JOHANNESBURG CITY PARKS AND ZOO

SUPPORT, MAINTENANCE, AND LICENSE RENEWAL OF SAGE 300 PAYROLL AND HUMAN RESOURCE SYSTEM AND PROVISION OF THE SAGE PAY SLIP STATIONERY

BID No: JCPZ/ICT04/2025

JOHANNESBURG CITY PARKS AND ZOO *Registration No: 2000/028782/08* City Parks House, Ground Floor 40 De Korte Street Braamfontein Johannesburg **Project Enquiries**: Name: Mr Ernest Moeketsi Telephone: 011-712 6640 Email: emoeketsi@jhbcityparks.com	**JOHANNESBURG CITY PARKS AND ZOO** *Registration No: 2000/028782/08* P O Box 2824 Johannesburg 2000 The Senior Manager SCM Supply Chain Management Unit Telephone: 011-712 6625 Email: dhlatshwayo@jhbcityparks.com

Name of Bidder _____

Price Including VAT_____
(VAT REGISTERED □ / NON-VAT VENDOR □

(Price In-words) _____

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

Contract Period: 36 Months

Compulsory Bidders Site briefing: 40 De Korte Street, Braamfontein, Johannesburg
Date: 27 January 2026 @ 11:00am – 12:00pm

The closing date and time for receipt of tenders is Wednesday, 18/02/2026 @ 12:00pm. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

NB: Special Instruction: Due to COVID-19 and the National Department of Health requirements, submissions of completed tenders or responses will only be allowed on the following dates to the physical address provided above:
16-02-2026 (08:00 – 16:00pm)
17-02-2026 (08:00 – 16:00pm)
18-02-2026 (08:00 – 12:00pm before the closing time)

QUALIFICATION CRITERIA FOR FURTHER EVALUATION

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

- Attendance of the compulsory site briefing session.
- Completion in full of Bill of Quantities (BOQ)/Specifications/Terms of Reference as per tender document**.**

NB: ONLY BIDDERS WHO COMPLY WITH THE ABOVE REQUIREMENTS WILL BE CONSIDERED FURTHER ON FUNCTIONALITY (REFER TO THE TERMS OF REFERENCE)

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

INDEX

No. Description **Page No**

1. ADVERTISEMENT AND INVITATION TO BID 4
2. SPECIAL CONDITIONS 9
3. BID DOCUMENT CHECKLIST AND RETURNABLES 11
4. PRICING SCHEDULE – FIRM PRICES (PURCHASES) MBD 3.1 20
5. DECLARATION OF INTEREST - MBD 4 22
6. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 - MBD 6.1 25
7. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - MBD 8 30
8. CERTIFICATE OF INDEPENDENT BID DETERMINATION - MBD 9 32
9. TERMS OF REFERENCE 36
10. PERFORMANCE MANAGEMENT SYSTEM 39
11. ALTERNATIVES OFFERED 40
12. ANNEXURE A - CONDITIONS OF BID 41
13. ANNEXURE B - SUPPLIER CODE OF ETHICAL BUSINESS CONDUCT 55

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

JOHANNESBURG CITY PARKS AND ZOO

1. ADVERTISEMENT AND INVITATION TO BID

Johannesburg City Parks and Zoo, the greening, conservation and cemetery management agency for the City of Johannesburg Municipality, invites suitable qualified, experienced and resourced service provider/s to submit proposals for the Support, maintenance, and license renewal of SAGE 300 payroll and human resource system and provision of the SAGE pay slip stationery over a period of 36 Months. Proposals are to be submitted in line with terms of reference stipulated in the Terms of Reference section.

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

Stage 1: Compliance on Qualification Criteria (Mandatory Requirements)	
Stage 2: Functionality	
Stage 3: Price	**80**
Specific goals (25% or more women shareholding)	**20**
Stage 4: Administrative Requirements	

MANDATORY REQUIREMENTS

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

- Attendance of the compulsory site briefing session.
- Completion in full of Bill of Quantities (BOQ)/Specifications/Terms of Reference as per tender document.

