JCPZ in the current financial year. JCPZ reserves the right to award a contract to a bidder who has exceeded the above mentioned threshold.

Johannesburg City Parks and Zoo

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes:

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

2. Other documents required only for tender evaluation purposes:

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

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

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

4. Other documents that will be incorporated into the contract

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

6. C1.2 Contract Data (Part 2)

7. C2. Bills of quantities

A. SPECIAL CONDITIONS

A.1. Information provided by the bidder

JCPZ reserves the right to verify the information provided by the bidder, and if found to be false or misrepresented, this may disqualify the bid in whole or in part.

A.2. Cancellation of the Bid

If there is cancellation of the bid; the cancellation of bid notice shall be published the same way as the advert on JCPZ's website, newspapers as well as the National Treasury e-tender portal and CIDB website.

A.3. Addendum

If there is any amendment(s) to the tender document, Addendum shall be published on JCPZ's website as well as the National Treasury e-tender portal. All prospective bidders should therefore ensure that they visit the said sites regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

A.4. JCPZ reserves the right to award or not to award contracts and tenders at its discretion:

- (i) JCPZ does not bind itself to accept the lowest priced bids;
- (ii) JCPZ will not accept tender offers if a bidder/tenderer failed to perform on any previous JCPZ contract/s and has been given a written notice to this effect or contract was terminated;
- (iii) JCPZ will terminate any contract/s as per the termination clause/s in the form of contract/s concluded due to poor performance e.g. GCC, service level agreements etc.
- (iv) JCPZ reserves the right to negotiate prices submitted by bidders (where applicable).

A.5. Contract default and penalties

Where it appears that the supplier is not executing the contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or that he is carrying on the work at such rate of progress as to ensure delivery by the "date of delivery" that the time has expired within which delivery should have taken place, general poor performance or in the event of any other failure or default or has misrepresented information provided, JCPZ shall:

- (i) notify the supplier to make good the failure or default (i.e. this does not apply to suppliers/contractors who deliberately provide incorrect, fraudulent or misleading information).
- (ii) terminate the contract after expiration of the notice period, if his/her performance has not improved or the failure has not been remedied.
- (iii) impose a monetary penalty for any loss JCPZ may have suffered where required in terms of the contract terms.
- (iv) automatically appoint the second-best supplier or agent to perform such work as the initial supplier may have neglected to do.
- (v) advise the CIDB to note the poor performance or termination, where it is construction related work.

A.6. Bid Validity

Validity Period

Proposals/Bids shall remain valid and open for acceptance for a period 120 days from the closing date, and any agreed extension of the validity period.

Extensions to the Validity Period

JCPZ may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the proposal/bid validity period. The request and the response thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify its Proposal/Bid.

A.7. Objections and complaints (Appeals)

- In terms of section 62 of the Municipal Systems Act, any person aggrieved by decisions or actions taken in the implementation of the JCPZ supply chain management system, may lodge a written objection or complaint or query against the decision or action to the Accounting Officer within 21 days of the date of the notification of the decision or action.

- A dispute, objection, complaint or query may be referred to the relevant provincial treasury if:
 - (a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

A.8. Negotiations with preferred bidders

A supply chain management policy may allow the accounting officer to negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation:

- (a) does not allow any preferred bidder a second or unfair opportunity;
- (b) is not to the detriment of any other bidder; and
- (c) does not lead to a higher price than the bid as submitted.

A.9. Certified copies of original document

Certified copy of the original should be commissioned as the true copy of the original in terms of the applicable relevant laws in South Africa.

A.10. Completion of bid documents

Completion of bid documents must be done using non-erasable ink, preferably black.

A.11. Submitting a bid

All bidders must submit bids in the original/official form as downloaded. Bidders are required to submit a bid for providing all the works, services or goods as identified in the bid advertisement or document unless stated otherwise as an additional condition in the conditions of the bid.

A.12. Alterations to bid document

Bidders must not make alterations or additions to the bid documents except to comply with instructions issued by JCPZ or if necessary to correct errors made by the bidder such as price/calculations. All such alterations must be initialled or authenticated by the authorized signatory to the bid. Corrections may not be made using correction fluid, correction tape or the like.

A.13. Cost of the bidding

JCPZ will not compensate bidder/s for any cost incurred in the preparation and submission of a bid.

A.14. Standardized prices/rates

JCPZ shall, insofar as possible, ensure that a standardized prices/rates are applied/used when establishing the panel of suppliers, whereby prospective bidders were required to submit/provide quotes for the bid.

A.15. Due diligence

Due diligence on market-related pricing may be conducted. JCPZ reserves the right to disqualify bid offers that are under-quoted and or are above market value. In this case, the bidder may be required to submit supporting documentation to JCPZ to prove that the pricing is not under-quoted or above market value.

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

CRS Number (CIDB Number): _____ CIDB Grade: _____

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

A. TAX CLEARANCE CERTIFICATE REQUIREMENTS

VALID TAX PIN: _____

Please attach a valid Tax Clearance Status to this page.

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

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

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

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

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

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

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.

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

Provide valid Companies' proof of address and/ or Director's proof of residence (Only latest municipal statement not older than three (3) months (not in arrears for more than 90 days) or valid lease agreement in their area of jurisdiction;

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.

PAGE TO WHICH A VALID COID CERTIFICATE MUST BE ATTACHED:

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

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

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

Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Certificate of Authority for Joint Ventures (Attach JV Agreement)

This Returnable Schedule is to be completed by joint ventures.

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

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

Schedule of Proposed Sub-contractors

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

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

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

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

Sign:

Date:

Name:

Position:

Tenderer:

Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Sign:

Date:

Name:

Position:

Tenderer:

Schedule of the Tenderer's Experience

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

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

Proposed Amendments and Qualifications

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

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

Page	Clause or item	Proposal

Sign:

Date:

Name:

Position:

Tenderer:

Johannesburg City Parks and Zoo

C1.1 Form of Offer and Acceptance

Offer

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

.....

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

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

THE OFFERED TOTAL OF THE PRICES IS:

Total Amount Excl.Vat : R

VAT : R

Total Amount Incl.Vat : R

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

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

Signature Date

Name

Capacity

for the tenderer

(Name and
address of
organization)
.....
.....

Name and
signature
of witness
.....

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature Date

Name

Capacity

for the

Employer

.....

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

Name and
signature
of witness Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

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

Johannesburg City Parks and Zoo

C1.2 Contract Data

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

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

Clause	Data
1.1 1.2	The Employer is. Name: JOHANNESBURG CITY PARKS AND ZOO The address of the Employer is: Address (physical): 40 De Korte Street, Braamfontein, Johannesburg. Address (postal): PO BOX 2824, Johannesburg, 2000 Telephone: 011-712 6600. Facsimile: 011-403 4495. Registration number: 2000/028782/08
1.1	The contract sum is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance
1.7	The governing law is the law of South Africa
3.3 31.16.2	Waver of the contractor's lien or right on continuing possession is required.
3.6	The original signed set of contract documents is to be held by the employer .
10.1.1 12.6	Contract works insurance is to be effected by the contractor.
10.1.2 11.1-3 12.6	Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risk issued by the South African Special Risk Insurance Association.
14.1	The contractor is to provide a Fixed construction guarantee 10% of the contract sum .
15.3	The period for the commencement of the works after the contractor takes possession of the site is 5 working days.
15.4 28.0	Completion of the works in 2 months is required.

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

Johannesburg City Parks and Zoo

C1.3 Form of Guarantee

Contract No

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

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

at

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

Johannesburg City Parks and Zoo

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **The**

Contractor means

Agent means

Works means

Site means

Agreement means the JBCC Series 2000 Principal Building Agreement

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

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

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

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

2 The Guarantor hereby acknowledges that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed at Date

Guarantor's
Signatory 1 Guarantor's
Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

Johannesburg City Parks and Zoo

C2: Pricing Data

C2.2: Bill of Quantities

CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY

TABLE OF CONTENTS

SERIES 1000: GENERAL

1200	General requirements and provisions
1300	Contractor's establishment on site and general obligations
1400	Housing, offices and laboratories for the engineer's site personnel

SERIE 2000: DRAINAGE

2200	Prefabricated culverts
2300	Concrete kerbing, concrete channelling, chutes and downpipes, and concrete lining for open drains

SERIES 3000: EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE

3300	Mass earthworks
3400	Pavement layers of gravel material
3500	Stabilization
3800	Breaking up existing pavement layers

SERIES 5000: ANCILLARY WORKS

5700	Road markings
5900	Finishing the paving

SERIES 7000: SUNDRY STRUCTURES

7300	Concrete Block Paving for Roads
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SERIES 8000: SUNDRIES

8100	Testing material and workmanship
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SERIES 1000 : GENERAL				SECTION 1200		
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY						
Item No.	LIC	Description	Unit	QTY	Rate	Amount
12,00		<u>GENERAL REQUIREMENTS AND PROVISIONS</u> PART A - OHS ACT Compliance implementation of the health and safety - Construction healt and safety documentation (a) Prepare and compile H&S plan as per site specification Health and safety specifications OHS Act & Regulations (b) Allow for the preparation and compilation of the site specific health and safety file. (c) Appointment of a full time registered construction health and safety for the druration of the contract as per section 8(5) of the construction regulations. PART B - OHS ACT Compliance implementation of the health and safety -Personel protective clothing & equipment. (a) Personal protective clothing/equipment, overalls with reflectors, safetey footwear, dust masks, ear plugs, gloves, hard hats, eye protection, etc. PART C - OHS ACT Compliance implementation of the health and safety - Occupational medical surveillance (a) Entry and exit medical examinations by a registered occupational medical practioner. (b) Provision of a first aid kit. (c) Provision of a fire - fighting measures,9kg dry chemical powder fire estinguisher. PART D - OHS ACT Compliance implementation of the health and safety - Occupational medical surveillance (a) Health and safety induction site access cards (b) Basic first Aid training level one (c) Construction (firefighting, General information, prohibitory, mandatory, warning, hazchem, etc) (d) Health and Safety information display board in site office (emergency evacuation flow diagram, emergency contact numbers, electrical, general, etc) (e) Health and safety charts (OHS Act, Basic Conditions of Employment Act)	Lump Sum <			

SERIES 1000 : GENERAL					SECTION 1200	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY						
Item No.	LIC	Description	Unit	QTY	Rate	Amount
TOTAL SECTIO 1200 CARRIED FORWARD TO SUMMARY						

SERIES 1000 : GENERAL				SECTION 1300		
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY						
Item No.	LIC	Description	Unit	QTY	Rate	Amount
13.00		<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
13.01		Contractor's general obligations				
		(a) Fixed obligations	lump sum	1		
		(b) Value-related obligations	lump sum	1		
		(c) Time-related obligations	Month	2		
		NB:Should the combined total tendered for sub-items (a) , (b) and (c) exceed 15% of the tendered sum (excluding V.A.T), the tender shall state his reasons in writing for tendering in this manner				

SERIES 1000 : GENERAL					SECTION 1300	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY						
Item No.	LIC	Description	Unit	QTY	Rate	Amount
TOTAL SECTION 1300 CARRIED FORWARD TO SUMMARY						

