



JOHANNESBURG CITY PARKS AND ZOO

BRAAMFISCHER KATIBA ROAD PARK UPGRADE

BID No: JCPZ/CID04/2023

JOHANNESBURG CITY PARKS AND ZOO

Registration No: 2000/028782/08

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

Project Enquiries:

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JOHANNESBURG CITY PARKS AND ZOO

Registration No: 2000/028782/08

P O Box 2824
Johannesburg
2000

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

Name of Bidder _____

Price Including VAT

(VAT REGISTERED ☐ / NON-VAT VENDOR ☐

(Price In-words) _____

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

Contract Period: 1 Month

CIDB Grading: 2SH or Higher

Compulsory Briefing session: Venue: Stand 2315, Swati Road and Clog

Date: Wednesday, 04 October 2023 Time: 10:00am-11:00am

The closing date and time for receipt of tenders is Friday, 13 October 2023 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:

11-10-2023 (08:00 – 16:00pm)

12-10-2023 (08:00 – 16:00pm)

13-10-2023 (08:00 – 12:00pm before the closing time)

QUALIFICATION CRITERIA FOR FURTHER EVALUATION

- Provide Proof of registration with CSD (Central Supplier Database) at National Treasury compliant with all regulatory requirements **CSD No:** _____
- SARS Tax PIN Number: _____
- CIDB CRS Number: _____
- Provide valid Companies' proof of address and/ or Director's proof of residence (Only latest municipal statement not older than three (3) months (not in arrears for more than 90 days) or valid lease agreement in their area of jurisdiction;
- Provide Valid COIDA Certificate (Class V – Construction) from Department of Labour (Letter of good standing);
- Provide Valid Certificate or Proof of Membership with a regulatory body only where applicable;
- Provide a valid Joint Venture (JV) agreement signed by all parties with all individual parties mandatory documents submitted; if applicable
- Completion of the entire tender document as issued or downloaded is compulsory.

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

Johannesburg City Parks and Zoo

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



JOHANNESBURG CITY PARKS AND ZOO

Johannesburg City Parks and Zoo, the greening, conservation and cemetery management agency for the City of Johannesburg Municipality, invites **CIDB Grade 2SH or Higher** only contractors from suitably registered companies in the construction and landscaping field for Braamfischer Katiba Road Park Upgrade over a period of 1 month. 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

Stage 2: Functionality

Stage 3: Price

80

Specific goals (25% or more Women owned companies)

20

The lowest, or any tender will not necessarily be accepted and Johannesburg City Parks and Zoo reserves the right to accept any tender either in whole or in part. 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.

A compulsory clarification meeting with representatives of the Employer will take place at: **Stand 2315, Swatl Road and Clog on 04 October 2023 @ 10:00am-11:00am**

The closing date and time for receipt of bids is Friday, 13 October 2023 at 12:00pm. Telegraphic, telephonic, telex, facsimile and late bids will not be accepted.

Fraud hotline number: 0800 002 587

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

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 2SH 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 2SH 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 2SH 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 13 October 2023 Location: Johannesburg City Parks and Zoo Head Office, Ground Floor
F.3.11.2	The procedure for the evaluation of responsive tenders is Method 4
F.3.13	the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document; the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
F.3.13	g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	JCPZ Risk Tolerance: A risk analysis shall be undertaken on the bidder with the highest number of PPPFA points. JCPZ considers the risk exposure levels to be considerable on bidders that have been awarded in excess of two contracts each exceeding the amount of R1 500 000.00 and or have been awarded a contract in excess of R15 000 000.00 from JCPZ in the current financial year. JCPZ reserves the right to award a contract to a bidder who has exceeded the above mentioned threshold.

Johannesburg City Parks and Zoo

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes:

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

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.		
2.	TAX COMPLIANCE REQUIREMENTS		
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .		
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.		
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES	☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.			

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

.....

.....

.....

FUNCTIONALITY ASSESMENT TABLE: *

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

Description of Evaluation and Evidence Required	Weights	Total Weight		Points
Experience and Qualifications of key person (Provide detailed CV of Key Site Person and CERTIFIED copies of qualifications in Landscaping Construction Works. *Key Site Person (CV and qualifications of Key Site Person to be attached) <i>*Key Site Person refers to person in charge of site upon Handover</i>	Title	Name		No of Years
Appropriate Qualifications of key site person in Landscaping Construction Works. Matric/NQF level 4 National Diploma/Degree or Higher Qualification (Certified stamp date not more than three months from submission of this tender closing date)	5/15 15/15	Scored	Maximum score 15	Scored points
Number of Years in landscaping construction works of key site person (Provide detailed CV of key site person corresponding with qualifications provided above) 1 to 4 years in <i>Landscaping Construction Works</i> 5 to 8 years in <i>Landscaping Construction Works</i> 9 years and above in <i>Landscaping Construction Works</i> NB: CV and qualification provided must be for the same person in order to score points	05/15 10/15 15/15	Scored	Maximum score 15	Scored points
Company Experience				
Provide signed <u>ONLY final completion certificates</u> from your clients where you were providing LANDSCAPING construction works. 1 to 4 final completion certificates 5 to 8 final completion certificates 9 and above final completion certificates	10/30 20/30 30/30	Scored	Maximum score 30	Scored points

Company bank rating letters, Bank rating letters for company issued by banking institutions. Rating C (code) Rating B (code) Rating A (code)	5/10		10	
	7/10			
	10/10			
Location of Bidder, Supported by rates and taxes or lease agreement on company name or owner not older than 90 days from submission date Johannesburg City Any Other City/Town	20/20		20	
	5/20			
Plant and equipment relevant to the project Provide a list of all assets (Asset Register) relevant to this project (Including leased or/and hired equipment) and supporting documents e.g. registration certificates, lease or hire agreement etc. TLB's/Vehicles/Graders/Tipper trucks/tools	10/10		10	
Total Points				
Bidders that score the minimum of 70 out of 100 on functionality will be evaluated further				
Total points:				

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:

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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

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

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

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

Johannesburg City Parks and Zoo

C1.2 Contract Data

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

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

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

Bill of Quantities for Construction					
Item	Description	Unit	Quantity	Rate	Total
1	PRELIMINARIES AND GENERAL				
1.1	PREAMBLE				
1.1.1	The Client reserves the right to adjust the bill to meet the budgetary requirements of the project				
1.1.2	The JBCC Preliminaries May 2005 v4 edition for use with the JBCC Principal Building Agreement/ N/S Subcontract Agreement/ Minor Works Agreement March 2014 v6.1 edition is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause.				
1.1.3	Tenderers are advised to refer to the edition of the Model Preambles for trades forming part of the bills of quantities of Association of SA Quantity Surveyors when pricing this bill.				
1.1.4	These Bill of Quantities form part of the Contract Documents and are to be read in conjunction with the conditions of the contract, standard and special specifications and drawings.				
1.1.5	Whenever reference is made to "The Landscape Architect (LA)" or "The Clients Representative" in the Bills of Quantities, it shall be construed to mean "The Project Manager"				
1.1.6	A price or rate must be inserted in ink against each item in the Bills of Quantities. Failure to comply will lead to disqualification.				
1.1.7	No alterations shall be made to the Bills of Quantities and no extra items shall be inserted. The Bidder shall satisfy her/himself with the Contract Sum arrived at by pricing the quantities and items given is sufficient compensation for construction and maintaining the whole of the works in accordance with the Contract Document.				
1.1.8	For the purpose of payment by interim Certificate of 'Lump Sum' items the Project Manager may assess the portion of the work completed on the 'Lump Sum' item and allow for payment of the portion of the 'Lump Sum' he deems fair and reasonable. The total of all portions allowed shall not exceed the 'Lump Sum'. All interim payments shall be subject to the retention stipulated in the Contract Documents.				
1.1.9	During construction the unit rate established for an item in one Bill of Quantities may be used as a basis for establishing a unit rate for similar work in another Bill of Quantities which contains no such item. No additional cost will be considered for such an eventuality.				