ADMINISTRATIVE REQUIREMENTS

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

- Provide valid Companies' proof of address and/ or Director's proof of residence – If there are two or more directors, all must submit proof of residence (Only latest municipal statement not older than three (3) months (not in arrears for more than 90 days) or valid lease agreement in their area of jurisdiction;
- Provide Valid COIDA Certificate from Department of Labour (Letter of good standing);
- Provide Proof of registration with CSD (Central Supplier Database) at National Treasury compliant with all regulatory requirements;
- Provide a valid Joint Venture (JV) agreement signed by all parties with all individual parties' mandatory documents submitted; if applicable
- Completion of the entire tender document as issued or downloaded - Completed and Signed Municipal Bidding Documents (MBDs) stipulated in the tender document.
- Authority of Signatory to sign tender documents.
- Proof of the company registration issued by the Companies and Intellectual Property Commission (CIPC).
- Valid SARS issued tax pin code.

Where a bidder's bid response fails to comply fully with any of the administrative requirements above, JCPZ may at its

discretion allow the bidder an opportunity to submit and/or complete and/or supplement the information and/or documentation provided **within a grace period of seven (7) days from a day when a letter of request was issued to respond, of which failure to adhere to that timeline should result to elimination.** *This rule is not applicable to Functionality requirements.*

NOTE: This allowance will only be given to the top five (5) potential service providers where only one service provider is required, and where a panel is required, this discretion shall apply to only the qualifying or shortlisted or recommended service provider(s) after all other evaluation stages (e.g. mandatory requirements and functionality evaluation) were finalised. *(NB: If any of the required documents to support functionality are not supplied by closing date of this tender, it will result in bidder not scoring points).*

The physical address for submission of bid documents is: Johannesburg City Parks and Zoo Head Office, City Parks House, Ground Floor, 40 De Korte Street, Braamfontein, Johannesburg. Tender documents may be downloaded from www.jhbcityparksandzoo.com or www.etenders.gov.za for free from Thursday, 22 January 2026 (Close of business).

The lowest, or any tender will not necessarily be accepted and Johannesburg City Parks and Zoo reserves the right to accept any tender either in whole or in part. Telegraphic, telephonic, telex, facsimile and late bids will not be accepted. Bids may only be submitted on the bid document provided by JCPZ. It is the responsibility of the service provider to deposit the tender submission to the correct tender box at the address provided above. The bid validity will be **120 days from the closing date** and might be extended when there is a need.

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

Fraud hotline number: 0800 002 587

For more information on bids and quotations visit our website www.jhbcityparksandzoo.com .

INVITATION TO BID - MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	JCPZ/ICT04/2025	CLOSING DATE:	18 February 2026	CLOSING TIME:	12:00 PM
DESCRIPTION	SUPPORT, MAINTENANCE, AND LICENSE RENEWAL OF SAGE 300 PAYROLL AND HUMAN RESOURCE SYSTEM AND PROVISION OF THE SAGE PAY SLIP STATIONERY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE ***IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?***	☐Yes ☐No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR* ***THE GOODS /SERVICES /WORKS OFFERED?***	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		***TOTAL BID PRICE***	**R**
SIGNATURE OF BIDDER	……	***DATE***	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT		CONTACT PERSON	Ernest Moeketsi
CONTACT PERSON	Derrick Hlatshwayo	TELEPHONE NUMBER	011-712 6640
TELEPHONE NUMBER	011-712 6625	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	emoeketsi@jhbcityparks.com
E-MAIL ADDRESS	dhlatshwayo@jhcityparks.com		

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

2. SPECIAL CONDITIONS

2.1. Information provided by the bidder

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

2.2. Cancellation of the Bid

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

2.3. Addendum

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

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

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

2.5. Contract default and penalties

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

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

2.6. Bid Validity

Validity Period

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

Extensions to the Validity Period

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

modify its Proposal/Bid.

2.7. Objections and complaints (Appeals)

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

• A dispute, objection, complaint or query may be referred to the relevant provincial treasury if:
(a) the dispute, objection, complaint or query is not resolved within 60 days; or
(b) no response is forthcoming within 60 days.