SERIES 1000 : GENERAL				SECTION 1400	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
14.00	<u>HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL</u>				
14.01	Office and laboratory accommodation				
	(a) Offices (interior floor space only)	m²	20		
	(e) Ablution units	m²	2		
14.02	Office and laboratory furniture				
	(a) Chairs	No	8		
	(d) Desks, complete with drawers and locks	No	1		
	(e) Conference table	No	1		
14.03	Office and laboratory fittings Installations and				
	(a) Items measured by number:				
	(i) 220/250 volt power points	No	1		
	(v) Single incandescent light fittings complete with 100 watt globes	No	1		
	(x) Fire extinguishers, 9.0kg, all purpose dry powder type, complete mounted on wall	No	1		
	(xi) Air conditioning unit(s) with 2,2 kW minimum capacity, mounted with own power connection	No	1		
	(xv) Steel filing cabinets with drawers	No	1		
	(xx) Rain gauge	No	1		
14.08	Services				
	(a) Services at office and laboratories				
	(i) Fixed costs	lump sum	1		
	(ii) Running costs	Month	2		
B14.13	Supply and erect contract nameboard as per detail	No	1		
TOTAL SECTION 1400 CARRIED FORWARD TO SUMMARY					

SERIES 1000 : GENERAL				SECTION 1500	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
22.00	2200: PREFABRICATED CULVERTS				
22.17	Manholes, catchpits, precast inlet and outlet structure complete, with 3CR12 900x600 cover:				
	(a) Manholes	No	1		
22.21	Accessories:				
	(a) Manholes covers including frames (supply and installation of 900 x 600 3CR12 manhole cover with frame including removal of existing rusted cover.)	No	1		
B22.28	Oil Trap system:				
	(a) supply and installation of 800l oil trap system which includes the following: auto shut off valve, oil skimming pipe, oil storage sump, 800l oil or water capacity, 60l oil storage, inspection sample port, removable coalescing media catridge,oil draw off pipe, 110mm inlet/outlet,size 1130mm long 1050mm wide 1000mm deep, manhole cover with frame and connection to existing drainage system.	Prov. Sum	1	R35 000,00	R35 000,00
	(b) Maintenance plan for 3 months after completion of project	Prov. Sum	1	R15 000,00	R15 000,00
	(c) Training of Staff on the maintainence of the oil trap system.	Prov. Sum	1	R10 000,00	R10 000,00
	(d) Handling costs and profit in respect of subitem B22,28 (a) and (b) above	%	R60 000,00		
22/21.12	Concrete outlet structure, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(d) Cleaning eyes	No.	1		

SERIES 1000 : GENERAL				SECTION 1500	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
CARRIED FORWARD /...					

SERIES 2000 : DRAINAGE				SECTION 2300	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
	SECTION 2300				
23.00	2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23,01	Concrete kerbing				
	(a) Figure 3 as shown on the drawings	m	200,00		
23,04	Cast In situ Concrete chutes (measured by components)				
	(a) Concrete (30/19)	m³	1,00		
	(b) Formwork (F1 Surface finish)	m²	8,00		
23,06	Inlet, outlet, transition and similar structures (measured by components)				
	(a) Concrete (25M/19) MPa	m³	1,00		
	(b) Formwork(F2 surface finish)	m²	6,00		
23,13	Polyethylene sheeting(0.15 mm thick) for concrete-lined open drains	m²	62,00		

TOTAL SECTION 2300 CARRIED FORWARD TO SUMMARY	
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[illegible]

SERIES 3000 : EARTHWORKS AND PAVEMENT LAYERS					SECTION 3300
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
TOTAL SECTION 3300 CARRIED FORWARD TO SUMMARY					

SERIES 3000 : EARTHWORKS AND PAVEMENT LAYERS				SECTION 3400	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
34.00	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	Pavement layers constructed from gravel taken from Commercial Source, including haulage. (a) Gravel upper selected layer compacted to: (i) 93% of modified AASHTO density (G7 material in 150mm thick compacted layers) (c) Gravel subbase (unstabilised gravel material) compacted to: (i) 95% of modified AASHTO density. (G6 material in 150mm thick compacted layers) (f) Gravel base (chemically stabilized material) compacted to: (ii) 98 % of modified AASHTO density (G5 material in 150mm thick layer)	m³ m³ m³	173 165 158		

SERIES 3000 : EARTHWORKS AND PAVEMENT LAYERS					SECTION 3400	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY						
Item No.	Description	Unit	QTY	Rate	Amount	
TOTAL SECTION 3400 CARRIED FORWARD TO SUMMARY						

SERIES 3000 : EARTHWORKS AND PAVEMENT LAYERS				SECTION 3500	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
35.00	STABILIZATION				
35.01	Chemical stabilization extra over unstabilized compacted layers				
	(a) Sub-base (C4 material, 150mm thick layers)	m³			Rate Only
	(b) Base (C4 material, 150mm thick layers)	m³	158		
35.02	Chemical stabilizing agent:				
	a) Ordinary Portland Cement	t	11		
	g) Powercrete	t			Rate Only
35.04	Provision and application of water for curing	kl	16		
35.05	Curing by covering with the subsequent layer	m²			Rate Only

SERIES 3000 : EARTHWORKS AND PAVEMENT LAYERS					SECTION 3500	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY						
Item No.	Description	Unit	QTY	Rate	Amount	
TOTAL SECTION 3500 CARRIED FORWARD TO SUMMARY						

[illegible]

SERIES 3000 : EARTHWORKS AND PAVEMENT LAYERS					SECTION 3500	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY						
Item No.	Description	Unit	QTY	Rate	Amount	
TOTAL SECTION 3500 CARRIED FORWARD TO SUMMARY						

SERIES 5000 : ANCILLARY ROADWORKS				SECTION 5700	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
57.00	ROAD MARKINGS FOR PAVING				
57.01	Road marking paint:				
	(a) White lines - 100mm wide (broken or unbroken)	km	0,15		
	(b) Yellow lines - 100mm wide (broken or unbroken)	km			Rate Only
	(d) White lettering and symbols	m²	5		
	(e) Yellow lettering and symbols	m²	5		
	(g) Kerb markings (any colour)	m²			Rate Only
57.04	Variations in rate of application:				
	(a) White paint	litre			Rate Only
	(b) Yellow paint	litre			Rate Only
B57.06	Setting out and premarking the lines (Excluding traffic-island markings, lettering and symbols)	km	0,15		
57,07	Re-establishing the painting unit at the end of the maintenance period	lump Sum	1		
TOTAL SECTION 5700 CARRIED FORWARD TO SUMMARY					

SERIES 5000 : ANCILLARY ROADWORKS				SECTION 5700	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
59.00	FINISHING THE PAVING				
59.01	Finishing the paving:	m	200		
TOTAL SECTION 5900 CARRIED FORWARD TO SUMMARY					

SERIES 7300 : CONCRETE BLOCK PAVING					SECTION 7300	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY						
	LIC	Description	Unit	QTY	Rate	Amount
7300,00		CONCRETE BLOCK PAVING FOR ROADS				
73,02	LIC	Bedding Sand	m3	30		
73,01		CONCRETE BLOCK PAVING				
	LIC	80 mm Thick Concrete Interlocking Blocks Class 30 S-A to SABS 1058, Grey, in Herringbone Pattern(Rates should include Labour and profit Only)	m²	1000		
73,02	LIC	Class 30/19 , Cast in situ concrete edge and intermediate Beams	m3	2		
73/23.13		Polyethylene sheeting(0.15 mm thick) for paving	m²	1000,00		
B73,04		Removal of existing block paving and stockpile	m²	80		
TOTAL SECTION 7300 CARRIED FORWARD TO SUMMARY						

[illegible]

SERIES 8000 : SUNDRIES				SECTION 8100	
CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY					
Item No.	Description	Unit	QTY	Rate	Amount
TOTAL SECTION 8100 CARRIED FORWARD TO SUMMARY					



CONSTRUCTION OF BOTANICAL GARDEN PAVING WASHING BAY

SUMMARY OF SCHEDULE OF QUANTITIES

SECTIONS		AMOUNT
SERIES 1000: GENERAL		
1200	General requirements and provisions	
1300	Contractor's establishment on site and general obligations	
1400	Housing, offices and laboratories for the engineer's site personnel	
SERIE 2000: DRAINAGE		
2200	Prefabricated culverts	
2300	Concrete kerbing, concrete channelling, chutes and downpipes, and concrete lining for open drains	
SERIES 3000: EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE		
3300	Mass earthworks	
3400	Pavement layers of gravel material	
3500	Stabilization	
3800	Breaking up existing pavement layers	
SERIES 5000: ANCILLARY WORKS		
5700	Road markings	
5900	Finishing the paving	
SERIES 7000: SUNDRY STRUCTURES		
7300	Concrete Block Paving for Roads	
SERIES 8000: SUNDRIES		
8100	Testing material and workmanship	
TOTAL SCHEDULE : CONSTRUCTION		
ADD 5% CONTINGENCIES		
SUB - TOTAL (A)		
15% VAT		
TENDERED SUM CARRIED TO FORM OF TENDER		

Johannesburg City Parks and Zoo

C3: Scope of Work (REFER TO BOQ ABOVE)

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

Johannesburg City Parks and Zoo

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



CONTRACTOR MANAGEMENT

Doc ID.

Revision no.

Next revision Date: 2025

TITLE: SHE SPECIFICATIONS

CONTRACTOR SHE SITE SPECIFIC SPECIFICATIONS

WASHBAY CONSTRUCTION –
JHB BOTANICAL GARDENS –
OHS SPECIFICATIONS

Introduction

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

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

Furthermore, JCPZ is mandated to ensure that the public open spaces within the City of Johannesburg are managed, maintained and conserved for the enhancement of the ecosystems and biodiversity to ensure sustenance for both the current and future generations.

Kindly provide the documents that describe and/or relate to the items below that do relate to the project scope of works.

Only files that follow the **safety file numerical order contained herein** as a guide when compiling your safety file will be evaluated.

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

Compulsory Section

INDEX	DESCRIPTION	INSTRUCTION
1	Site Organisational structure	Must reflect on-site team and must be aligned to legal appointments as detailed under element 12
2	Site diary Site visitor register Daily sign in register	

3	JCPZ Health, Safety specifications and Scope of works	This document must form part of the file
4	Notifications ❖ Notification of Construction works (Annexure 2 form)	Proof of notification must be provided
5	Contractor H&S Policy	Policies signed and dated
6	Method statements ❖ Start-up & site clearance Submit the site layout which clearly demonstrates the location of: ✦ Site camp; ✦ Staff accommodation ✦ Security checkpoint; ✦ Site Office; ✦ Positioning of flagmen and traffic control officers. ✦ Material storage area. ✦ Machinery and tools to be used ✦ Number of on-site staff ✦ Sub contractors already chosen ❖ Construction phase ✦ Machinery and tools to be used ✦ Number of on-site staff ✦ Sub contractors already chosen ❖ Close out phase ✦ Waste removal and disposal ✦ File close out	Must reflect all processes that will be undertaken in the execution of the project Signed by authorised person before submission
7	Risk assessments: ❖ Based on scope of works. ❖ Site specific assessment (Health & Safety) ❖ Please provide proof of competence of the Risk Assessor ❖ PPE Risk matrix ❖ Copy of the client baseline risk assessment	Signed by Authorised person before submission
8	Safe working procedures for significant risk bearing tasks as quantified by risk assessment ratings and must include Machinery Plant use, storage and refuelling Grinders and grinding processes Shopfitting	Signed by authorised person before submission All staff members must be notified of relevant SWP applicable to the work they preform