1.1.10	The Contractor will be provided by the Employer with all the land occupied by Permanent Works. Costs for temporary access to the Works. Costs incurred will be paid under relevant items in the Bills of Quantities.				
1.1.11	It shall be the responsibility of the Contractor to arrange for the removal of, or alteration to existing services where necessitated by the Works. Cost incurred will be paid under relevant items in the Bills of Quantities.				
1.1.12	Quantities for Site Clearance, stripping and spreading shall be based on plan area cleared or stripped.				
1.1.13	The rate for excavation items shall be deemed to include inter alia for setting aside spoil for reuse in the Works or disposing to approved tips identified by the Contractor in liaison with the Local Authority, except where otherwise provided for in the Bills of Quantities.				
1.1.14	Generally, excavation items are based on volumes for structures and on linear measurements for certain pipelines. The work may be covered by one or more items. The rates shall include as appropriate for:-				
	(a) Breaking through surfaces, handling different classes of material separately: excavation beyond the net plan area of the foundations, for working space and for battering or timbering etc.				
	(b) Timbering				
	(c) Dealing with water for source whatsoever				
	(d) Backfilling as specified				
1.1.15	when the site of any particular item of the Works has been sufficiently cleared of trees, undergrowth etc. and before any excavation or filling has been carried out, the Contractor shall carry out a survey under the supervision of the Project Managers Representative to take, record and agree upon an adequate number of original ground levels. The data so obtained shall be used as a basis for the computation of excavation and filling. If for whatever reason the Contractor commences excavation without taking levels, the Project Managers decision on the original ground levels to be used for compilation will be final.				
1.1.16	The volume of fill will be measured net to the finished levels as shown on the drawings or as amended by the Project Manager.				
1.1.17	The rates shall include for making and testing concrete cubes and forwarding the results to the Project Manager. Testing to be carried out by a Test Laboratory approved by the Project Manager.				
1.1.18	The rates for the precast concrete paving shall include for all cutting, bedding, jointing and laying to falls.				
1.1.19	The rate for precast concrete edging and kerbs shall include for formwork, concrete bed and backing, all cutting, jointing and laying.				

1.1.20	All formwork must be cleaned and oiled prior to use. All exposed concrete edges shall have 20mm chamfer unless otherwise directed. The formwork rates shall also be inclusive of all necessary box outs and cuts for individual holes up to 1 Square metre. The rates for forming quantities will be made for opening more than 1 Square metre in area.				
1.1.21	Formwork for upper surface inclined at 30 degrees or less to the horizontal is not measured and the cost of any such formwork used will be deemed to be included in the relevant concrete item rate.				
1.1.22	Wrought formwork where specified will be measured to 150mm below ground levels.				
1.1.23	Items required for structural joints and construction joints shown on the drawings shall be paid for as the rates in the Bills of Quantities; the rate for providing and fixing water bar is deemed to be inclusive of all joints, overlaps, junctions, welding, etc, formwork not shown on the drawings shall be deemed to be included in the unit rates for concrete work.				
1.1.24	All rates and sums in the Bill of Quantities shall be in South African Rand				
1.1.25	All pipe diameters indicated in the Bills of Quantities and on drawings are nominal. Fittings dimensions to suit size/ type of pipes supplied by the bidder and Bidders rates are deemed to allow for this. No additional cost adjustment will be allowed.				
1.1.26	All quantities are measured in Metric Units.				
1.1.27	The rate for metalwork shall include for bolts, nuts, washers and nag-bolts, fixing as specified or in accordance with the manufacturers instructions and rectifying as specified any parts of the painted, coated or galvanized surface that may be damaged either before or after erection.				
1.1.28	DEFINITIONS OF TERMS IN THE BILL OF QUANTITIES				
1.1.28.1	Provide' - shall mean all costs to cover purchase of materials in good condition, services for translocation with the supplier, supervision, transport to site of works all charges for rental, consumptions, overheads and profits throughout the Contract. It shall also include for all maintenance, insurance and handling and storage whenever applicable.				
1.1.28.2	Excavate' - shall mean handling of any material from its incumbent position intended for specified work shown in the drawings or directed by the Project Manager and backfilling and compacting part of the material after laying of pipes or erection of structures, and cart away remaining to tips to be provided by the Contractor. The cost for this work shall include all survey, supervision, labour, tools, machinery, protection of work, pumping, insurances and overheads and profits.				
1.1.28.3	Laying' - Shall cover all works necessary for placing an object or material to true line and level specified in a drawing or as directed by the Project Manager.				

1.1.28.4	Joining' - shall mean process of fixing specified material, pipes, fittings and specials together using appropriate tools, material, labour and machinery. It should cover for all work necessary to provide matching of opposite parts in size, shape and position indicated and clamps, seatings and holders to hold firmly.				
1.1.28.5	Testing' - shall mean provision of all materials, apparatus, labour. Machinery, charges for the media or chemical to be used and their transport, repair of object to be tested if required, re-testing, excavation of any part for visual inspection, erection of any type all until the object has been certified as having passed the required test satisfactorily.				
1.1.28.6	Install' - shall include for all work requirements stipulated for 'laying' and 'jointing'. It will cover all expenses for the provision of labour, materials, removal from stores, complete erection, installation, supervision, site testig and commissioning as per the Specifications.				
1.1.28.7	Explanation of abbreviations used in the Bills of Quantities are as follows:-				
1.1.28.8	L.S. - Lump Sum				
1.1.28.9	P.S. - Provisional Sum				
1.1.28.10	P. -				
1.1.28.11	E.O. - Extra Over				
1.1.28.12	Max. - Maximum				
1.1.28.13	Min. - Minimum				
1.1.28.14	Incl. - Included				
1.1.28.15	Nr. - Number				
1.1.28.16	mm. - Millimetre				
1.1.28.17	m. - Linear Metre				
1.1.28.18	m ² - Square Metre				
1.1.28.19	m ³ - Cubic Metre				
1.1.28.20	Ha. - Hectare				
1.1.28.21	kg. - Kilogram				
1.1.28.22	dia. - Diameter				
1.1.28.23	E.C. - Epoxy Coated				
1.1.28.24	UPVC - Unplasticised Polyvinyl Chloride				
1.1.28.25	HDPE. - High Density Polyethylene				
1.1.28.26	G.I. - Galvanized Iron				
1.1.28.27	G.M.S - Galvanized Mild Steel				
1.1.28.30	The units rates for the various items listed in the BOQ shall include, except insofar as it is otherwise provided under the Contract, all labour, construction equipment, materials, erection, maintenance, supervision, insurances etc. set forth or implied in the Contract. These are all deemed to include all allowances for waste or surplus of any kind, which are not subject to measurement.				

1.1.28.31	The rates to be indicated in the Bill of Quantities shall be excluding Government duties and taxes (including any input VAT paid on purchase of materials etc.) The duties and taxes elements shall be added to the Bill Totals in the Collection Sheet of each Bill. The total for each Bill exclusive and inclusive of duties and taxes will be carried to the Bill of Quantity Summary. The Total of Bill of Quantity Summary shall be carried to the Form of Bid.				
1.1.28.32	Notes: All items are to be include transport, labour and handling				
1.1.28.33	All works are to be done in accordance with SANS specifications and the Built Environment Management Plan or good practice.				
1.1.28.34	All listed items are to be supplied and installed with instruction from the Principal Agent				
1.1.28.35	Sample(s) of all custom items manufactured on site must be approved before Installation				
1.1.28.36	Program/ Penalties: A construction program is to be presented and approved by the Client prior to the commencement. Penalties will apply at a mutually agreeable rate that must be agreed on prior to construction commencing.				
1.2	PRIME COST ITEMS				
1.2.1	Attendance on nominated Sub-Contractors shall include for all or any of the following as appropriate - labour, materials and plant required for taking delivery, carting, storing, hoisting and builders work entailed in fixing, erecting and installing as specified or in accordance with the manufacturers instructions and all overheads and profits.				
1.2.2	When, in the opinion of the Project Manager, it is reasonable to expect the Contractor to price the attendance item it will be so included in the Bills of Quantities. In all other cases it will form the subject of a Provisional Sum to be expended on a Dayworks basis.				
1.2.3	Profit shall include for establishment charges, profit and any other costs not included in the attendance item.				
1.2.4	The rates for supply of any mechanical and electrical equipment shall include for the submission of factory test results.				
1.3	FIXED-CHARGE ITEMS				
1.3.1	All fixed charge items are to be priced in the summary below:				
1.3.2	Contractual Requirements i.e. supply of a copy of current applicable JBCC Principal Agreement				
1.3.3	Contract document for each project etc.				
1.3.4	Political riot and malicious damage insurance				
1.3.5	Contractors All Risk Insurance: Projects more than R10 Million				
1.3.6	Public Liability to the value of R 1000 000 per claim with minimum excess of R10 000				
1.3.7	Locate services (known and unknown) on site and survey positions and depths before commencing with construction in proximity of services				
1.3.8	Permits and wayleaves				
1.3.9	SITE ESTABLISHMENT				
1.3.10	Operate and maintain facilities on site				
	Provision of a risk Assessment Report				