• If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

2.8. Negotiations with preferred bidders

A supply chain management policy may allow the accounting officer to negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation:
(a) does not allow any preferred bidder a second or unfair opportunity;
(b) is not to the detriment of any other bidder; and
(c) does not lead to a higher price than the bid as submitted.

2.9. Certified copies of original document

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

2.10. Completion of bid documents

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

2.11. Submitting a bid

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

2.12. Alterations to bid document

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

2.13. Cost of the bidding

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

2.14. Standardized prices/rates

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

2.15. Due diligence

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

3. BID DOCUMENT CHECKLIST AND RETURNABLES

Table below is provided as guidance to assist bidders with documents to be returned with the bid. The list is not exhaustive, and it is the responsibility of the bidder to provide all required documents as stipulated in this bid.

#	Document Name	Submitted (Yes/No)
	STAGE 1: MANDATORY REQUIREMENTS	
1	Attendance of the compulsory site briefing session.	
2	Completion in full of Bill of Quantities (BOQ)/Specifications/Terms of Reference as per tender document	
	STAGE 2: FUNCTIONALITY	
3	Partner certificate of the company	
4	Certificate of the key personnel	
5	Reference letters for relevant experience on client's letterhead	
6	Support model	
	STAGE 3: PRICE / SPECIFIC GOALS	
7	Completion in full of Bill of Quantities (BOQ)	
8	Valid BBBEE Certificate / Sworn Affidavit / Full Updated CSD Report	
	STAGE 4: ADMINISTRATIVE REQUIREMENTS	
9	Valid Companies' proof of address and/ or Director's proof of residence – If there are two or more directors, all must submit proof of residence (Only latest municipal statement not older than three (3) months (not in arrears for more than 90 days) Or Valid lease agreement in their area of jurisdiction	
10	Valid COIDA Certificate from Department of Labour (Letter of good standing)	
11	Registration with CSD (Central Supplier Database) at National Treasury compliant with all regulatory requirements	
12	A valid Joint Venture (JV) agreement signed by all parties with all individual parties' mandatory documents submitted; if applicable	
13	Completion of the entire tender document as issued or downloaded - Completed and Signed Municipal Bidding Documents (MBDs) stipulated in the tender document	
14	Authority of Signatory to sign tender documents	
15	Proof of the company registration issued by the Companies and Intellectual Property Commission (CIPC)	
16	Valid SARS issued tax pin code	

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

Please attach any of the following to this page:

1. In the case where the bidder owns the property from which the bidder's business operates from, an original or a copy of the most recent municipal account must be submitted.

   Or

2. In the case where the bidder does not own the property an original or copies of the most recent municipal account of all shareholder/s must be submitted.

   Or

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

PAGE TO WHICH A VALID COID CERTIFICATE MUST BE ATTACHED:

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

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

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

SUPPLIER NUMBER…….

AUTHORITY OF SIGNATORY

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

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

A. Certificate for Company

I, ……., Chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board taken on .....20…., Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this bid and any contract resulting from it on behalf of the company.

As Witnesses:

1..... Chairperson: .....

2..... Date: .....

B. Certificate for Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

As Witnesses:

1..... Sole owner: .....

2..... Date: .....

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

COMPANY REGISTRATION DOCUMENT:

Please provide the proof of the company registration issued by the Companies and Intellectual Property Commission (CIPC) to this page.

ID COPIES:

Please attach ID copies to this page.

4. PRICING SCHEDULE – FIRM PRICES (PURCHASES) MBD 3.1

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 **JCPZ/ICT04/2025**
Closing Time **12:00pm**	Closing Date **18 February 2026**

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:	**JCPZ**
-	At:	**City Parks House**
		40 De Korte Street, Braamfontein
-	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

5. DECLARATION OF INTEREST - MBD 4

1. No bid will be accepted from persons in the service of the state[1].

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, shareholder[2]): ……..

   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. ……

   ……

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars……..……..

…….

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

3.10.1 If yes, furnish particulars……
……

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

…….. ……..
Signature **Date**

……. …….
Capacity **Name of Bidder**

6. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 - MBD 6.1

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

.....