	Plumbing works Working at heights Ladder use Painting Hazardous chemicals Ergonomics Earthworks Block paving Excavations	Training attendance registers must be available for inspection
9	Site specific Emergency plan ❖ Incident reporting procedure (All SHE incidents) ❖ Staff emergency contact register ❖ Emergency services contact register ✦ Chemical manufacturer ✦ Poison centre number ❖ Emergency drill evaluation report (Monthly) ❖ Hazardous chemicals spillages and contact procedures	Signed by authorised person before submission Training attendance registers must be available for inspection
10	Agreements ❖ Agreement with JCPZ ❖ Contractor management procedure ❖ 37.2 contractor agreements with sub-contractors; ❖ Contractor tool register ❖ Contractor sign in register ❖ Contractor/s letter of good standing (Compensation Commissioner)	All agreements must be dually signed and must be available for inspection
11	COID ❖ Letter of good standing from Compensation Commissioner ❖ Blank Annexure 1 template ❖ Blank WCL2 ❖ Incident register ❖ Incident investigation template ❖ Incident reports ❖ First aid treatment register	Copy of accident reports must be available for inspection
12	OHSACT applicable appointments OHSA 16.1 Chief Executive Officer charged with certain duties OHSA 16.2 Chief executive Officer assign duties Construction Regulations	All appointments must be dually signed

	CR 8 (1) Construction Manager CR 8 (5) Construction Safety Officer CR 9 (1) Competent Risk Assessor CR 10 (1) (a) Fall protection planner CR 23 (1) (d) (i) Construction vehicles and mobile plant operator CR 23 (1) (d) (k) Construction vehicles and mobile plant inspector CR 27 Housekeeping and general safeguarding Controller CR 28 (a) Stacking and storage Supervisor CR 29 (h) Fire equipment Inspector) CR 29 (j) Fire fighters CR 29 (l) (i) Evacuation Coordinator General Safety Regulations GSR 3 Appointment of first aid responder (1 for first 10 employees, thereafter 1 in 50) GSR 13 (a) Ladder Inspector Electrical Machinery Regulation 9 (4) Portable electrical tools Inspector General Administrative Regulations GAR 9 (2) Incident Investigator General Machinery Regulations GMR 3 (c) Machinery inspector GMR 4 (1) Machinery operator Facilities Regulations FR 2 (d) Hygiene Inspector Hazardous Chemical Substance Regulations HCSR 3 (1) Training instructor HCSR 10 (2) HCSR 1 (a) Hazardous Chemical Substance controller	
13	Induction syllabi and, Toolbox talks which must include: ❖ Fall protection; ❖ Site SHE rules; ❖ Incident reporting; ❖ Emergency preparedness and response; ❖ Hazardous chemical substance management; ❖ Health & Safety policy; ❖ Hand safety;	Training attendance registers must be available for inspection

	❖ PPE usage; ❖ Ergonomics; ❖ NIHL; ❖ Grinder safety; ❖ Electrical safety; ❖ Road safety; ❖ Fire prevention; ❖ Excavation safety; ❖ Plant operating safety; ❖ Use of firefighting equipment; ❖ Etc.	
14	Employee information ❖ Contractor employee's ID copies ❖ Certificate of fitness ❖ Employee next of kin register	Copies must be in file on submission for file approval
15	❖ Site specific Health & Safety plan;	All plans must be approved by an authorised person All plans must be communicated to relevant employees and attendance registers must be available for inspection All plans must be implemented.
16	Hazardous Chemical Substances (HCS) ❖ HCS Management Plan ❖ Safety Data Sheets for all chemicals and solvents ❖ List of chemicals	List must coincide with operations All plans must be communicated to relevant employees and attendance registers must be available for inspection Plan must be signed by authorised person
17	Fall prevention ❖ Site specific Fall protection plan, if applicable ❖ Fall rescue plan	Plan must be signed by authorised person Proof of competency for planner must be provided

18	❖ Traffic management plan	All plans must be communicated to relevant employees and attendance registers must be available for inspection Plan must be signed by authorised person
19	Registers & tool inspections ❖ PPE issue ❖ PPE Inspection ❖ Hand tools inspection ❖ Portable Electrical tools inspection ❖ Ladder inspection register ❖ Firefighting equipment inspection ❖ Construction vehicle and mobile plant inspection	Updated inspections reports must be available for inspection
20	Self-site inspections Contractor monitoring	Updated inspections reports must be available for inspection Deviations noted must be actioned by the contractor
21	Monitoring ❖ JCPZ audit report ❖ Corrective action plan ❖ JCPZ Inspection reports	Audits by the JCPZ SHEQ Team will heed a report The contractor must develop an action plan for any audit findings raised All reports/action plans must be kept in the file
22	Licencing and competency ❖ Construction vehicle operator competency; ❖ H&S Officer competency; ❖ Risk Assessor competency; ❖ Driver's license for on-site vehicles; ❖ Flagman-Stop/Go Officers competency;	Where competency is required, such competency must be provided upon file submission
23	Contractor evaluation - Approval of sub-contractor files	Evaluation reports to be kept in PC file
24	Work stoppages and Occupational Health & Safety instructions	Kept in file
Additional comments / requirements:		

Contractors must ensure that the file is available on site for inspection and auditing purposes	
The SHE file must be updated weekly	
JCPZ, SHEQ must be informed of any Health, Safety or Environmental incidents	
Failure to update and implement processes and plans may result in work stoppages	

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

IMPORTANT NOTES:

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

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

Physical Address: 12 Glencoe Road Springfield, Johannesburg

**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: CONSTRUCTION OF A WASH BAY AT JOHANNESBURG BOTANICAL GARDENS</u> <u>PROJECT COORDINATOR: Vusani Shabalala</u> DATE: 20th February 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 exercise the duty of care and apply the environmental principles as outlined in Section 2 of the National Environmental Management Act No 108 of 1996 (NEMA) as well as the applicable SEMAs and develop an environmental sustainability policy which clearly outlines these principles. Since this project involves that deal with contaminated effluent, the contractor should exercise caution with the objective of avoiding possible water contamination in line with the National Water Act No 36 of 1998. In addition to this the contractor should ensure that a system that separates water and oil is installed. This system should be provided with a mechanism that will be used for the collection of used oil. Provision should be made for its removal and safe disposal of used through the JCPZ management plan. 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 addition to this, 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 paint and thinners 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 (including all activities as they appear in the risk assessment & the EMP)	
Material 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

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

SECTION 2200: PREFEBRICATED CULVERTS

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

SECTION 3300: MASS EARTHWORKS

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

SECTION 3500 STABILIZATION

SECTION 5700: ROAD MARKING

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

SECTION 7300: CONCRETE BLOCK PAVING

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

B1204 PROGRAMME OF WORK

a) General requirements

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contractor documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirement regarding the training of labourers and Emerging Contractors (EC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

b) Programme of work for rehabilitation work

“The engineer shall, however, undertaken acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintain his own quality control system”.

Add the following at the end of this clause:

“The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day’s production for a specific item of work subject to acceptance control testing.”

B1206

“The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.”

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by registered land surveyor, who shall certify such replacement.

The cost replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor.”

B1209 PAYMENT

c) Rates to be inclusive

“VAT shall be excluded from the rates and provided for as lump sum in the Summary of Bill of Quantities.”

d) Materials on the site

“in addition, the engineer may at his sole discretion also allow payments under “Materials on Site” in respect of any construction materials if stored off-site providing that:

- a) The site selected for this purpose is approved by the engineer
- b) Such land is physically separated from any production plant or operation
- c) Only materials for use under this contract is stockpiled on such land
- d) The contractor has provided proof of an agreement with the owner of land that the owner has no claim whatsoever on any materials stockpiled land
- e) Material obtained by the contractor for or on behalf of emerging subcontractors (SMME’s) shall remain the responsibility of the contractor after payment has been made in respect of materials site.”

B1215 EXTENSION OF TIME RESULTING ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

“For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method).”

Method (ii) (Critical path method)

“The value of “n” shall be taken as the (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Rainfall records

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY	118	13
FEBRUARY	83	8
MARCH	70	8
APRIL	38	6
MAY	11	2

JUNE	6	1
JULY	2	1
AUGUST	6	1
SEPTEMBER	19	2
OCTOBER	45	7
NOVEMBER	88	10
DECEMBER	104	11

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

“(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing.”

B1222 USE OF EXPLOSIVES

“(h) Where blasting operations are undertaken in close proximity of temporary deviations, the Contractor shall implement all such safeguarding measures as may be required and instructed by the engineer.”

B1224 THE HANDING-OVE OF THE ROAD RESERVE

“The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non- adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic.”

B1229 SABS CEMENT SPECIFICATIONS

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement- composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product Nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5 R
RHC	CEM I	42,5
	CEM I	42,5 R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R

	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5 CEM II/A-V 32,5, or CEM III A may used for the manufacture of reinforce concrete members.”

“B1230: IN SERVICE TRAINING

The contractor shall implement in-service training. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

a)Details of in-service training

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in – service training programme , which details shall inter alia include the following:
 - The details of training to be provided
 - The manner in which the training is to be delivered
 - The number and details of trainers to be utilized.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor , a certificate of service in which the following information shall be recorded:
 - The name of the contractor
 - The name of the employee
 - The name of the project /contract
 - The nature of work satisfactorily executed by the worker and the time spent thereon
 - The nature and extent of training provided to the worker
 - The dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01 (a), (b) and (c) in the bill of quantities. The performance of

the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer.

The contractor shall, however, accept the appointed as part of his management personnel.

a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- i. To be available on site daily between the hours of 07:00 and 11:00 and at other times as the need arises. His/her normal working day will extend from 07:00 in the morning until 16:30 in the afternoon.
- ii. To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- iii. To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- iv. To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk."
- v. To attend all meetings in which the community and/or labour are present or are required to be represented.
- vi. To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- vii. To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- viii. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- ix. To keep a daily written record of his interviews and community liaison.
- x. To attend monthly site meetings to report on labour and RDP matters.
- xi. All such other duties as agreed upon between all parties concerned.

- xii. To submit monthly returns regarding community liaison as illustrated In Part C5.1 of this document (form RDP 12(E)).

b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

B1232 SUBCONTRACTORS

Over and the stipulations of clause 8 of the General Conditions of Contract 1998, regarding subletting of part of the works , it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 8 of the general conditions of contract regarding subcontracting of the works , it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the rights to limit the extent or the volume of work subcontracted by the contractor, should he be deem it necessary in terms of progress or quality of workmanship.

B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

B1234 MEASUREMENT AND PAYMENT

“ITEM	UNIT
--------------	-------------

B12.01 Locating Existing Services	Provisional Sum
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ITEM	UNIT
-------------	-------------

B12.02 Hand excavation to determine the positions of existing services	
--	--

To determine the positions of existing servicescubic metre (m³)

ITEM	UNIT
-------------	-------------

B12.03 Quality Control Test Ordered by the Engineer	Prime Cost Sum
---	----------------

ITEM	UNIT
-------------	-------------

B12.04 Provision for a Community Liaison Officer	
--	--

Provisional sum for the payment of the Community Liaison Officer	Provisional Sum
--	-----------------

ITEM	UNIT
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B12.05 Provisional sum for protection and/ relocation of service by others	
--	--

Provisional sum for the payment of the protection and/ Relocation of existing services by others	Provision Sum
--	---------------

ITEM	UNIT
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B12.06 Provisional sum for payment of the contract notice board as instructed by Engineer

Provisional sum for the payment of the contract notice board Provisional Sum

ITEM

UNIT

B12.07 Provisional sum for payment for the Engineer's representative 's cellular phone account

Provisional sum for the payment of the Engineer's
Representative's cellular phone account Provisional Sum

ITEM

UNIT

B12.08 Provisional sum for payment of the compensation of Landowners

Provisional sum for compensation of Landowners Provisional Sum

ITEM

UNIT

B12.09 Cable ducts

Supply, lay & backfill 150mm cable ducts m

ITEM

UNIT

B12.10 Relocation of services by Contractor

Supply, lay bed, backfill & test following reticulation

- a) uPVC Class 9 110mm m
- b) uPVC Class 9 75mm m
- c) HDPE Class 10 50mm m
- d) HDPE Class 10 32mm m

ITEM

UNIT

B 12.11 Percentage for charges and profit on the provisional sums contractor's cost and profit

Percentage for charges and profit on the provisional sums Percentage (%)

ITEM

UNIT

B12.12 Training for Targeted Labour

- a) Training allowance for formal trainingPrime Cost Sum
- b) Extra-over for administration of payment of training Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under all the provisional sums sub-items, which shall include full compensation for the handling costs of the contractor, and the profit."