1.3.11	Compliance with the Occupational Health Safety Act i.e. provision of medicals tests certificates for all site personnel, safety induction, first aid etc.					
1.3.12	Provision and Implementation of an Occupational Health and Safety Plan					
1.3.13	Provision of Personnel Protective Clothing (PPE) for all Contractor personnel, including subcontractors, suppliers and site visitors					
1.3.14	Water supplies, electric power and communications					
1.3.15	Supervision for the duration of the project					
1.3.16	Safety Officer for duration of the project					
1.3.17	Compliance with and record keeping as required by EPWP administration as per tender document					
1.3.18	Access control and safeguarding/securing the site					
1.3.19	Office and Storage sheds					
1.3.20	Ablution and latrine facilities					
1.3.21	Telephones					
1.3.22	Remove Contractors site establishment					
1.3.23	Survey Instruments					
1.3.24	Tools and equipments					
1.3.25	Protection against water					
1.3.26	Other fixed-charge obligations					
1.4	TOTAL: PRELIMINARIES AND GENERAL - FIXED COST ITEMS - FROM SUMMARY (ITEMS 2-11) - FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION	%	5%			
Item	Description	Unit	Quantity	Rate	Total	
2.	PRELIMINARIES AND GENERAL - PRIME COSTS, SERVICES, TIME RELATED AND DAYWORKS ITEMS					
2.1	PRIME COST ITEMS FOR WORK TO BE CARRIED OUT BY SPECIALIST					
2.1.1	Provisional Sum: Density tests as ordered by Landscape Architect/ Engineer	each	2			
2.2	SCHEDULED TIME-RELATED ITEMS					
2.2.1	Allow the provisional Amount for: Community Liaison Officer Salary	Month	2			
2.3	DAYWORKS					
2.3.1	Provide rates for labour required on an 'as and when required basis'. Rates are to include transport and management					
2.3.2	Labour rates will only apply for the construction utilizing material only items					
2.3.3	All prices for machinery are wet rate					
2.3.4	All dayworks executed on instruction of the Principal Agent Only					
2.4	LABOUR CHARGES					
2.4.1	Allow the provisional amount for: Unskilled/ EPWP	Month	2			
2.5	PLANT CHARGES					
2.5.1	Supply plant (equipment/ tool) fuel, operator and operate	Hour	8			Rate only

2.5.1.1	Tipper trucks Capacity 3m ³ (small)	Hour	8	Rate only
2.5.1.2	Tipper trucks Capacity 5m ³ (medium)	Hour	8	Rate only
2.5.1.3	Tipper trucks Capacity 10m ³ (large)	Hour	8	Rate only
2.5.1.4	Flatbed trucks Capacity 2 ton (small)	Hour	8	Rate only
2.5.1.5	Flatbed trucks Capacity 5 ton (medium)	Hour	8	Rate only
2.5.1.6	Flatbed trucks Capacity 10 ton (large)	Hour	8	Rate only
2.5.1.7	LDV up to 1 ton	Hour	8	Rate only
2.5.1.8	Water tankers Capacity 500 litre (small, towable)	Hour	8	Rate only
2.5.1.9	Water tankers Capacity 8 000 litre (medium)	Hour	8	Rate only
2.5.1.10	Water tankers Capacity 15 000 litre (large)	Hour	8	Rate only
2.5.1.11	Crawler excavators smaller than 93kw (small)	Hour	8	Rate only
2.5.1.12	Crawler excavators bigger than 93kw but smaller than 200kw (medium)	Hour	8	Rate only
2.5.1.13	Crawler excavators bigger than 200kw but smaller than 400kw (large)	Hour	8	Rate only
2.5.1.14	Tractor loader backhoe (TLB) - Smaller than 70kw	Hour	8	Rate only
2.5.1.15	Walk behind vibrating rollers - Model - Bomeg 60 or similar (Small)	Hour	8	Rate only
2.5.1.16	Walk behind vibrating rollers - Model - Bomeg 76 or similar (medium)	Hour	8	Rate only
2.5.1.17	Walk behind vibrating rollers - Model - Bomeg 90 or similar	Hour	8	Rate only
2.5.1.18	Vipac or similar Plate compactors	Hour	8	Rate only
2.5.1.19	Concrete mixers - volume 100 litre wet (Small, towable)	Hour	8	Rate only
2.5.1.20	Concrete mixers - volume 175 litre wet (medium)	Hour	8	Rate only
2.5.1.21	Concrete mixers - volume 250 litre wet (large)	Hour	8	Rate only
2.5.1.22	Diesel compressors including hoses and tools Capacity smaller than 200 cfm (small)	Hour	8	Rate only
2.5.1.23	Diesel compressors including hoses and tools Capacity bigger than 200 cfm smaller than 400 cfm (medium)	Hour	8	Rate only
2.5.1.24	Diesel compressors including hoses and tools Capacity bigger than 400 cfm (large)	Hour	8	Rate only
2.5.1.25	Water pump Capacity bigger than 200 but smaller than 400 litre/min (medium)	Hour	8	Rate only
2.5.1.26	Water pump Capacity bigger than 400 but smaller than 600 litre/min (medium)	Hour	8	Rate only
2.5.1.27	Water pump Capacity bigger than 600 but smaller than 1 100 litre/sec (large)	Hour	8	Rate only
2.5.1.28	Grader (Cat 140 G OR Similar)	Hour	8	Rate only
2.5.1.29	Excavator on tracks - 20 ton (1.2 m ³ bucket)	Hour	8	Rate only
2.5.1.30	Excavator on tracks - 60 ton (3.5 m ³ bucket)	Hour	8	Rate only
2.5.1.31	Front end loader	Hour	8	Rate only
2.5.1.32	5.5 KVA grinder generator	Hour	8	Rate only
2.5.1.33	15KVA Welder generator	Hour	8	Rate only
2.5.1.34	Bobcat type excavator	Hour	8	Rate only
2.5.1.35	Skid steer loader	Hour	8	Rate only
2.5.1.36	D4 Dozer	Hour	8	Rate only
2.5.1.37	Low-bed (suitable for transporting the largest piece of equipment)	Hour	8	Rate only
2.5.1.38	TLB - Wet Rate	Hour	8	Rate only
	Tag 500kg Compactor	Hour	8	Rate only

2.6 TOTAL: PRELIMINARIES AND GENERAL - PRIME COSTS, SERVICES, TIME RELATED AND DAYWORKS ITEMS CARRIED TO SUMMARY					
Item	Description	Unit	Quantity	Rate	Total
3.0	SITE CLEARING AND PREPARATION				
3.1	CONSTRUCTION NOTICE BOARD				
3.1.1	Supply and install construction notice boards to detail in the construction details	Each	1		
3.2	CLEARING OF VEGETATION				
3.2.1	Clearing of vegetation - protection of all areas not affected by the works in this contract including all trees to be retained	m ²	1295		
3.2.2	Removal of organic plant material to a suitable landfill or compost facility after verification of quantities by the Landscape Architect. Cost to include dumping cost and transport.	m ³	3,525		
3.2.3	Transport spoil material to unspecified sites and dump (provisional)	m ³ , km	10		
3.3	TOTAL FOR CLEARING AND PREPARATION				
Item	Description	Unit	Quantity	Rate	Total
4.0	EARTHWORKS AND SOIL IMPROVEMENTS				
	Refer to setting Out Plan				
4.1	SETTING OUT				
4.1.1	Setting Out of the complete Works with theodolite and all necessary surveying and equipments				Include in grading and shaping rate item 4.2 below
4.2	GRADING AND SHAPING				
4.2.1	Grade and shape the areas demarcated for new walkway paving, children play area and outdoor gym area to a depth of 250mm, allowing for stormwater run-off from paved areas and smoothing out sharp level changes.	m ²	210		
4.3	CULTIVATION				
4.3.1	Cultivation of planting areas				
4.4	COMPOST: Import and spread				
a	Supply, deliver and spread compost as specified for tree holes				
b	Sample of compost to be approved by Landscape Architect prior to delivery on site and must comply with specifications				
c	Payment after spreading				
d	0.34m ³ / tree (100 trees)		34		
4.4.1	Rate for Compost - Import and spread	m ³	34		
4.5	TOPSOIL: Import and Spread				
a	Supply, deliver and spread topsoil as specified				
b	Sample of topsoil to be approved by Landscape Architect prior to delivery on site and must comply with specifications				