.....

.....

7. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - MBD 8

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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

CERTIFICATION

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

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

……...	**……..**
Signature	**Date**
…….	**……..**
Position	**Name of Bidder**

8. CERTIFICATE OF INDEPENDENT BID DETERMINATION - MBD 9

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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 - MBD 9

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 consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

……	……
Signature	Date
……	……
Position	Name of Bidder

9. TERMS OF REFERENCE

PROJECT TITLE	APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR SUPPORT, MAINTENANCE, AND LICENSE RENEWAL OF THE SAGE 300 PAYROLL AND HUMAN RESOURCE SYSTEM AND PROVISION OF THE SAGE PAY SLIP STATIONERY FOR JOHANNESBURG CITY PARKS AND ZOO FOR PERIOD OF 36 MONTHS

9.1. APPOINTMENT OF A SERVICE PROVIDER

Johannesburg City Parks and Zoo (JCPZ) is seeking to appoint a qualified and experienced service provider for a period of 36 months to provide support, maintenance and license renewal services for its Payroll and Human Resource Management System. The scope of work includes the management and administration of the employee value cycle, remuneration, and benefits. Additionally, the contract will cover the provision of Sage Pay Slip Stationery.

Proposals are to be submitted in line with terms of reference stipulated below.

9.2. BACKGROUND

Johannesburg City Parks and Zoo (JCPZ) employs the Payroll and HR Management System to pay salaries and administer leave of organization's employees, currently employees are doing leave management on ESS platform which interfaces with VIP.

The organisation has contract with the current service provider to provide payroll system, leave management and support services in line with ICT Governance. As the contract is coming to an end the Human Capital Management (HCM) in support with Information and Communication Technology (ICT) departments took a decision to go out for tender to rent/acquire these services for business continuity and to mitigate risk identified on the current system.

9.3. PURPOSE

The purpose of the tender is to source reputable service providers with necessary skills, experience and expertise which will assist JCPZ to Support, Maintenance and license renewal of the current payroll and leave management system, stated under the scope of work heading below. The contract will be for 36 Months.

9.4. SCOPE OF WORK

The service provider will provide Support and maintenance of the current system with the below modules for a period of 36 Months. Please note the appointed services provider will be required to respond to queries within 6 hours' time, and resolution within 24 hours.

- Job costing and budgeting
- Application mobile phone (ESS)
- Processing of Salaries and benefits
- Processing of Payslips and IRP5s
- Leave management and administration
- Employees job profiling
- Organisational structure/design
- Performance management
- Training and development
- Employment equity management
- Employees Self-service
- Reporting module
- Recruitment module (E-Recruitment)
- Training of all modules on continues basis.
- Human Resource Information (HRIS)
- Printing of Pay slip Stationery

9.5. PRICING SCHEDULE/BOQ

Please state in the table below prices that will be charged for services and the quote must be for 36 months.

Description	**Price Excluding VAT – Year 1**	**Price Excluding VAT – Year 2**	**Price Excluding VAT – Year 3**
Cost of Annual license Renewal			
Annual Cost of Support and maintenance			
Pay Slip Stationery			
Grand Total Price excluding Vat			
VAT			
Grand Total Price including Vat			

9.6. FUNCTIONALITY TABLE

Failure to submit documents as required under Functionality Table by tender closing date; will result in the bidder scoring zero points for that specific requirement. Bidder will not be given an opportunity to rectify non-submission of document(s) under Functionality.

Description of Evaluation and Evidence Required	Weights	Total Weight	Points
Partner Certificate of the Company Provide valid **certified** copy of SAGE 300 partner certificate for the company (**Certified stamp date not more than three months from this tender closing date)**	40/40	**40**	
Qualifications of key personnel Provide **certified** copy of qualification for SAGE 300 system certificate of key personnel (**Certified stamp date not more than three months from this tender closing date)**	20/20	**20**	
Experience of Company Provide dated and signed reference letters from your clients on client's letterhead where you were providing support and/or maintenance and/or license renewal of SAGE **Payroll and leave management services or ESS** with contact details. 3 to 5 reference letters 6 to 7 reference letters 8 and above reference letters	 10/30 20/30 30/30	**30**	
Support Model Indicate the existence of customer support for login calls by providing customer login details (e.g. telephone/email/portal etc.)	10/10	**10**	
Total		**100**	

NB: A bidder who obtained the minimum threshold of 80 points for Functionality will be considered further.