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLOGATIONS

B1302 GENERAL REQUIREMENTS

a) Camps, constructional plant and testing facilities

“The contractor shall, at each area where work is being undertaken, provide on the daily basis at least one portable chemical latrine unit use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor’s time- related obligations.”

B1303 PAYMENT

ITEM

UNIT

B13.01 The contractor’s general obligations

(As specified)

“The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT.

Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item.”

ITEM

UNIT

B13.01 The contractor’s general obligations

Health and Safety obligations

Month

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER’S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

a) General

“The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two-meter-high security fence. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer’s establishment may be incorporated within the contractor’s establishment provided that preceding requirements are met to the satisfaction of the engineer.

b) Offices

“(xviii) The engineer’s site supervisory staff shall use cellular telephone for site communication purposes.

Provision is made in the bill of quantities for separate payment of operating costs of such cellular phones.

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2301 SCOPE

“The position and length of the following types of concrete kerbs and channels are indicated on the standard drawings.

Type B : Precast concrete kerbing, semi-mountable (SABS 927-1969)

Type C : In situ concrete kerbing at intersections

Edge beam : In situ concrete kerbing at farm access and bus stops

B2304 CONSTRUCTION

(a) Slip form kerbing

“Slip-form kerbing shall under no circumstance be allowed.”

(e) Cast in situ kerbs and channels

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

(i) Construction sequence

Replace paragraphs (i), (ii) and (iii) with the following:

“In all cases where kerbing and/or channel in adjoin the bituminous surface of the road, the kerbing and/or channeling may only be constructed after the bituminous surface has been completed.

Before commencing with the kerbing and/or channeling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation

the concrete shall then be cast against the cut surface without formwork. All material outside damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete split onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

(K) Formwork and finish

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”

SECTION 3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

“For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material.”

(b) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph “if necessary, roadbed 150mm in depth of compaction” and replace as follows:

“Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layersworks, shall be bladed to controlled level in order to achieve the required the level and necessary depth of compaction.”

B3307 FILLS

(c) Constructing a pioneer layer

“For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in subclause 3304(b) of the standard specifications.”

(d) Benching

“Benching of and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching required for widening of the existing road formation. Benching required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is requirement that benching shall always be started at the bottom of the existing progressing to the top of the formation. The dimensions and details of benching are shown on the drawing.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3202 MATERIALS

(a) General

“Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings.”

B3405 CONSTRUCTION TOLERANCES

(F) Surface regularity

“Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on side of the joint of the layer covering at least a 30m length into the newly constructed section.”

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

“Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications.”

SECTION 3500: STABILISATION

B3503 CHEMICAL STABILISATION

1. Preparing the layer

Breaking- down and removal of oversize material and addition of make to required thickness shall be completed before stabilizing agent shall be added.”

(h) Curing the stabilized work

“it is the intention of this contract that curing of chemically stabilized layers shall be undertaken in accordance to protection method (ii) as specified. Any other method of curing shall only be allowed in special; circumstances as decided upon by the engineer, but no additional payment whatsoever over that allowed for in item 35.05 will be made.”

(i) Construction limitations

I table 3503/1, replace “8 hours” with “6 hours.”

B3506 TOLERANCES

2. Uniformity of mix (chemical stabilisation)

“All pavement layers, especially layers which are to be chemically stabilized, shall , apart from the application of other mixing equipment, include at least two motor grader blade mixing operations to the full depth of the layer.

The in-place mixing of chemical stabilizing agents with agents with gravel materials shall be executed in such a manner that the coefficient of variation in the uniformity of the mix shall not exceed 30% when the stabilized layer is subjected to the chemical titration test, TMH1 method A15d. For plant-mixed stabilized materials the coefficient of variation shall not exceed 20%.

The coefficient of variation, C_v , is calculated by the formula:

$C_v = \frac{S_n}{X_n} \times 100$ where.

S_n = standard deviation of n determinations of stabilizing agent content

X_n = mean percentage of n determinations of agent content with n = 4 minimum.”

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

“The preparation of chemically stabilized material for the determination of the modified AASHTO density of the material shall be executed in accordance with TMH1 test method A 16 T and compaction thereof in accordance with TMH1 test method A7.”

SECTION 5700: ROAD MARKINGS

B5702 MATERIALS

(a) Paint

(ii) Retro-reflective road marking paint

“When measured in accordance with SABS Method 1261-1998 within a period of two weeks after application, the coefficient of retro-reflected luminance, R_L , shall be at least 150 mcd/m².lx for white markings and 100 mcd/m².lx for yellow markings.

Retro-reflective road-marking paint shall be used to paint road markings during the contract period and to re-paint all road markings at the end of the maintenance period.”

“(v) Other road marking materials

The contractor may use other road markings materials which would ensure more durable markings and which would meet the specified performance criteria.

Such materials shall comply with a standard set by a recognized national standard institution. Information on such materials and the standards to which they comply shall be submitted to the engineer for approval prior to the materials being used.

B5705 SURFACE PREPARATION

“The onus is on the contractor to ensure that the surfaces on which the road markings are to be applied are sufficiently clean, dry and non-flaky to ensure that the quality of the road markings will not be adversely affected. The contractor is also responsible for protecting road studs from being painted over.”

B5707 APPLYING THE PAINT

“The contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5901 SCOPE

In the first line of the second paragraph, insert the following after 'this section'

“...distinguishes between new construction and renewal construction. When construction is new, as in the case of new alignments for example, then this section ”

B5902 FINISHING THE ROAD AND ROAD RESERVE

Retain the existing paragraphs as sub-clause:

“(a) New construction”

Replace the sixth paragraph with:

“All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

Add the following:

“(b) Renewal construction

After completing construction work within the site, the Contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, topsoiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the Contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The Contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS

B42502 MATERIALS

(a) Bedding sand

Bedding sand for concrete block paving shall not contain any deleterious impurities.

Bedding sand shall comply with the following grading requirements:

Sieve size (mm)	% passing through
9,52	100
4,75	95 – 100
2,36	80 – 100
1,18	50 – 85
0,600	25 – 60
0,300	10 – 30
0,150	5 – 15
0,075	0 – 10

Bedding sand shall not contain any clay or slit material.

(b) Jointing sand

100% of the sand used to fill the joints between the concrete blocks shall pass through a 1,18 mm sieve and between 10% and 15% of it shall pass through a 0,075 mm sieve.

(c) Concrete paving blocks

Concrete paving blocks shall comply with the requirements of SABS 1058. The block shall be of the class, type and thickness specified in the project specifications, on the drawings, or in the schedule of

quantities. The surface texture and colour of all blocks shall be uniform. The blocks shall comply with the Portland Cement Institute's abrasion test.

(d) Concrete

Concrete in situ concrete edge beams or intermediate beams shall be constructed in accordance with the provisions of section 6200, 6300 and 6400. Prefabricated kerbing and channelling shall comply with the requirements of section 2300.

(e) Herbicide and ant poison

The herbicide and ant poison shall be environmentally friendly and shall be subject to the engineer's approval.

01 CONSTRUCTION

(a) Underlying pavement layers

The underlying pavement layers shall be constructed and prepared in accordance with the requirements for the relevant pavement layers in series 3000 of the standard specifications, the project specifications and the drawings. Where specified or required by the engineer the prepared surface shall be treated with approved herbicide and ant poison before the layer of sand for bedding is placed.

(b) Bedding sand

A layer of bedding sand shall be placed on top of the prepared surface of the underlying pavement layer. It shall be accurately levelled to an uncompacted thickness of 25 mm (± 5 mm) or as specified so that the concrete paving blocks will have the correct level after compaction. The bedding sand shall be placed immediately before the concrete paving blocks are laid and shall not be compared before the blocks have been laid.

(c) Concrete paving blocks

The blocks shall be laid in the pattern shown on the drawings or as directed by the engineer. Unbroken blocks shall be laid first and the filler pieces afterwards. Filler pieces shall be neatly sawn or hewn to fit exactly into the space to be filled. Any space, of which the size is less than 25% of the size of an unbroken block, shall be filled with 35 MPa concrete. The size of the joints between blocks shall be between 2 mm and 4 mm, and the top faces the blocks shall be flushed.

After the paving blocks have been laid, the pavement shall be compacted by two passes of a suitable vibrating-plate compactor operating at a frequency of 65 Hz to 100 Hz and low amplitude. Its plate surface shall be 0,2 m² to 0,4 m² and it shall develop a centrifugal force of 7 kN to 16 kN.

After compaction of the pavement as described above, jointing sand shall be spread and brushed into the joints until the joints have been properly filled. Any surplus sand shall then be broomed off the pavement shall then be subjected to two further passes by the plate vibrator.

(d) Edge beams and intermediate beams

Cast in situ or prefabricated concrete edge beams or intermediate beams shall be constructed on the underlying pavement layer in accordance with the details shown on the drawings. No paving blocks shall be laid before the edge and intermediate beams have developed sufficient strength to withstand the construction forces.

(e) Construction tolerances

The completed concrete block paving shall comply with the following construction tolerances:

(i)	Line of pattern	
	Maximum deviation from any 3 m straight line	10 mm
	Maximum deviation from any 20 m straight line	20 mm
(ii)	Vertical deviation from a 3 m straight edge	
	At the edge beams	+ 3 mm
	Elsewhere	± 10 mm
(iii)	Maximum difference in the surface levels of Adjacent unit	5 mm

02 MEASUREMENT AND PAYMENT

Item	Unit
01 Concrete block paving	
(class, type and thickness indicated)	square
metre (m ²)	

The unit of measurement shall be the square metre of completed concrete block paving. The quantity shall be calculated from the dimensions shown on the drawings or authorized by the engineer.

The tendered rate shall include full compensation for furnishing all materials, constructing the sand bedding, laying and compacting the concrete pavement blocks, filling the joints with jointing sand, and for all other work necessary to complete the concrete block paving as specified.