c	Payment after spreading				
d	0.34m ³ / tree (100l trees)			3,4	
4.5.1	Rate for Top soil - Import and spread	m ³		3,4	
4.6	LAWN DRESSING: Import and Spread				
a	Supply, deliver and spread lawn dressing as specified				
b	Sample of lawn dressing to be approved by the Landscape Architect prior to delivery on site and must comply with specifications				
c	Payment after spreading				
d	15mm thick layer over lawn areas			19,125	
4.6.1	Rate for Lawn dressing - Imported and spread	m ³		19,125	
4.7	FERTILIZERS				
4.7.1	Superphosphate:				
a	Spread in the tree holes and over lawn areas				
b	Payment after application				
4.7.1.1	375g/tree (100l trees)	kg		7,5	
4.7.1.2	100g/m ² over lawn areas	kg		20	
4.7.2	3:1:5				
a	Spread over new lawn areas				
b	Payment after application				
4.7.3	Slow release tablets for trees				
a	Supply, deliver and apply as per supplier specifications: Slow release planting tablets				
b	Type 21mg: 2 year release				
4.7.3.1	2 tablets per tree (100 litre trees)	tablets		20	
4.8	TOTAL FOR EARTHWORKS AND SOIL IMPROVEMENT:				
Item	Description	Unit	Quantity	Rate	Total
5.0	PAVING AND CONSTRUCTION				
5.1	PAVING				
5.1.1	Walkway paving				
a	Excavate the area for walkway paving to 225mm deep	m ³	36		
b	Sub-base preparation: Ripping and re-compaction of one 150mm layer of in situ material to 90% Mod AASHTO density at optimum moisture content	m ²	24		
c	Backfill and compact ONE 150mm layer of Imported G5 (priced elsewhere) to 93% Mod AASHTO at optimum moisture content	m ³	24		
d	Paving: Supply and install (200 x 100 x 50mm) Concrete Bevel Bond Pavers Red colour, laid on 25mm compacted sand bed with fine jointing sand swept and vibrated into joints, all laid on subgrade conforming to SANS 1200 Degree Of Accuracy. Edge pavers set into 25mpa concrete footing as a header course on the outside. As shown on construction details and the setting out plan.	m ²	160		

e	Header course edge: Supply and install (220x108.5 x 50mm) clay pavers colour red. SABS classification P8, compressive strength of 30mpa, modules of rupture 7.0. Paver set into 25mpa concrete footing as a header course on the outside of the walkway paving as shown on construction details and the setting out plan.	lm	200		
5.2	CONSTRUCTION OF CHILDRENS PLAY AREAS				
5.2.1	Areas on Safety rubber				
5.2.2.1	Sub-base preparation: Ripping and re-compaction of one 150mm layer of in situ material to 90% Mod AASHTO density at optimum moisture content in childrens play area.	m³	6,75		
5.2.2.2	Backfill and compact one 150mm layer of imported GS and one second layer of varying depths between 118mm and 60mm as shown on the construction details (priced elsewhere) to 93% Mod AASHTO density at optimum moisture content.	m³	6,75		
5.2.2.3	Reinforced concrete slab: 75mm thick in situ cast 25 mpa reinforced concrete slab as per Detail P2 on compacted sub-base (priced above) beneath all play equipments , allowing for shutter work between various recess depth. Slope concrete slabs 2% in direction of natural gradient for drainage. Concrete slabs to be recessed for appropriate safety surfaces as shown on construction details.	m²	45		
5.2.2.4	Reinforcing for concrete slab: REF 395 reinforcing mesh	m²	45		
5.3	SUPPLY AND INSTALL SPECIALIST RUBBER SURFACES UNDER PLAY EQUIPMENTS				
5.3.1	25mm - 50mm thick rubber under all play equipments, allowing 50mm shock impact under the Platform and Slide Jungle gym. All installers of safety or Impact surface must provide a certificate of compliance with the SANS 51177.	m²	45		
5.5	TOTAL: PAVING AND CONSTRUCTION				
Item	Description	Unit	Quantity	Rate	Total
6.0	FURNITURE AND CHILDRENS PLAY EQUIPMENTS.				
6.1	SUPPLY AND INSTALL PRECAST CONCRETE SEATING BENCHES				
6.1.1	Supply and install smooth precast concrete seating benches (1500x450x650mm) by specialist supplier. Benches shall have extended legs with steel anchors and with back rest, installed into 25mpa concrete footings in accordance with construction details	Each	4		
6.2	SUPPLY AND INSTALL PICNIC SETS - (Repair Existing)				
6.2.1	Supply and install picnic sets made from recycled plastic (Green or Charcoal colour) by specialist supplier. Picnic sets shall have extended legs , installed into 25mpa concrete footings in accordance with specialist specifications	Each	5		
6.2	SUPPLY AND INSTALL CUSTOM CONCRETE LITTER BINS				
6.2.1	Price for above including installation	Each	3		
6.3	SUPPLY AND INSTALL CUSTOM PRECAST CONCRETE BOLLARDS				

6.3.1	Supply and install 985x205mmØ smooth, coloured concrete custom bollards to details, in 400x400mm 25mpa concrete footing. Include price for painting the bollards in bright colours. The paint colour to be approved by Joburg City Parks and Zoo.	Each	71	
6.4	SUPPLY AND INSTALL SIGNAGE			
6.4.1	Outdoor gym signage			
6.4.1.1	Supply and install custom signage for play area/ gym area in accordance with the design in the Specification Document Figure 4. The signboards shall be painted in the parks custom colours. Signage shall use digital printing onto sticker attached to 3mm mild steel sheet (0,8m x 1,225m), painted prior to delivery on site, with high wearing exterior paint. Posts to be 76mm dia with a square tubing cross on to the base installed in 25mpa concrete foundation. Art work to be provided.	Each	1	
6.5	SUPPLY AND INSTALLATION OF HEAVY DUTY CHILDRENS PLAY EQUIPMENTS			
Notes	PRE-INFORMATION (SANS 51176-1(6.2.1))			
	Prior to the acceptance of the order, the manufacturer or supplier shall provide information on the critical fall height of the impact-attenuating surface as tested in accordance with SANS 51177			
	INSTALLATION (SANS 51176-1 (6.2.1))			
	The supplier of the playground surfacing shall provide instructions on the correct installation			
	INSPECTION AND MAINTENANCE (SANS 51178-1(6.2.3))			
	Supplier of playground surfacing shall provide instructions on maintenance and inspection procedures.			
	IDENTIFICATION OF IMPACT-ATTENUATING PLAYGROUND SURFACING (SANS 51176-1(6.2.4))			
	The surfacing shall be labelled by the manufacturer or supplier, or written information shall be provided for its identification and performance			
	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS			
	The Manufacturer or the Supplier must refer to Occupational Health and Safety Document: Occupational Health and Safety Specifications: KATIBA ROAD PARK, prior to manufacturing, Supply and Installation of the Heavy Duty Childrens Play Equipments.			
6.6	HEAVY DUTY CHILDRENS PLAY EQUIPMENT			
	Play equipment must meet SANS safety standards and be supplied with an engineers certificate on completion and certificate of conformity.			
6.6.1	Supply and install "Platform and slide combo Jungle gym" painted in custom colours by specialist supplier. Play equipment must meet SANS safety standards and be supplied with an engineers certificate and certificate of conformity on completion	Each	1	