10. PERFORMANCE MANAGEMENT SYSTEM

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

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

ACCEPTANCE OF PMS AGREEMENT

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

For:

CONTRACTOR

Signature : _____

Name :_____

Designation : _____

Date : _____

JOHANNESBURG CITY PAKRS

Signature : _____

Name : _____

Designation : _____

Date : _____

11. ALTERNATIVES OFFERED

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

SIGNATURE OF BIDDER **DATE**

12. ANNEXURE A - CONDITIONS OF BID

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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 suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement ofDisputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes andduties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South AfricanRevenue Services.

13. ANNEXURE B - SUPPLIER CODE OF ETHICAL BUSINESS CONDUCT

JOHANNESBURG CITY PARKS AND ZOO

SUPPLIER CODE OF ETHICAL BUSINESS CONDUCT

Prepared by: **Company Secretary**

Date: **September 2022**

Approval By: **Executive Committee**

CONTENTS

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

1. Introduction

Johannesburg City Parks and Zoo (JCPZ) is committed to conducting business honestly, openly, with integrity and in pursuit of the highest ethical standards. This Supplier Code of Ethics has been developed to ensure that JCPZ's values and ethical standards are clearly articulated to all JCPZ's Suppliers and Stakeholders who shall be obligated to abide thereby.
All Suppliers of goods, Service Providers and Business Partners are required to operate in accordance and in full compliance with the applicable laws, rules and regulations of the Republic of South Africa at all times.
This Code determines the ethical values, standards, principles and guidelines which bind our suppliers in all their dealings with JCPZ.
JCPZ is committed to ensuring that all employees, including those of our suppliers are treated with the necessary respect and dignity and provided with safe working conditions. JCPZ is furthermore committed to ensuring that the procurement of all goods and provision of services are undertaken in an environmentally sensitive, sustainable and on a socially responsible basis.
JCPZ undertakes to ensure that a good working relationship is maintained with all its suppliers. To ensure this, all Suppliers are expected to comply with the following basic principles:

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

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

(a) City of Johannesburg anti-fraud hotline -0800 002 587,

(b) the Head of Internal Audit - fmqhavule@jhbcityparks.com / 011 646 200 ext 250/218, or

(c) the Ethics Manager – ethics@jhbcityparks.com / 011 712 6600.

(d) Accounting Officer – 011 712 6600

2. Definitions

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

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

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

3. Health and Safety

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

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

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

3.1 Public Safety

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

3.2 Worker Safety

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

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

3.3 Vehicle Safety

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

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

3.4 Report Incidents, Injuries and Unsafe Conditions to JCPZ

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

3.5 Emergency Preparedness

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

3.6 Fitness for Work

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

3.7 Sanitation, Food and Housing

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

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

4. Environmental Leadership and Sustainability

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

4.1 Risk and Impact Identification and Management

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

4.2 Compliance with Environmental Legal Requirements

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

4.3 Pollution Prevention and Resource Preservation

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

5. Business Conduct and Integrity

5.1 Supplier Duty

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

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

JCPZ expects Suppliers to conduct business in accordance with the highest ethical standards at all times. This Supplier Code sets forth the principles and standards of conduct for Suppliers (and their workforce) who provide goods or services to JCPZ. JCPZ may require Suppliers to demonstrate that

they are in compliance with this Supplier Code and failure to comply with the expectations outlined in this Supplier Code could result, in cessation of business with JCPZ.