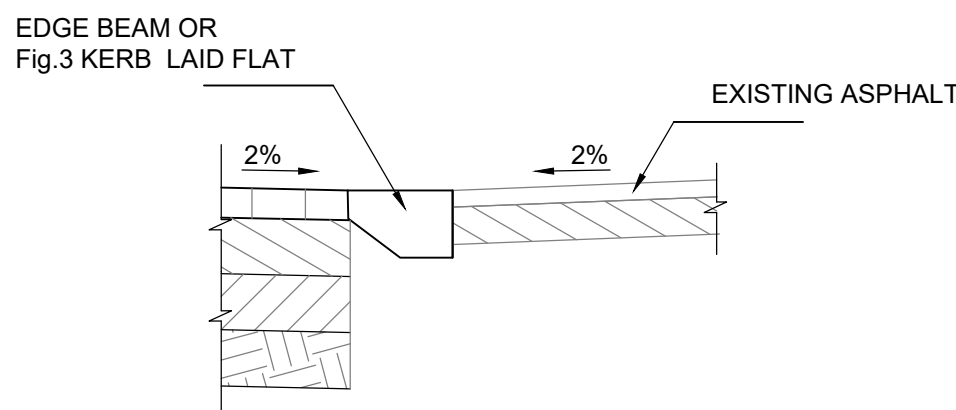
Item	Unit
02 Cast in situ concrete edge and intermediate beams.....	cubic metre (m ³)

The unit of measurement shall be the cubic metre of concrete in edge and intermediate beams. The quantity shall be calculated from the dimensions shown on the drawings or authorized by the engineer.

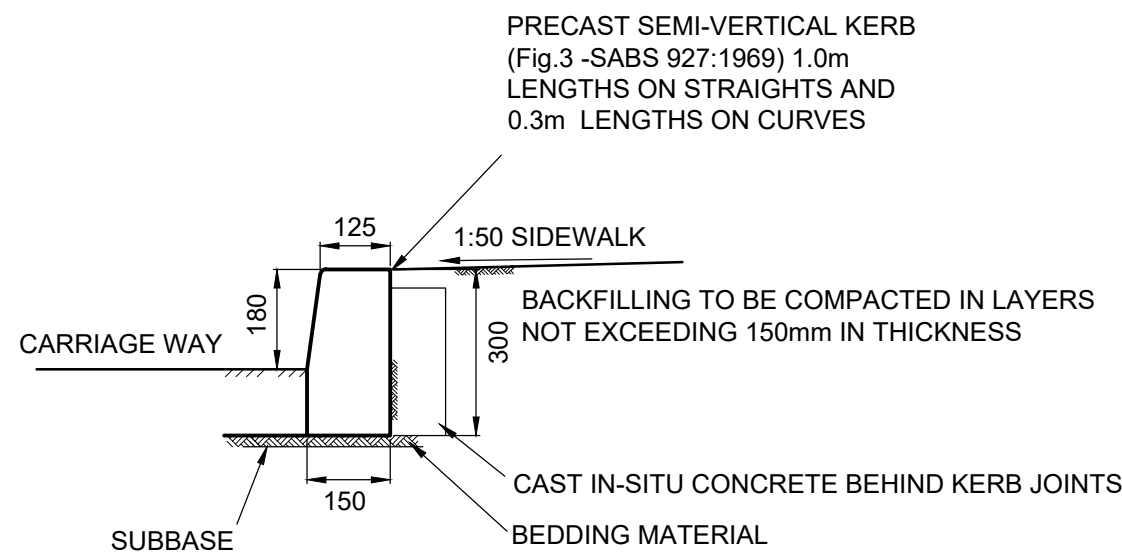
The tendered rate shall include full compensation for furnishing all materials, and constructing the edge and intermediate beams complete as specified, including all excavation and backfilling in all classes of material.

Item	Unit
03 Provision of approved herbicide and ant poison:	
(a) Provision of materials	prime cost sum
(b) Contractor's charges and profit added to the prime cost sum	per cent (%)

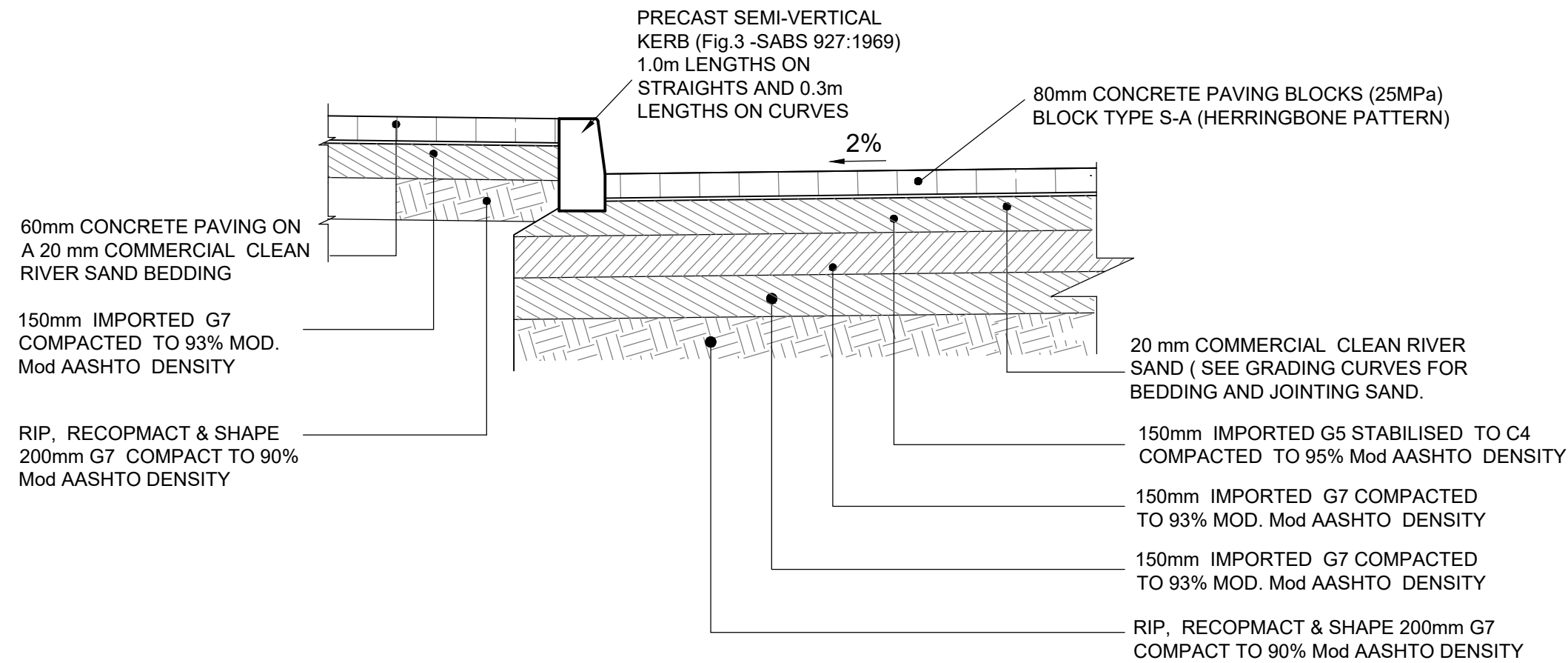
Payment under the prime cost sum for providing ant poison and herbicide and the contractor's costs and profit in this respect shall be made in accordance with the provisions of the general conditions of contract, but, in addition, the contractor's tendered rate for costs and profit shall include all compensation for applying the chemicals as specified.



EDGE BEAM DETAIL
SCALE 1:20



BARRIER KERB
(FIG. 3 - SABS 927:1969)
SCALE 1:20



TYPICAL ROADS & PARKING SECTION
SCALE 1:20

ROADWORKS NOTES AND SPECIFICATIONS

1. ROAD ALIGNMENT AND LEVELS ARE POSITIONED ACCORDING TO AVAILABLE SURVEY DATA AND SITE PLAN AND MAY REQUIRE ADJUSTMENT AS INSTRUCTED BY THE ENGINEER TO SUIT THE CONDITIONS ON SITE.
2. THE CONTRACTOR IS TO CONFIRM ALL SETTING OUT COORDINATES AND DATUM PRIOR TO CONSTRUCTION COMMENCING.
3. ROAD MATERIAL INDICATORS/ CBR's FOR ALL IMPORTED MATERIALS TO BE PROVIDED PRIOR TO WORKS COMMENCING.
4. TOPSOIL TO BE REMOVED TO AN AVERAGE DEPTH OF 150mm OVER THE WIDTH OF ROADS TO BE BOXED OUT AND HAULED AWAY FROM SITE TO SPOIL.
5. IN-SITU MATERIAL TO BE CUT TO STOCKPILE ON SITE WITH BOXING OUT TAKING PLACE TO DESIGN LEVELS OF THE UNDERSIDE OF SELECTED SUBGRADE.
6. ROAD BED (MIN G10 MATERIAL) TO BE SCARIFIED AND RECOMPACTED AT OPTIMUM MOISTURE CONTENT TO 88-90% Mod AASHTO.
7. SELECTED SUBGRADE LAYER TO BE RETURNED FROM STOCKPILE AND COMPACTED TO 95% Mod AASHTO AT OPTIMUM MOISTURE CONTENT TO BE OF MINIMUM G5 MATERIAL, ELSE IMPORT FROM APPROVED BORROW PITS OR COMMERCIAL SOURCES.
8. SUBBASE LAYER TO BE MINIMUM G5 MATERIAL STABILISED WITH ORDINARY PORTLAND CEMENT CEM-II-32.5N TO C4 MATERIAL AND COMPACTED TO 95% Mod AASHTO.
9. PRIOR TO STABILISATION OF SUBBASE LAYER, THE CONTRACTOR MUST SUBMIT PROPOSED STABILISATION DESIGN FOR APPROVAL.
10. KERBING ELEMENTS TO BE PRECAST TYPE FIG 7, FIG 8c AND FIG 12 AS INDICATED ON DRAWINGS, MANUFACTURED TO SANS 927-2005 AND INSTALLED AS PER SABS1200 PART MK.
11. SURFACING ON ROADS AND PARKING AREAS TO BE 60mm THICK 25MPa GREY PRECAST CONCRETE INTERLOCKING BLOCKS TYPE S-A PAVING OF 220 X 97mm BLOCKS IN ACCORDANCE WITH SABS 1058 AND LAID TO FALLS IN HERRING-BONE PATTERN ON SAND BEDDING AND AT 45° TO THE KERBING.
12. JOINTS BETWEEN PAVING BLOCKS TO BE FILLED IN WITH FINE GRADED SAND CEMENT MIX AND VIBRATED.

LEGEND

PROPOSED PARKING

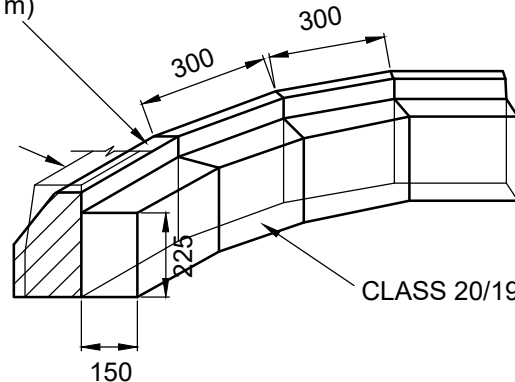


EXISTING ASPHALT ROAD



10mm JOINT FILLED WITH 1:3 CEMENT:SAND MORTAR AND POINTED WITH A POINTING TROWEL. (10mm OPEN JOINT EVERY 2.1m)

PRECAST SEMI-VERTICAL OR BARRIER KERBS



CLASS 20/19 CONCRETE

SEMI-VERTICAL / BARRIER KERBS ON CURVED SECTIONS

SCALE 1:20

GENERAL NOTES:

NOTES

1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT DRAWINGS AND CONTRACT SPECIFICATIONS. ANY DISCREPANCIES TO BE BROUGHT TO ENGINEER'S ATTENTION PRIOR TO IMPLEMENTATION OF ANY WORK.
2. CONTRACTOR TO KEEP A FULL SET OF DRAWINGS ON SITE.
3. CONTRACTOR IS RESPONSIBLE FOR CORRECT SETTING OUT OF BUILDINGS ON SITE WITH PARTICULAR INTEREST TO BOUNDARIES AND BUILDING LINES.
4. CONTRACTOR TO VERIFY ALL LEVELS AND DIMENSIONS ON SITE.
5. SCALING OF DRAWINGS IS NOT PERMITTED, FIGURED DIMENSIONS ONLY TO BE USED.
6. LARGE SCALE DETAILS TO BE USED WHERE AVAILABLE.
7. CONTRACTOR TO IDENTIFY AND EXPOSE ALL UNDER GROUND SERVICES ON SITE WHERE RELEVANT.
8. CONSTRUCTION IS TO BE IN ACCORDANCE WITH ALL RELEVANT DRAWINGS, CONTRACT SPECIFICATIONS OR SABS 1200.
9. SHOULD THE ENGINEER BE REQUIRED ON SITE, 48 HOURS NOTICE IS REQUESTED.