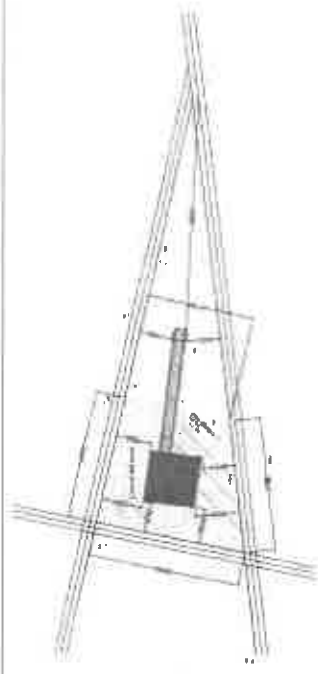
6.7	TOTAL: FURNITURE AND PLAY EQUIPMENT								
Item	Description	Unit	Quantity	Rate	Total				
7.0	PLANTING								
	Purchase all plants from a registered SANA nursery								
	All plants to be purchased from local nursery with similar climatic conditions as the site in question								
	Plants to have been hardened off for cold climatic conditions for at least one season prior to planting								
	All plants must be transported to site in trucks with closed canopies. Plants in transit may not be exposed to wind or any other harmful elements.								
	All plants are to be viewed and approved by the Landscape Architect before planting.								
	The Landscape Architect retains the right to adjust specific if the plants are not available or of poor quality.								
	The Contractor may not make any substitutions of plant species or sizes without the prior written approval of the Landscape Architect.								
	Payment after planting.								
	Supply all equipment and labour for planting of trees, shrubs and groundcovers								
	Plant 100 litre trees in 1.5m x 1.5m x 1m holes. All trees to be planted at least 2m from any service line.								
	Backfill with soil, compost and fertilizers to specification and tramp down firmly								
	Level all surplus soil								
	Provide all necessary stakes and ties as specified below and secure trees firmly, per item 6.2.2 and 6.2.3 of specifications								
	Form level bowl around trees and water well after planting								
7.1	SUPPLY AND INSTALLATION OF TREE STAKE SUPPORTS								
7.1.1	Supply and install 50mm dia tanalith treated timber tree stakes (min 3m lengths) - one per tree, incl two tree ties per tree	no	10						
7.2	Trees - Supply and plant								
7.2.1	Sersia lancea 100L	no	5						
7.2.2	Celtis africana 100L	no	5						
7.3	TOTAL: PLANTING								

Item	Description	Unit	Quantity	Rate	Total
8.0	MANUAL IRRIGATION				
8.1	To be a depth of 500mm, material Class 6 (SABA) Total Trench length	l/m	350		rate only
8.2	50mm H.D.P.E Pipe	l/m	325		rate only
8.3	Sleeve - 110mm	l/m	35		rate only
8.4	25mm Turf Valve Plastic	no	10		rate only
8.5	Water meter application for connection	no	1		rate only
8.6	Connectors, 1 horse (20m length) and 1 sprinkler	no	2		rate only
8.7	Sundries, elbows and T-joints @ 20% of Total 1	sum	1		rate only
8.8	Total for semi-automatic Turf Valve Irrigation	sum			rate only
8.9	TOTAL: IRRIGATION	1	1	Sum	R 15 000,00
Item	Description	Unit	Quantity	Rate	Total
9.0	MAINTENANCE				
	Activities to ensure establishment and care of the landscape of the entire site in accordance with the implementation specifications for successful establishment of plant material, to ensure successful operation of irrigation system and rectification of patent defects. Maintenance to include collection of litter and provision of liners for litter bins, sweeping of pathways, cultivation and weeding, mowing and edging of lawn, checking and regular application of water to ensure establishment of plants and general care for the works areas. JCPZ Parks to supply water carts to fill temporary irrigation tanks	/month	2		
	TOTAL: MAINTENANCE				

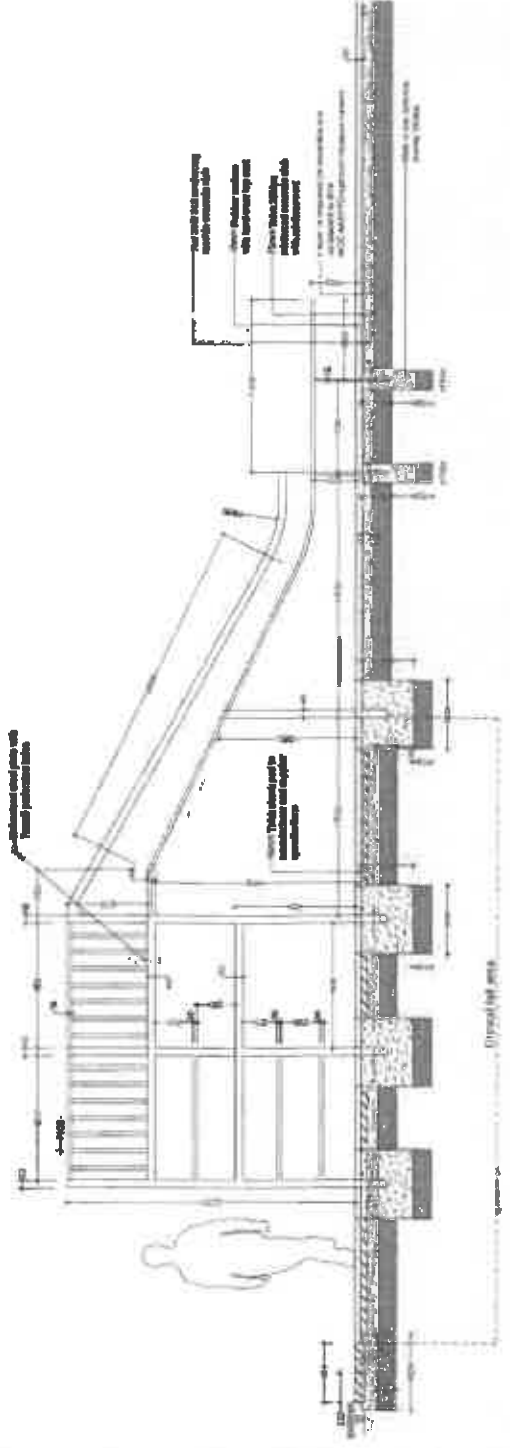
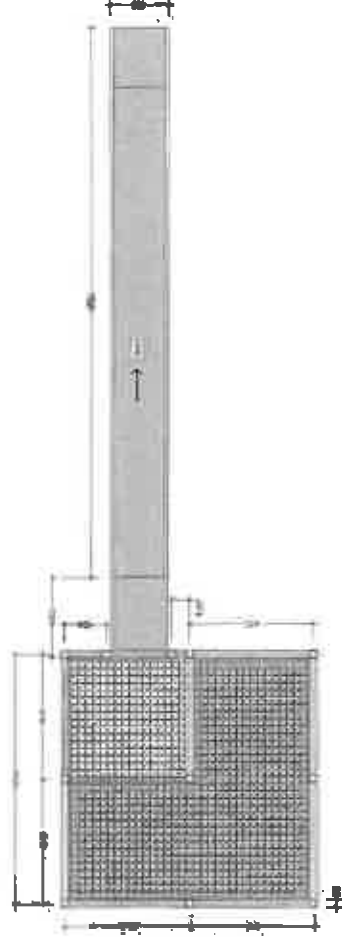
KATIBA ROAD PARK

MSAVHINI

Item	Description	Unit	Quantity	Rate	Total
	Summary				
	PRELIMINARY AND GENERAL - FIXED COST ITEMS	@	5%		
	PRELIMINARY AND GENERAL - PRIME COSTS, SERVICES, TIME RELATED AND DAYWORKS ITEMS				
	SITE CLEARING AND PREPARATION				
	EARTHWORKS AND SOIL IMPROVEMENTS				
	PAVING AND CONSTRUCTION				
	FURNITURE AND PLAY EQUIPMENT				
	PLANTING				
	IRRIGATION				
	MAINTENANCE				
	SUB-TOTAL				
	Plus Contingencies Sum	@	5%		
	SUB-TOTAL 2				
	Plus 15% VAT	@	15%		
	TOTAL FOR THIS CONTRACT				
					ind VAT



REFERENCE PLAN
SCALE 1:100



PLATFORM AND PLAY STRUCTURE DETAIL
SCALE 1:20

1. GENERAL PROJECT INFORMATION: project name, location, client, etc.
2. DESIGN REQUIREMENTS: safety, durability, aesthetics, etc.
3. MATERIALS: list of materials and their properties.
4. CONSTRUCTION: details of construction methods.
5. MAINTENANCE: details of maintenance requirements.
6. SAFETY: details of safety features and standards.
7. ENVIRONMENTAL: details of environmental impact and sustainability.
8. COST: details of cost estimates and budget.
9. SCHEDULE: details of project timeline and milestones.
10. LEGAL: details of legal requirements and permits.
11. OTHER: any other relevant information.