5.2 Bribery and Corruption

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

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

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

5.3 Anti-Competitive Behaviours

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

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

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

5.4 JCPZ and Municipal Officials

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

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

5.5 Tax Evasion

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

5.6 Legal Matters

A Supplier must inform JCPZ of any criminal investigations or charges, regulatory investigations, fines, penalties or citations, as well as any other claims or litigation against it or any of its affiliates or

employees so that JCPZ can assess JCPZ's interests and the potential impacts of such investigations, claims, charges or litigation. Suppliers must report all such legal matters to JCPZ.

5.7 Accurate Books, Records, Disclosures and Communications

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

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

5.8 Conflicts of Interest

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

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

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

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

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

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

5.9 Gifts and Hospitality to JCPZ Employees

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

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

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

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

- ✓ It must be consistent with customary business practices and policies and should not appear extravagant or excessive or improper or frequent;

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

6. Human Rights

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

Suppliers will identify and avoid as far as possible any adverse human rights impacts caused or contributed to by their operations or activities. JCPZ will cease doing business with a Supplier who engages in abusive labor practices or exploits vulnerable worker groups.
No worker should perform any work that is likely to be hazardous or that maybe harmful to their health, physical, mental, social, spiritual or moral developments without adequate mitigation measures being effected including but not limited to the Provision of Training, Personal Protective Clothing and Equipment.
In addition to treating all persons with dignity and respect, Suppliers will provide workers with safe and humane working conditions. JCPZ expects its Suppliers to have adequate procedures in place to ensure they are not directly or indirectly through their supply chain involved in any form of involuntary or forced labour.

6.1 Freedom of Association and Employment

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

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

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

6.2 Child Labor

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

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

6.3 Wages, Hours and Benefits

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

6.4 Diversity and Inclusion

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

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

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

6.5 Harassment and Discrimination

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

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

6.6 Workplace Violence

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

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

6.7 No Retaliation

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

6.8 Combatting Modern Slavery

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

7. Confidentiality

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

7.1 JCPZ Confidential and Protected Information and Intellectual Property

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

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

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

7.2 Data Privacy and Protection

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

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

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

- ✓ Duly observe their obligations under Data Protection Laws;
- ✓ Process, transfer, modify, disclose, amend or alter Personal Data in accordance with the written instructions of JCPZ (unless otherwise required by Law);
- ✓ Ensure that it has appropriate technical and organizational measures to prevent unauthorized processing, accidental loss, destruction, damage, alteration and/or destruction of Personal Data, and take measures necessary to uphold data protection laws, which measures may include, but not be limited to, encryption, pseudonymisation, resilience of processing systems and backing up of Personal Data;
- ✓ Not transfer any such Personal Data without the prior written consent of JCPZ.
- ✓ Comply with all specific laws related to transfers of such Personal Data - specifically, but not limited to, transfers of Personal Data to any country outside of South Africa;

- ✓ Ensure the reliability of any staff who have access to Personal Data, ensure that they are subject to appropriate confidentiality and security undertakings, and that they treat all Personal Data as confidential;
- ✓ Not permit any third party to process JCPZ Personal Data unless that party has entered into an agreement with the Supplier that incorporates these data protection obligations;
- ✓ Promptly notify JCPZ of any communications received from any person regarding the processing of Personal Data, and take reasonable steps to assist JCPZ to respond to those communications;
- ✓ Immediately notify JCPZ on becoming aware of any breach of data protection laws, and co-operate with JCPZ in the investigation and remediation of any such breach;
- ✓ Inform JCPZ if any instruction received from JCPZ might infringe applicable data protection laws;
- ✓ Permit JCPZ representatives to inspect and audit the facilities used by a Supplier to process Personal Data;
- ✓ Provide assistance to JCPZ with Personal Data protection impact assessments, as required; and
- ✓ Immediately cease processing any JCPZ Personal Data upon the termination of a Supplier's contract with JCPZ and, at JCPZ's option, either return or securely delete the Personal Data and confirm to JCPZ that this has been done.

7.3 Computer and System Security

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

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

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

8. External Communications

8.1 News Media

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

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

8.2 Social Media

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

8.3 Use of JCPZ Brand or Name

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

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

9. Raising Concerns

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

10. Compliance

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

11. Queries

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

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