REV No DATE DESCRIPTION: REVISIONS

SIZE ON ORIGINAL DRAWING 100 mm

CLIENT



SERVICE

EARTHWORKS

CONTRACT BUILDING OCCUPANCY CLASSIFICATION PROJECT STAGE 4

DISCIPLINE

CIVIL

WORK DESCRIPTION - SUB - DIVISION

WORKING DRAWING

DRAWING DESCRIPTION

PARKING LAYOUT AND DETAILS

FILE No. DESIGN S CHIONERWA SCALE INDICATED ITEM No. S CHIONERWA DRAWN MUNHAMU CHOGAH CHECKED

SCALE RESPONSIBLE PROFESSIONAL SIGNATURE PR NUMBER NAME & SURNAME JOSEPH SURE

DRAWING CO-ORDINATED JOSEPH SURE

PROFESSIONAL CONSULTANT FIRM:

MASHAGAH PROJECT MANAGERS

APPOINTED CONTRACTOR:

CAD SYSTEM: AUTOCAD CIVIL 3D SHEET SIZE: A1 DRAWING NUMBER: C100-01-C-100 REV: 0

FUNCTIONALITY ASSESMENT TABLE: *

(Failure to submit documents as required under Functionality Table will result in the bidder scoring zero points. Documents required under Functionality are mandatory in order to score points).

Description of Evaluation and Evidence Required	Weights	Total Weight	Points
Experience of permanent key site personnel (person in charge of site upon handover & decision making) Provide detailed CV indicating experience in: - Civil Works Construction - AND compulsory full delegation of authority letter attached, (if not the owner of the company) - Note: Should Key site personnel be replaced the second candidate to have the same or exceed the qualification/ experience.	No of Years	Name Surname	
			CIVIL WORKS CONSTRUCTION
			DOA attached
<i>Appropriate & recently certified Qualifications of permanent key site personnel in Civil Works Construction. (stamp not older than 2 months)</i> - National Diploma /Degree or Higher - Certification of construction management or Higher from SACPCMP or Any Recognized Institution NB: CV and qualification provided must be for the same person to score points.	5/10 10/10	Maximum score 10	Scored points
COMPANY EXPERIENCE in CIVIL CONSTRUCTION development (CE) Number of years of company providing construction in civil works. Provide company profile indicating number of years and names of clients serviced in line with completion certificate submitted below, company cannot score points on number of years if failed to submit supporting completion certificate requested below. 3 to 5 years 6 to 8 years 9 years and above	3/10 6/10 10/10	10	
Number of CIVIL CONSTRUCTION projects completed. Provide Signed completion certificates as related to civil developments with contactable references. 4 to 7 Final Completion certificates 8 to 10 Final Completion certificates 11 and above final completion certificates	10/30 20/ 30 30/ 30	Maximum score 30	Scored points

<i>NB: The final completion certificates provided would be verified with clients who issued the completion certificates.</i>			
Submit a detailed work programme for project specific scope of work. -No programme or poorly detailed programme. • Not related to project scope/ No specific scope of project captured • Incorrect project activities sequencing • No project duration recognized/adhered to. -Detailed programme. (Sequence follows in logical order. Works that run parallel are indicated. All main items listed in the BOQ are included). • Specific project scope captured. • Good project activities sequencing from the BOQ. • Parallel tasks identification (if any) • Project duration recognized/adhered to. -Detailed programme with critical path- (is indicated and is within the timeframe allowed) • Specific project scope captured. • Good project activities sequencing from the BOQ. • Parallel tasks identification (if any) • Project duration recognized/adhered to. • Established lead and lag items. • Identification and show of correct critical path. • Project duration recognized/adhered to.	0/10 7/10 10/10	Maximum score 10	Scored points
Locality of Bidder - supported by rates and taxes on company name or owner not older than 90 days from submission date. Within Gauteng but outside COJ Within the City of Johannesburg municipality	5/10 10/10	Maximum score 10	Scored points
FINANCIAL LIQUIDITY (INCLUDE 3 YEARS FINANCIAL STATEMENTS) The bidder is required to submit two (2) sets of the latest independently reviewed or audited financial statements.			

Scoring will be based on the following ratios:				0/10 5/10 10/10 0/5 2/5 5/5 0/5 2/5 5/5	20	
Score	10/10	5/10	0/10			
Liquidity ratio	Greater than a ratio of 2 times	Ratio is between 1 – 2 times	Ratio is less than 1			
Score	5/5	2/5	0/5			
Solvency ratio	Greater than a ratio of 1.5 times	Ratio is between 1 – 1.5 times	Ratio is less than 1			
Score	5/5	2/5	0/5			
Cash Ratio	Greater than a ratio of 1.5 times	Ratio is between 1 – 1.5 times	Ratio is less than 1			
CONSTRUCTION GUARANTEES						
-Valid and registered Guarantor -Guarantor issued letter for the minimum 10% construction value				Weight 10/10	Maximum score 10	Scored points
Total Points						
Bidders that score the minimum of 70 on functionality will be evaluated further						
					Total points:	

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
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					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A VALID CK DOCUMENT AND SHARE CERTIFICATE AS WELL AS RATES AND TAXES OR LEASE AGREEMENT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					

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	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

**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 **30 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 Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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
PRICE	80
SPECIFIC GOALS: 25% OR MORE WOMEN OWNED	20
Total points for Price and SPECIFIC GOALS	100

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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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)
Price	N/A	80	N/A	
25% and above women Owned	N/A	20	N/A	

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

AUTHORITY OF SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E CLOSE CORPORATION

A. Certificate for Company

I,, Chairperson of the Board of Directors of, hereby confirm that by resolution of the Board taken on20...., Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this bid and any contract resulting from it on behalf of the company.

As Witnesses:

1..... Chairperson:

2..... Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,, hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this bid and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorised signatories of all partners to the Joint Venture.

Name of Firm	Address	Authorising and Capacity	Name	Authorising Signatory
Lead Partner				

Note: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the joint venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, it to be submitted with the bid.

D. Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the Business trading as

As Witnesses:

1..... Sole owner:

2..... Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms acting in the capacity of to sign all documents in connection with this bid and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

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| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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.

- 23.4 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.
- 23.5 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.

- 23.6 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement
of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation
of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) 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.

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.

SUPPLIER CODE OF ETHICAL BUSINESS CONDUCT



JOHANNESBURG CITY PARKS AND ZOO

SUPPLIER CODE OF ETHICAL BUSINESS CONDUCT

Prepared by: Company Secretary

Date: September 2022

Approval By: Executive Committee

CONTENTS

- 1.** Introduction
- 2.** Definitions
- 3.** Protection of Health and Safety
- 4.** Environmental Leadership and Sustainability
- 5.** Business Conduct Integrity
- 6.** Human Rights
- 7.** Confidentiality
- 8.** External Communications
- 9.** Raising Concerns
- 10.** Compliance
- 11** Queries

1. Introduction

Johannesburg City Parks and Zoo (JCPZ) is committed to conducting business honestly, openly, with integrity and in pursuit of the highest ethical standards. This Supplier Code of Ethics has been developed to ensure that JCPZ's values and ethical standards are clearly articulated to all JCPZ's Suppliers and Stakeholders who shall be obligated to abide thereby.

All Suppliers of goods, Service Providers and Business Partners are required to operate in accordance and in full compliance with the applicable laws, rules and regulations of the Republic of South Africa at all times.

This Code determines the ethical values, standards, principles and guidelines which bind our suppliers in all their dealings with JCPZ.

JCPZ is committed to ensuring that all employees, including those of our suppliers are treated with the necessary respect and dignity and provided with safe working conditions. JCPZ is furthermore committed to ensuring that the procurement of all goods and provision of services are undertaken in an environmentally sensitive, sustainable and on a socially responsible basis.

JCPZ undertakes to ensure that a good working relationship is maintained with all its suppliers. To ensure this, all Suppliers are expected to comply with the following basic principles:

- a) Protection of Health and Safety
- b) Environmental Leadership and Sustainability
- c) Business Conduct Integrity
- d) Human Rights
- e) Confidentiality
- f) External Communications
- g) Raising Concerns
- h) Compliance

In the event of any non-conformity being identified, the reporting of any contraventions or illegal activity, Suppliers are directed to contact the following offices immediately:

- (a) City of Johannesburg anti-fraud hotline -0800 002 587,
- (b) the Head of Internal Audit - fmghavule@jhbcityparks.com / 011 646 200 ext 250/218,
or
- (c) the Ethics Manager – ethics@jhbcityparks.com / 011 712 6600.
- (d) Accounting Officer – 011 712 6600

2. Definitions

The following words are used in the context of the interpretations as defined below.

<u>Word</u>	<u>Definition</u>
Gift	The provision of something of value without receiving payment or any form of compensation from the recipient.
Goods	A product which is a tangible and visible item of value.
JCPZ	Johannesburg City Parks and Zoo, a municipal owned entity, non-profit organization.
Misconduct	Behaviour which is considered illegal in law, unacceptable or improper in accordance with societal mores, norms and practices.
Services	An act or completion of Tasks performed for the benefit of the procuring party.

Word	Definition
SHEQ Department	The JCPZ department responsible for Occupational Health and Safety
Supplier	A person or organization that provides something needed such as a product or service to another.
Supply Chain Management	The department within JCPZ who manage procurement on behalf of the organization.
Service Provider	An individual or entity that provides services to another.

3. Health and Safety

The safety of the public, employees, the environment, our clients and Suppliers is more than just a priority at JCPZ, it is a Core Value.

As a condition of engagement as a Supplier, JCPZ expects all Suppliers to understand the health & safety risks of their activities and apply good health & safety management systems, training and practices in all they do. Suppliers are expected to work safely and in compliance with all applicable safety, health and environmental related laws, standards, procedures, rules and with this Supplier Code, and with any additional requirements stipulated by JCPZ.

The basic safety and health expectations and requirements are set forth below. Additional requirements specific to the work undertaken by a Supplier may be specified in contractual documents.

3.1 Public Safety

A Supplier must ensure that there are no potential public safety or health hazards associated with any activity, service, product or equipment/tool supplied to or deployed in the execution of a service for or on behalf of JCPZ. Where potential hazards cannot be eliminated, they must be clearly identified and controlled in accordance with a formal risk assessment that is designed to put in place controls that meet acceptable regulatory limits and recognized industry best practices.