THIS DRAWING IS TO BE USED IN CONJUNCTION WITH
HEALTH & SAFETY PLATFORM EQUIPMENT
SPECIFICATION DOCUMENT:
SPECIFICATIONS KATIA ROAD PARK

Logo of the project owner or client.

Project Name: KATIA ROAD PARK

Location: KATIA ROAD PARK

Client: KATIA ROAD PARK

Design: KATIA ROAD PARK

Construction: KATIA ROAD PARK

Maintenance: KATIA ROAD PARK

Safety: KATIA ROAD PARK

Environmental: KATIA ROAD PARK

Cost: KATIA ROAD PARK

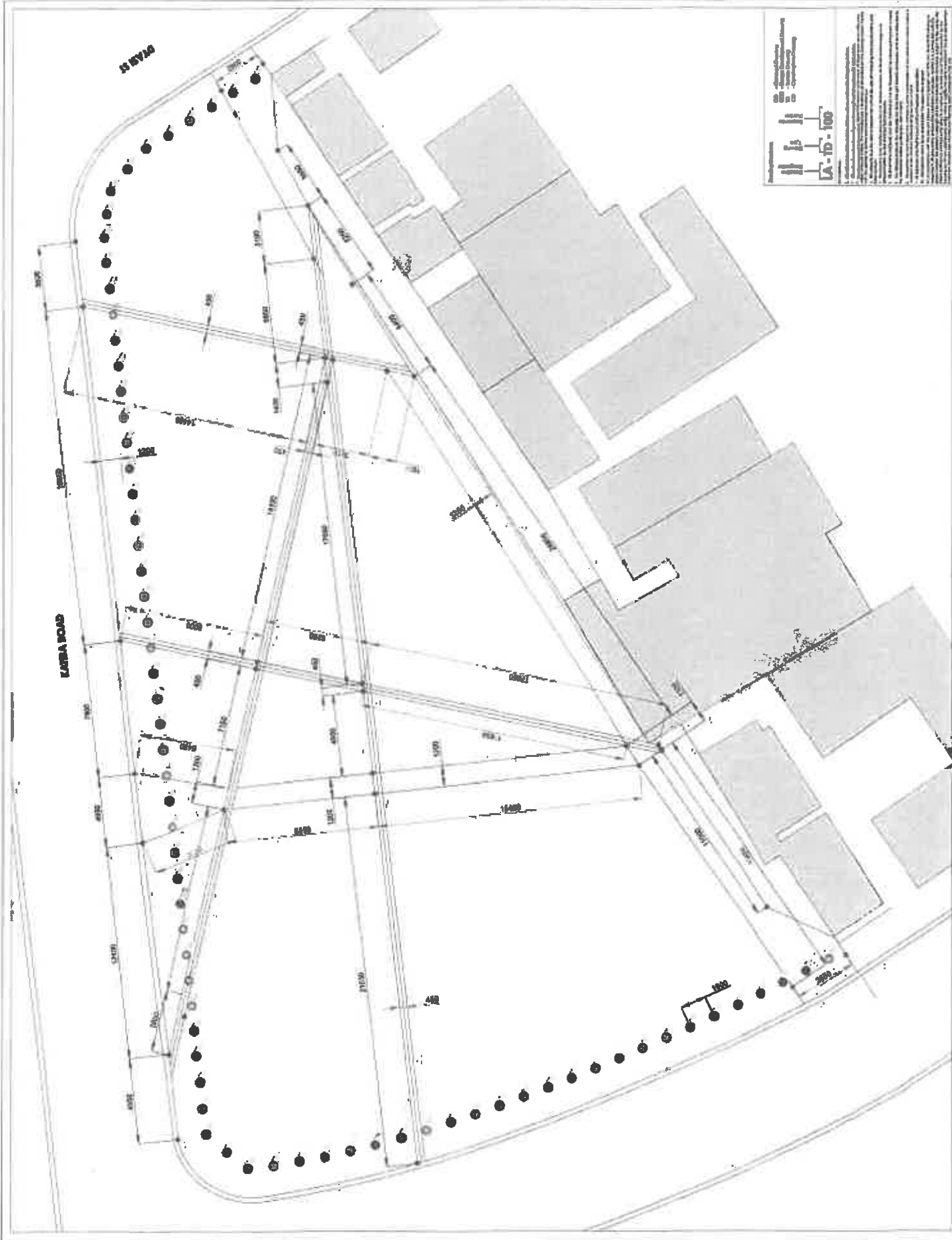
Schedule: KATIA ROAD PARK

Legal: KATIA ROAD PARK

Other: KATIA ROAD PARK

LA - TD - 801

For Details



Name	_____	Address	_____
Residence	_____	City	_____
State	_____	Zip	_____
Phone	_____	Occupation	_____
Age	_____	Education	_____
Marital Status	_____	Employer	_____
Spouse's Name	_____	Spouse's Address	_____
Spouse's Phone	_____	Spouse's Occupation	_____
Spouse's Age	_____	Spouse's Education	_____
Spouse's Marital Status	_____	Spouse's Employer	_____
Spouse's Spouse's Name	_____	Spouse's Spouse's Address	_____
Spouse's Spouse's Phone	_____	Spouse's Spouse's Occupation	_____
Spouse's Spouse's Age	_____	Spouse's Spouse's Education	_____
Spouse's Spouse's Marital Status	_____	Spouse's Spouse's Employer	_____



100

Upholding Integrity - 2012 Ethics Award

1000

LA - TD - 401

Category:	Primary	Secondary	Tertiary	Quaternary
Sub-category:	Transportation	Communication	Healthcare	Education
Product Line:	Automotive	Aerospace	Marine	Aviation
Model Number:	LA-401	LA-402	LA-403	LA-404
Serial Number:	123456789	987654321	567890123	432109876
Date of Manufacture:	2023-01-15	2023-02-20	2023-03-10	2023-04-05
Warranty Period:	3 Years	2 Years	1 Year	6 Months
Manufacturer's Name:	ABC Corporation	DEF Industries	GHI Systems	JKL Enterprises
Distributor's Name:	MNO Distributors	PQR Suppliers	RST Vendors	UVW Wholesalers
Sales Representative:	XYZ Sales Rep.	LMN Sales Rep.	OPQ Sales Rep.	RST Sales Rep.
Contact Information:	Phone: 123-456-7890	Email: info@def.com	Website: www.ghi.net	Address: 123 Main St, City, State, Zip

A1

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101

BOOKS

1010

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



EQUIPMENT SPECIFICATIONS

Doc ID.

Revision no.

Next revision Date:

TITLE: HEALTH & SAFETY PLAYGROUND SURFACING SPECIFICATIONS

OCCUPATIONAL HEALTH & SAFETY SPECIFICATIONS: KATIBA PARK

Introduction

JHB City Parks and JHB Zoo 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 playground equipment procured by JHB City Parks and JHB Zoo (JCPZ) adhere to the minimum requirements for playground equipment. All suppliers must comply with and be informed of the following:

The manufacturer / supplier has a duty to comply with the relevant SANS or any other regulatory standard (SANS 51176-1 (6.1.2)). It is obligatory that manufacturers / suppliers of playground equipment and designers of playgrounds to become acquainted with the SANS standards that apply to playground equipment.

DESCRIPTION	REQUIREMENTS
INFORMATION TO BE PROVIDED BY THE MANUFACTURER / SUPPLIER OF IMPACT-ATTENUATING SURFACING (SANS 51176-1 (6.2))	PRODUCT INFORMATION REQUIREMENTS
	PRE-INFORMATION (SANS 51176-1 (6.2.1))
	Prior to the acceptance of the order, the manufacturer or supplier shall provide information on the critical fall height of the impact-attenuating surfacing as tested in accordance with SANS 51177
	INSTALLATION (SANS 51176-1 (6.2.2))
	The supplier of playground surfacing shall provide instructions on the correct installation.
	INSPECTION AND MAINTENANCE (SANS 51176-1 (6.2.3))
	The supplier of playground surfacing shall provide instructions on maintenance and inspection procedures.
	IDENTIFICATION OF IMPACT-ATTENUATING PLAYGROUND SURFACING (SANS 51176-1 (6.2.4))
DETERMINATION OF CRITICAL FALL HEIGHT (SANS 51176-1 4.2.8.1)	The surfacing shall be labelled by the manufacturer or supplier, or written information shall be provided for its identification and performance.
	GENERAL REQUIREMENTS
	If the climber is part of a composite structure, the fall height is the distance between the highest parts of the climber intended for foot support and the protective surfacing beneath it.

	The possible movement of the equipment and the user shall be taken into account, meaning the maximum movement shall be taken into account.
DETERMINING SPACES AND AREAS (SANS 51176-1 (4.2.8.2.1))	The requirements for falling space and impact area are intended to offer the users protection during the first impact of a potential fall. These spaces will likewise offer some protection to other users wandering around the equipment. A manufacturer or supplier shall provide the supply installation information and correct assembly, erection and placement of equipment. This includes the spacing of equipment to ensure that spaces are not impeded by the placement of adjacent or adjoining equipment. (SANS 51176-1 (6.1.3)) Minimum space consists of the following (SANS 51176-1 (4.2.8.2.2)) ◆ Space occupied by the equipment; ◆ Free space directly below, around equipment or at equipment escape points and ◆ Falling space or impact area
EXTENT OF THE IMPACT AREA (SANS 51176-1 (4.2.8.2.4))	The impact area is the area where the child will strike the surface or another item or part of equipment. In determining the impact area, consideration to the possible movements and the user shall be taken into account.
EXTENT OF FALLING SPACE (SANS 51176-1 (4.2.8.2.5))	Unless otherwise specified the extent of the falling space shall be at least 1500 mm around the elevated parts of equipment measured horizontally and extending from the vertical projection plane below the equipment.
FOUNDATIONS (SANS 51176-1 4.2.14)	The foundations shall be designed such that they do not present a hazard (tripping or impact). In loose fill foundations such as sand, the foundations shall be installed or laid in accordance with one of the following: a) So that the pedestals, footings and fixing elements on the equipment are at least 400 mm below the playing surface; b) If the tops of the foundations are shown, it must be safeguarded and the foundation must extend to at least 200 mm below the surface; c) So that they are covered by items of equipment or equipment parts Any parts that protrude from the foundations such as the ends of screws shall be at least 400 mm below the playing surface.
ADDITIONAL REQUIREMENTS	
SWINGS (SANS 51176-2)	IMPACT ATTENUATION OF SWING SEATS (SANS 51176-2 (4.6)) When tested in accordance with Annex B, there shall be no peak values of acceleration greater than 50 g and the average surface compression shall not exceed 90 N/cm². HEIGHT OF FALL AND IMPACT AREA (SANS 51176-2 (4.10)) FREE HEIGHT OF FALL (SANS 51176-2 (4.10.1)) The free height of fall of a swing is determined from the middle of the seat vertically to the ground when the swing seat is raised by 60°. Alternatively, the free height of fall can be determined by the formula: Free height of fall = (length of the suspension member + 2 + height of swing seat at rest. DIMENSIONS OF FALLING SPACE AND IMPACT AREA (SANS 51176-2 (4.10.2))

	The falling space towards the front and back of the swing must extend to twice height of the suspension member (Chain or rope) taken from ground level. This allows free space for a user exiting the swing while it is undergoing motion. The free space towards the sides of the swing must be at least 1800mm.									
SLIDES (SANS 51176-3: 2010)	IMPACT AREA (SANS 51176-3: 2010 (4.8) ◆ In addition to the requirements given in SANS 51176-1, the impact area shall be provided to a distance of at least 1000 mm to the sides of the run-out section. ◆ The impact attenuation area shall be provided to a distance of at least 2000 mm beyond the required run-out section for type 1 and 1000mm beyond the end of the required run-out section of type 2. .									
SPATIAL NETWORKS (SANS 51176-11)	EXTENT OF THE IMPACT AREA (SANS 51176-1 (4.2.8.2.4) The impact area is the area where the child will strike the surface or another item or part of equipment. ◆ In determining the impact area, consideration to the possible movements and the user shall be taken into account. Formula Fall height, subtract 1500, multiplied by 0,667% (or 2/3) add 1500mm. Examples of the calculations are given in the table below. <table><tr><th>Fall height</th><th>Calculation</th><th>Actual</th></tr><tr><td>1800 mm</td><td>1800-1500*0,667+1500</td><td>1700 mm</td></tr><tr><td>1950 mm</td><td>1950mm-1500*0,667+1500</td><td>1800 mm</td></tr></table> EXTENT OF FALLING SPACE (SANS 51176-1 (4.2.8.2.5) Unless otherwise specified the extent of the falling space shall be at least 1500 mm around the elevated parts of equipment measured horizontally and extending from the vertical projection plane below the equipment. A distance of at least 1000 mm must be maintained at maximum movement. PROTECTIONN AGAINST INJURIES FROM SURFACES IN IMPACT AREA (SANS 51176-1 4.2.8.4) The surface of an impact area shall be free from sharp edged parts, projections or objects and shall be installed without creating any entrapment opportunities. If loose particulate matter is used it shall be installed at a layer thickness of 100 mm that is determined by testing to the SANS: 51177:2010 to achieve the critical fall height. EQUIPMENT WITH A FREE HEIGHT OF GREATER THAN 600MM OR WITH FORCED MOVEMENT (SANS 51176-1 4.2.8.5.2)  "Forced movement" is defined as 'the displacement of a user that is forced, restricted or limited by the construction of the playground equipment'	Fall height	Calculation	Actual	1800 mm	1800-1500*0,667+1500	1700 mm	1950 mm	1950mm-1500*0,667+1500	1800 mm
Fall height	Calculation	Actual								
1800 mm	1800-1500*0,667+1500	1700 mm								
1950 mm	1950mm-1500*0,667+1500	1800 mm								

		Beneath all playground equipment with a free height of fall of more than 600mm and/or equipment causing a forced movement of the body of the user (e.g. swings, slides, rocking equipment, etc.) there shall be impact attenuating surfacing over the entire impact area. The critical fall height of the surfacing shall be equal to or greater than the free height of fall of equipment.
ROCKING EQUIPMENT (SANS 51176-6:2010)	FALL HEIGHT	The fall height for a seesaw is the distance between the highest point any part of the seesaw can reach and the protective surfacing beneath it.
COLOURING OF SURFACING		Bright colouring will ensure that the risk of thermal burns on the darker coloured surfacing is avoided. OHSA Section 10(1) –Applies to all persons involved in the life cycle of a product, except the user –To ensure articles are safe when properly used & comply with prescribed requirements. Section 10(2) –Persons who erect or install articles for use to ensure such is without risk Section 10(3) –In relation to substances provide information, procedures for proper use

IMPORTANT NOTES:

1. The onus is on the supplier / manufacturer to ensure that their products comply to the relevant SANS Standards.
2. JCPZ reserves the right to reject products that fail to conform.
3. All installations will be subject to the JCPZ construction contractor management processes.

P Hilton
Health & Safety Specialist
(011) 683 8231
071 678 0925
philton@jhbcityparks.com



MBD 3.1

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.

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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 ☐
4.7.1	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

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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.

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Signature

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Date

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Position

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Name of Bidder

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11. 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.

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Name of Bidder

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1: Definitions

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

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

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

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

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

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the supplier's 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 QCC.
- 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 of maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

unless specified otherwise in SCC.