3.2 Worker Safety

A Supplier must provide its workforce with a clean, safe and healthy work environment in compliance with legally mandated standards for workplace health & safety where they operate, and good industry practices. The Supplier will identify, monitor and manage workforce exposure to safety hazards via risk assessments, job safety analysis and other appropriate procedures.

Hazards must be eliminated, controlled or mitigated appropriately. The supplier must provide its workforce with appropriate safety training at all times and adequate personal protective equipment ("PPE"). As critical partners in achieving our goal of zero workplace injuries, JCPZ's Suppliers are required to report all unsafe conditions, unsafe acts, near miss events and all injuries/illnesses, regardless of severity, as soon as practical. All Suppliers are empowered and expected to stop the job if they observe work being performed in an unsafe manner by either a JCPZ employee, another JCPZ Supplier, a client's personnel or third party conducting JCPZ related work.

3.3 Vehicle Safety

A Supplier must ensure that all vehicles used, and transportation activities undertaken, in the execution of JCPZ business are compliant with all applicable laws. JCPZ and its Suppliers are expected to adopt a "zero tolerance" policy with respect to the use of mobile/cellular telephones while operating a motorized vehicle.

When operating a vehicle for JCPZ business, drivers must hold a valid driver's license appropriate to the vehicle being operated, minimize all distractions while driving and obey all posted road/vehicle regulations.

3.4 Report Incidents, Injuries and Unsafe Conditions to JCPZ

A Supplier must report any Health and Safety related incidents including injuries and unsafe conditions to the JCPZ SHEQ Department – Ms TH Thopola, by e-mail at tthopola@jhbcityparks.com or telephone 076 950 5187.

3.5 Emergency Preparedness

A Supplier must have appropriate documented emergency plans and response procedures in place and functional to sufficiently respond to any cases or emergency which may arise in performing its work.

3.6 Fitness for Work

A Supplier must have a process in place for ensuring members of their workforce are safely able to perform the essential requirements of their job without any risk to self, others or the environment, and to ensure that they are not impaired by drugs, alcohol or fatigue.

3.7 Sanitation, Food and Housing

Where applicable, members of Supplier's workforce must be provided at a minimum, with ready access to clean toilet facilities, potable water, and sanitary food preparation, storage and eating facilities.

Where hostels or other housing accommodations are provided by the Supplier or a labor agent, these must be maintained to be clean and safe and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space.

4. Environmental Leadership and Sustainability

JCPZ is a key provider of environmental management services in the City of Johannesburg. The company is acutely aware of our responsibility to minimize our impact on the environment through the effective management of our business activities and project work. The environment is a key focus area within the UN Global Compact and JCPZ strives to embrace its values and promote these values within our sphere of influence. JCPZ is committed to being an environmental leader and demonstrating this through our actions, including conducting our business in full compliance with all applicable environmental laws and regulations and operating in an environmentally sensitive manner consistent with our values and Global Sustainability principles. JCPZ works with its Suppliers to assess and minimize our environmental impact with the aim of avoiding damage to the environment and pursuing the most efficient use of sustainable energy and resources. We expect all our Suppliers to use materials and processes which support sustainability of the environment throughout their supply chain.

4.1 Risk and Impact Identification and Management

Suppliers must work with JCPZ to identify and record all emissions, releases and waste occurring during the course of operations performed for or on behalf of JCPZ. Processes must be in place to identify, assess, mitigate and manage potentially significant contingent risks and impacts to human health and the environment.

4.2 Compliance with Environmental Legal Requirements

A Supplier must make themselves aware of and comply with all applicable environmental laws, regulations and standards. A Supplier will also comply with any additional environmental requirements specific to the products or services being provided to JCPZ, as called for in design and product specifications and contract documents. A Supplier must obtain, keep current, and comply with all required environmental permits and licensing requirements. A Supplier must comply with the reporting requirements of applicable permits and regulations.

4.3 Pollution Prevention and Resource Preservation

A Supplier must identify and implement opportunities to reduce or eliminate waste and pollution at its source and to continually improve resource and materials use efficiencies. A Supplier must implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle hazardous and non-hazardous waste. A Supplier must prevent unauthorized discharges and spills from entering the environment generally. Further, a Supplier must manage and responsibly control noise and air emissions from its operations that pose a hazard to the environment or health.

5. Business Conduct and Integrity

5.1 Supplier Duty

In its relationship with JCPZ, a Supplier is responsible for:

- ✓ Complying with this Supplier Code, all applicable laws and regulations, and in accordance with the highest standards of ethical business conduct; and
- ✓ Taking reasonable steps to ensure that products and services procured are (as far as practicable and sustainable) from ethical sources.

JCPZ expects Suppliers to conduct business in accordance with the highest ethical standards at all times. This Supplier Code sets forth the principles and standards of conduct for Suppliers (and their workforce) who provide goods or services to JCPZ. JCPZ may require Suppliers to demonstrate that they are in compliance with this Supplier Code and failure to comply with the expectations outlined in this Supplier Code could result, in cessation of business with JCPZ.

5.2 Bribery and Corruption

JCPZ complies with the anti-bribery and anti-corruption laws of South Africa and supports all efforts to combat bribery and corruption. We expect the same of our Suppliers.

A Supplier must not engage in any form of bribery, corruption, extortion and embezzlement and must have adequate procedures in place to prevent any such bribery or corruption in their supply chain or by others acting for them.

Bribes or other means of obtaining undue or improper advantage are not to be offered or accepted. Behaviors or actions that may negatively influence, or appear to influence, supply chain management decisions must be avoided.

5.3 Anti-Competitive Behaviours

JCPZ is committed to doing business in a fair and transparent manner. We require our Suppliers to likewise deal with JCPZ and to conduct their business generally in a way, which is legal, ethical and honest.

When preparing and submitting bids or tenders to JCPZ, Suppliers must not engage in anti-competitive behaviour, price-fixing, bid sharing or otherwise collude with others improperly.

Any Supplier who is approached about, or becomes aware of any such anti-competitive behavior activities relating to JCPZ must immediately report it to JCPZ.

5.4 JCPZ and Municipal Officials

To avoid reputational harm or the appearance of impropriety, no gift, money, loan, entertainment, service or other item of value may be promised or provided to any JCPZ or Municipal official, or the official's friends or family members, in connection with work to be provided for or by JCPZ. For purposes of this Supplier Code, Municipal official includes any officer, employee, candidate, agent, representative, official or de facto official of the City of Johannesburg, its Entities or any government-owned or affiliated company.

When Municipal officials are involved, even simple business courtesies such as meals, entertainment or travel may be illegal. In the ordinary course of business, Suppliers may interact with Municipal agencies and employees. However, interactions with Municipal agencies, officials and employees are often regulated by disclosure requirements and ethics guidelines, National Treasury regulations and laws. Before attempting to influence any JCPZ decision, or before hiring or making any payment to an individual who is a Municipal official or employee, Suppliers may confer with the JCPZ Legal Department in writing for advice.

5.5 Tax Evasion

JCPZ has a “zero tolerance” approach to engaging in, or facilitating, tax evasion. Suppliers must prohibit all forms of tax evasion or facilitation of tax evasion. A Supplier’s business should be conducted in a manner such that the opportunity for, and incidence of, tax evasion is prevented.

5.6 Legal Matters

A Supplier must inform JCPZ of any criminal investigations or charges, regulatory investigations, fines, penalties or citations, as well as any other claims or litigation against it or any of its affiliates or employees so that JCPZ can assess JCPZ’s interests and the potential impacts of such investigations, claims, charges or litigation. Suppliers must report all such legal matters to JCPZ.

5.7 Accurate Books, Records, Disclosures and Communications

Suppliers must ensure that all records, disclosures and communications to JCPZ are full, fair, accurate, timely and understandable. The true nature of any transaction must never be hidden, altered, falsified or disguised, nor any endorsements, approvals, or authorizing signatures for any payment forged.

Records or disclosures that a Supplier knows (or should reasonably know) to be false or misleading must not be submitted, entered, processed or approved and must be reported to JCPZ immediately upon discovery.

5.8 Conflicts of Interest

A conflict of interest can arise if actions are taken or if there are interests that may make it difficult for a Supplier to perform JCPZ-related work objectively and effectively.

JCPZ expects Suppliers to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the interests of JCPZ or a JCPZ client, the appearance of a conflict of interest, or that may compromise the exercise of independent judgment during the execution of work for, or on behalf of, JCPZ.

While engaged in JCPZ related work, a Supplier must not engage in any activity that creates a conflict of interest, or the appearance of a conflict of interest with JCPZ or in any way compromises the work that the Supplier is contracted to perform on behalf of JCPZ.

Any potential conflicts must be disclosed to JCPZ. The records relating to the declaration must be filed and preserved for a reasonable period of time by the Supplier.

If the Supplier is allowed to remain in a situation that could be perceived as a conflict, a confirmation in writing must be obtained.

Any questions relating to any conflicts of interest should be raised with JCPZ through the contacts provided.

5.9 Gifts and Hospitality to JCPZ Employees

It is understood that exchanging gifts and hospitality are common business practices. JCPZ is cognizant of the fact that the giving of gifts could give rise to an obligation or may create an impression of improper influence or obligation. Suppliers must therefore not provide any gift, meal or entertainment to JCPZ personnel or their family members.

Suppliers must not provide any enticement in any situation in which it might influence or appear to influence any decision in relation to the Supplier or create a sense of obligation or a perception or appearance of obligation.

Despite the above, JCPZ policies do make provision for a Supplier to provide modest gifts, meals or entertainment to JCPZ employees that do not exceed three hundred and fifty rands (R350) in any financial year / twelve (12) month period.

Any gift, meal or entertainment should comply with the following:

- ✓ It must be consistent with customary business practices and policies and should not appear extravagant or excessive or improper or frequent;
- ✓ It should not violate any law or policy;
- ✓ It can be supplier-company branded marketing or promotional items which are of minimal value; and
- ✓ It can include normal meals or refreshments in the course of a business meeting or marketing event.
- ✓ Must be disclosed by both receiving and offering parties.

6. Human Rights

JCPZ is committed to supporting international human rights, both as part of our commitment to the UN Global Compact and in accordance with the UN Guiding Principles on Business and Human Rights. JCPZ seeks to respect and uphold the fundamental human rights and freedoms of everyone who works for us or with us, and of the people and communities where we operate. We expect our Suppliers to share this commitment and to respect and uphold the human rights of all persons, especially in Supplier's workforces, its supply chain and the communities in which it operates.

Suppliers will identify and avoid as far as possible any adverse human rights impacts caused or contributed to by their operations or activities. JCPZ will cease doing business with a Supplier who engages in abusive labor practices or exploits vulnerable worker groups.

No worker should perform any work that is likely to be hazardous or that maybe harmful to their health, physical, mental, social, spiritual or moral developments without adequate mitigation measures being effected including but not limited to the Provision of Training, Personal Protective Clothing and Equipment.

In addition to treating all persons with dignity and respect, Suppliers will provide workers with safe and humane working conditions. JCPZ expects its Suppliers to have adequate procedures in place to ensure they are not directly or indirectly through their supply chain involved in any form of involuntary or forced labour.

6.1 Freedom of Association and Employment

Suppliers must not participate in the exploitation of workers and must not use forced, bonded or involuntary labor. All members of a Supplier's workforce must be free to leave the workplace and have the right to terminate their employment.

No workforce member must be required to surrender passports, official identity documents or work permits as a condition of employment (except for temporary processing or legal requirements) and the retention of such document must not be used to bind workers or restrict their rights and freedoms.