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

Revised-BCC



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Greenest City in the World



JOHANNESBURG CITY PARKS AND ZOO NPC

CODE OF ETHICS

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1. INTRODUCTION

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

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

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

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

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

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

2. GLOSSARY OF TERMS

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

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

Diversity: Diversity should be understood as the varied perspectives and approach offered by members of different identity groups.

Effective or effectively: The adequate accomplishment of the desired objective or a pursuit with the minimum expenditure of time, resources, waste and effort.

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

Fairness: Fairness refers to the equitable and reasonable treatment of the sources of value creation, including relationship capital as portrayed by the legitimate and reasonable needs, interests and expectations of material stakeholders of the organisation.

Integrity: In the context of governance and ethics, integrity refers to the quality of being honest and having strong moral principles. It encompasses consistency between stated moral and ethical standards and actual conduct.

KING Code: KING IV Report on Corporate Governance in South Africa

Management: Management includes all managers, and executive managers of Johannesburg City Parks and Zoo.

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

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

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

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

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

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

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

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

3. SCOPE AND APPLICATION

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

4. OBJECTIVES OF THE CODE OF ETHICS

The Code seeks:

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

5. JCPZ VALUES



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

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

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

6. APPLICATION OF CORE VALUES

6.1. SERVICE EXCELLENCE

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

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

Principle: Promoting legitimate business interests in a diligent manner

How do we adhere to this principle?

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

Principle: Maintaining confidentiality of information

How do we adhere to this principle?

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

Principle – Keeping proper records

How do stakeholders adhere to this Principle?

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

Principle – Using resources effectively

How do we adhere to this principle?

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

Principle - Refraining from any form of harassment and intimidation

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

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

6.2. OWNERSHIP AND COMMITMENT

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

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

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

Principle - Being honest and trustworthy

How do we adhere to this principle?

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

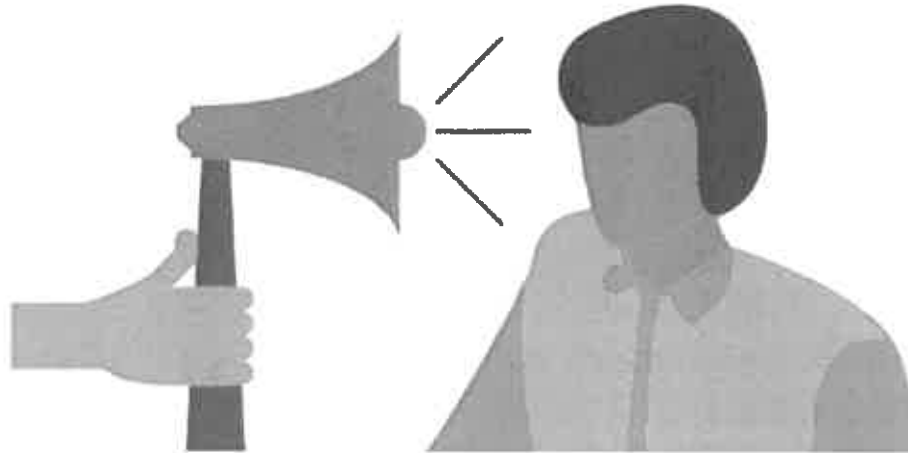
Principle - Being clear in all communication and actions

How is this Principle observed?

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

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

Principle – Reporting unethical and dangerous conduct



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

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

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

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

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

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

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

Principle - Avoiding both actual and perceived conflicts of interest



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Principle – Combating criminal activities



How do we intend on adhering to this Principle?

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

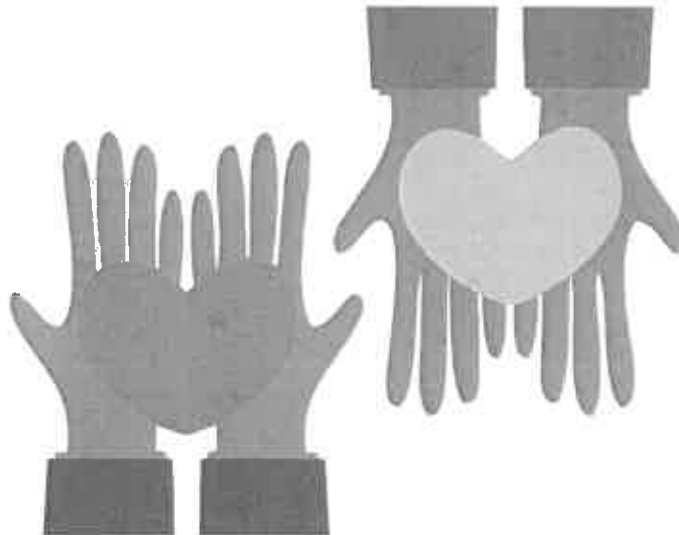
6.3. UBUNTU (CARE AND CONCERN)

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

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

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

Principle – Treating people fairly



How do we act on this Principle?

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

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

Principle - Providing a working environment free of unjust discrimination

We observe this Principle by:

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

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

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

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

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

How do we adhere to this Principle?

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

Principle - Respecting the communities in which we are located

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

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

Principle – Prevent Modern Slavery

To prevent modern slavery the Company and its stakeholders must:

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

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

6.4. TEAMWORK

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

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

Principle - Protecting the natural environment in which we operate

How do we achieve this Principle?

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

Principle – Protecting Johannesburg City Parks and Zoo' reputation



How do we adhere to this Principle?

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

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

How do we intend on adhering to this Principle?

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

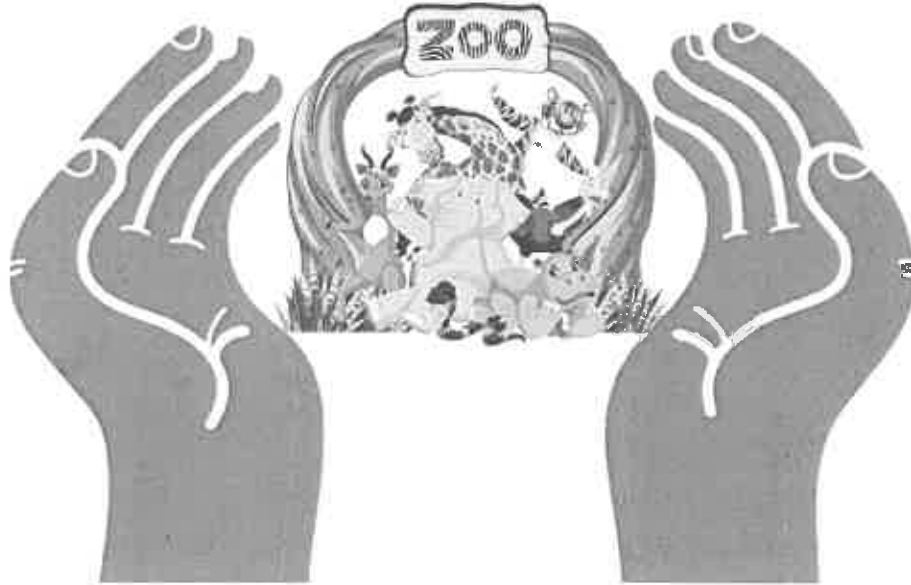
Principle – Working in unity

How do we achieve this Principle?

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

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

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



How do we achieve this Principle?

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

6.5. INNOVATION

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

7. APPLICATION OF THE CODE OF ETHICS

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

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

Managerial Responsibilities

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

Managers and Supervisors are required to:

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

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

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

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

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

Managers and Supervisors are required to assist staff members in:

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

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

Employee Responsibilities

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

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

Other Role Players' Responsibilities

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

Internal Audit Department:

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

Employee Relations:

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

8. BREACH OF THE CODE OF ETHICS



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

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

9. FREQUENTLY ASKED QUESTIONS

What are Business Ethics?

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

What is ethics?

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

Who are our Stakeholders?

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

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

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

What are core values?

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

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

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

What does It mean to be professional?

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

What does It mean to be transparent?

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

What does it mean to grow our company with pride?

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

What does it mean to value diversity?

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

What may cause conflicts of interest?

Conflicts of interest may be caused by:

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

What is compliance?

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

What are laws?

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

What are regulations?

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

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

What are Policies and Procedures?

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

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

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

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

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

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

10. REVIEW OF THE CODE OF ETHICS

Last review date: 31 October 2022

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