Any fees charged to the workforce must be transparent and reasonable and inappropriate or excessive fees are unacceptable. The rights of the workforce to associate freely, join or not join labor unions, seek representation and join workers' councils in accordance with local laws must be respected and upheld by a Supplier.

6.2 Child Labor

A Supplier must not employ any person under the minimum legal age for employment as prescribed by the relevant labour legislation. Legitimate workplace apprenticeship programs, which comply with all laws and regulations, are acceptable.

A Supplier must comply with all legal requirements for the work of authorized young workers, including those relating to working hours, wages and safe working conditions.

6.3 Wages, Hours and Benefits

Wage payments, working hours and benefits must comply with all applicable laws and regulations, and collective bargaining agreements. We draw your attention to the legislated minimum wage as amended from time to time. A Supplier will abide by applicable employment and residency laws, including visa and work permit requirements.

6.4 Diversity and Inclusion

Due to our principles of respect and collaboration, JCPZ is committed to diversity and to equal opportunities in the workplace. We seek to provide a work environment where all persons have the opportunity to reach their full potential and contribute to JCPZ's success. We strive to promote the equal treatment of all persons.

As part of our commitment to fair inclusion of all persons, as well as our commitment to diversity, JCPZ prohibits discrimination on the basis of race, color, age, religion, sex, gender or gender identity, sexual orientation, national origin, disability, pregnancy, political affiliation, medical condition, veteran status, ancestry, union membership or marital status or under any other category protected under the laws of South Africa.

We will not tolerate racist, sexist or other discriminatory behavior. We expect our suppliers to share and uphold these legal and moral standards and to promote such fair and equal treatment.

6.5 Harassment and Discrimination

A Supplier must not tolerate any form of harassment or discrimination. Harassment or discrimination includes without limitation, behavior, comments, jokes, slurs, email messages, pictures, photographs, or other conduct that contributes to an intimidating or offensive environment.

Prohibited behavior includes but is not limited to bullying, initiation activities, or hazing (regardless of the other person's willingness to participate). A Supplier will prohibit conduct or business entertainment that could reasonably be construed as discrimination or harassment based on race, color, age, religion, sex, gender or gender identity, sexual orientation, national origin, ethnicity, genetic information, disability, pregnancy, political affiliation, medical condition, veteran status, ancestry, union membership or marital status. These factors must not be used as grounds for discrimination in hiring and employment practices (e.g. advancement, disciplinary decisions, benefits, training or general workplace conduct).

6.6 Workplace Violence

JCPZ has a "zero tolerance" policy for workplace violence. Acts or threats of physical violence are not allowed, including but not limited to physical abuse, corporal punishment, intimidation, coercion, stalking, bullying, or similar activities.

Any worker who engages in acts or threats of violence will be removed from any work assignment with JCPZ. A workplace violence incident may result in suspension or termination of a Supplier's contract with JCPZ, and also may result in civil or criminal legal proceedings.

6.7 No Retaliation

A Supplier must ensure that their workforce is able to openly communicate and share grievances with their management, Unions or regulatory authorities regarding working conditions and management practices without fear of retaliation, intimidation or harassment.

6.8 Combatting Modern Slavery

JCPZ supports international efforts on human rights and complies with the applicable laws, and all Suppliers are expected to do the same. A Supplier must not employ or use any form of modern slavery in the Supplier's business or in its own supply chain. Under international standards, this prohibition requirement includes forced, bonded or compulsory labor and human trafficking. JCPZ is committed to taking steps to ensure that modern slavery does not occur in our business or our supply chain; and we expect our suppliers to do the same. We may request Suppliers from time to time to confirm to us the measures they are taking in their own operations to tackle the risk of Modern Slavery.

7. Confidentiality

JCPZ requires Suppliers to protect the confidential and personal data not only of JCPZ and persons who work for JCPZ, but also of our clients and persons who work for our clients.

7.1 JCPZ Confidential and Protected Information and Intellectual Property

Suppliers must maintain and protect the confidentiality, integrity and availability of information entrusted to it by JCPZ, except when disclosure is legally mandated or is authorized by JCPZ.

“Confidential and Protected Information” is JCPZ’s proprietary information or third-party information intended for use within JCPZ that, if disclosed to, or modified by, unauthorized individuals, could result in the risk of financial loss, productivity loss or damage to JCPZ’s reputation.

Confidential and Protected Information includes without limitation, client information, legal documents, contracts, proposals, information about a specific client or employee, intellectual property and trade secrets. Unauthorized disclosure of Confidential and Protected information is a violation of this Supplier Code, JCPZ contractual requirements, and, potentially, applicable law. Suppliers must report any actual or suspected data breach immediately following detection to the relevant contact person.

7.2 Data Privacy and Protection

JCPZ is committed to the protection and security of the personal data of our staff, clients and others in line with data protection laws of South Africa, including but not limited to the Protection of Personal Information Act and equivalent laws.

“Personal Data” refers to any information describing or relating to an identified or identifiable individual by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.

Suppliers who collect, record, organize, store, access, adapt, alter, retrieve, use, disclose, or otherwise process Personal Data on behalf of JCPZ are obliged to support this commitment. In particular, all Suppliers must:

- ✓ Duly observe their obligations under Data Protection Laws;
- ✓ Process, transfer, modify, disclose, amend or alter Personal Data in accordance with the written instructions of JCPZ (unless otherwise required by Law);
- ✓ Ensure that it has appropriate technical and organizational measures to prevent unauthorized processing, accidental loss, destruction, damage, alteration and/or destruction of Personal Data, and take measures necessary to uphold data protection laws, which measures may include, but not be limited to, encryption, pseudonymisation, resilience of processing systems and backing up of Personal Data;
- ✓ Not transfer any such Personal Data without the prior written consent of JCPZ.
- ✓ Comply with all specific laws related to transfers of such Personal Data - specifically, but not limited to, transfers of Personal Data to any country outside of South Africa;
- ✓ Ensure the reliability of any staff who have access to Personal Data, ensure that they are subject to appropriate confidentiality and security undertakings, and that they treat all Personal Data as confidential;
- ✓ Not permit any third party to process JCPZ Personal Data unless that party has entered into an agreement with the Supplier that incorporates these data protection obligations;
- ✓ Promptly notify JCPZ of any communications received from any person regarding the processing of Personal Data, and take reasonable steps to assist JCPZ to respond to those communications;
- ✓ Immediately notify JCPZ on becoming aware of any breach of data protection laws, and co-operate with JCPZ in the investigation and remediation of any such breach;

- ✓ Inform JCPZ if any instruction received from JCPZ might infringe applicable data protection laws;
- ✓ Permit JCPZ representatives to inspect and audit the facilities used by a Supplier to process Personal Data;
- ✓ Provide assistance to JCPZ with Personal Data protection impact assessments, as required; and
- ✓ Immediately cease processing any JCPZ Personal Data upon the termination of a Supplier's contract with JCPZ and, at JCPZ's option, either return or securely delete the Personal Data and confirm to JCPZ that this has been done.

7.3 Computer and System Security

Suppliers who have access to JCPZ's computer equipment and/or JCPZ's information systems, or are responsible for the storage, processing or transmission of JCPZ information, will ensure that the security of those systems comply with the applicable JCPZ information and cyber security policies and standards. Suppliers must immediately report the loss of any JCPZ equipment or any other equipment containing JCPZ data, as well as any suspected or actual breach of JCPZ's computer system or network security.

A Supplier must contact their JCPZ business contact person to report any JCPZ related security concerns. In addition, Suppliers must ensure the following:

- ✓ Depending on scope of engagement, a valid non-disclosure/confidentiality agreement has been signed and the receipt of which has been acknowledged by the Supplier's JCPZ business contact;
- ✓ Computer accounts, passwords and other types of authorization are assigned to individual authorized users and must not be shared with or divulged to others.
- ✓ Authorized users will be held accountable for all actions taken on their system with their user identification;
- ✓ Sexually suggestive or explicit material, gaming, file sharing or other inappropriate files or websites are not downloaded or accessed;
- ✓ Inappropriate or pirated content is not stored on JCPZ equipment and is not used (directly or indirectly) in the provision of any materials or services to JCPZ;
- ✓ Only approved, authorized and properly licensed software is used on JCPZ computer systems;
- ✓ Only JCPZ owned computers and equipment are used to connect to JCPZ networks;
- ✓ Internet access from JCPZ owned computers or devices is not used to conduct personal business, play computer games, gamble, conduct political campaigns, or for personal gain;
- ✓ Personal devices are not recharged using a JCPZ computer;
- ✓ No attempts are made to circumvent or attack security controls on a computer system or network;
- ✓ JCPZ issued equipment is protected from unauthorized access and theft at all times and all equipment must be password protected and locked when left unattended; and
- ✓ For those using mobile assets, applicable requirements from JCPZ are identified and implemented.

8. External Communications

8.1 News Media

Any media inquiries relating to JCPZ must be immediately referred to you're the JCPZ Media and Communications Office, Ms Jenny Moodley by email at jmoodley@jhbcityparks.com or telephonically at 011 712 6615 / 082 803 0748.

No Supplier shall represent itself to the media as speaking on behalf of JCPZ.

8.2 Social Media

Any Supplier to JCPZ must have processes in place to ensure that the use of social media by the Supplier, their workforce, representatives or agents does not negatively affect JCPZ's reputation. A Supplier's processes should specifically ensure against the following: Representation of any content in any social media regarding JCPZ without prior written approval by JCPZ; and Posting content about JCPZ staff or personnel, shareholders, customers, vendors, affiliates or competitors that is derogatory or in contravention of any standards in this Supplier Code.

8.3 Use of JCPZ Brand or Name

Suppliers must not use the JCPZ name or refer to JCPZ in any of its marketing or promotional materials/websites without JCPZ's prior written approval, including:

- ✓ Making unauthorized business commitments involving JCPZ;
- ✓ Using photographs, videos or audio recordings of either JCPZ or JCPZ client projects or operations without JCPZ's prior written approval; and
- ✓ Using JCPZ's logo, trademarks or proprietary graphics in any way, without JCPZ's prior written consent.

9. **Raising Concerns**

The standards of conduct described in this Supplier Code are critical to the ongoing success of JCPZ. If Suppliers encounter questionable activities, JCPZ encourages them to immediately bring them to JCPZ's attention through the relevant contact persons. This line of reporting can be used to raise or report matters specifically covered in this Supplier Code, and also to report any other concerns about questionable business conduct. Messages are handled confidentially by the designated offices, to the extent permitted by applicable laws. Further, JCPZ prohibits retaliation against anyone who, in good faith, raises concerns or is involved in an investigation and will investigate any reports of retaliation and take appropriate action.

10. **Compliance**

Suppliers are expected to take all appropriate actions to enable them to comply with the Laws of South Africa and the requirements under this Code. Suppliers must have adequate procedures in place to monitor and ensure such compliance. Suppliers are expected to take necessary corrective actions forthwith to promptly address and remedy any identified non-compliance. If a Supplier is unable or unwilling to do so, JCPZ may exercise its rights to suspend or terminate the relationship with any such Supplier.

11. **Queries**

If you have a question, concern or grievance related to work undertaken for or with JCPZ with regards to this Supplier Code or wish to report any fraud or questionable practice, please contact any one of the following:

- (a) City of Johannesburg anti-fraud hotline -0800 002 587,
- (b) the Chief Internal Auditor - fmqhavule@jhbcityparks.com / 011 646 200 ext 250/218, or
- (c) the Ethics Manager – ethics@jhbcityparks.com / 011 712 6600.