



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

HS 08 - 2025/26

TENDER DESCRIPTION:	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR TOWN PLANNING (FORMALIZATION) PURPOSES FOR REMAINDER OF PORTION 37 AND A PART OF THE REMAINDER OF PORTION 38 OF THE FARM ZANFONTEIN 317-J.R. WITHIN THE CITY OF TSHWANE FOR A PERIOD OF THREE (3) YEARS.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE	15 APRIL 2026
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: HUMAN AND SETTLEMENTS

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Contact person	Compulsory briefing session	Closing date
HS 08 - 2025/26	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR TOWN PLANNING (FORMALIZATION) PURPOSES FOR REMAINDER OF PORTION 37 AND A PART OF THE REMAINDER OF PORTION 38 OF THE FARM ZANFONTEIN 317-J.R. WITHIN THE CITY OF TSHWANE FOR A PERIOD OF THREE (3) YEARS.	Technical enquiries: Nthabiseng Malada (012 358 8672 or nthabisengmal@tshwane.gov.za)	Venue: Sammy Marks Council Chamber, 1 st Floor, Sammy Marks Square, cnr Lilian Ngoyi and Madiba Street, Pretoria CBD Date: 25 March at 10:00	15 April 2026 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal.

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than **10:00 on 15 APRIL 2026**

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Nthabiseng Malada (012 358 8672 or nthabisengmal@tshwane.gov.za)
- Supply chain enquiries: Maureen Radingoana (012 358 6153 or maureenr@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder’s municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

..... Signature Signature Signature
..... Date Date Date

C. ONE-PERSON BUSINESS

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

..... Signature Date
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D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at , Mr/Ms , whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: **1.**

2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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 the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

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

HUMAN SETTLEMENTS DEPARTMENT

BID NAME

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR TOWN PLANNING (FORMALIZATION) PURPOSES FOR REMAINDER OF PORTION 37 AND A PART OF THE REMAINDER OF PORTION 38 OF THE FARM ZANFONTEIN 317-J.R. WITHIN THE CITY OF TSHWANE FOR A PERIOD OF THREE (3) YEARS. (BID NUMBER AND DESCRIPTION).

BID NUMBER

HS 08 - 2025/26

1. INTRODUCTION AND PURPOSE

The purpose of this tender is to appoint a Service Provider for Town Planning (Formalization) purposes for a period of 3 (three) years.

2. BACKGROUND OF THE PROJECT

The City of Tshwane has 210 known/recognized informal settlements whereby no township establishment process as prescribed through Spatial Planning and Land Use Management Act (Act 16 of 2013) and Land Use Management By-law 2016 (Amended 2024) was followed. The Human Settlements Department has since completed a new count as part of the development of the Informal Settlements Management Policy, and the number of informal settlements has increased to 502 due to uncurbed land invasions.

In terms of the mandate of the Human Settlement Department, which, inter alia, includes the formalization of informal settlements, a number of informal settlements has been successfully formalized to date though undertaking of the required pre-planning studies, the submission- and approval of land-use applications (Township Establishment on farm land and subdivision and rezoning within proclaimed townships), surveying of stands and approval- or amendment of a General Plan, relocation of beneficiaries, the provision of formal services such as water, sewer, electricity and formal roads, provision of a title deed to a qualifying beneficiary, and opening of a municipal account. A service provider must therefore be appointed to render town planning services for the R/37 and R/38 of the farm Zandfontein 317JR to formalise the informal settlement.

3. CITY OF TSHWANE COMPLIANCE WITH THE BASIC NEEDS

Approval of this tender will benefit the city in the following ways:

- Expedition of formalization and upgrading of informal settlements.
- Assisting in all other formalisation aspects, including the township approval, approval of the general plan, opening of township registers, proclamation of townships, transfers of stands to beneficiaries and opening of municipal accounts for the said residents.
- Revenue generation for the City.

3.1 PROJECT SCOPE/SPECIFICATION: REMAINDER OF PORTION 37 AND A PART OF THE REMAINDER OF PORTION 38 OF THE FARM ZANFONTEIN 317-J.R.

Bidders are hereby invited to bid for appointment of a Service Provider for Town Planning (Formalization) purposes to undertake requisite pre-planning studies, to submit a Township Establishment application and to obtain Township Establishment approval, to survey stands and approve the General Plan for the proposed township to be established **on the Remainder of Portion 37 and a part of the Remainder of Portion 38 of the farm Zandfontein 317-J.R.** for a period of 3 (three) years.

3.2 EMPLOYER'S OBJECTIVES

The Human Settlement Department requires the services of a Professional Town and Regional Planning Service Provider experienced in Land Use Rights Application(s) to undertake requisite pre-planning studies, to submit a Township Establishment application and to obtain Township Establishment approval, to survey stands and approve the General Plan for the proposed township to be established **on the Remainder of Portion 37 and a part of the Remainder of Portion 38 of the farm Zandfontein 317-J.R.**

4. MALUSI GOMORA INFORMAL SETTLEMENT

An existing informal settlement, Malusi Gomora is situated on the Remainder of Portion 21, Portion 124, Portion 150, Portion 227, the Remainder of Portion 37, the Remainder of Portion 38 and the Remainder of Portion 39 of the farm Zandfontein 317-JR (Annexure A).

This informal settlement was established in 1999 and was assessed and categorized during 2018 by the National Department of Human Settlements and became part of the National Upgrade Support Programme (NUSP) in the City of Tshwane Metropolitan Municipality.

The abovementioned properties also form part of the Priority Human Settlements Development Zones (PHSDZ) that was declared in the Government Gazette of 15 May 2020.

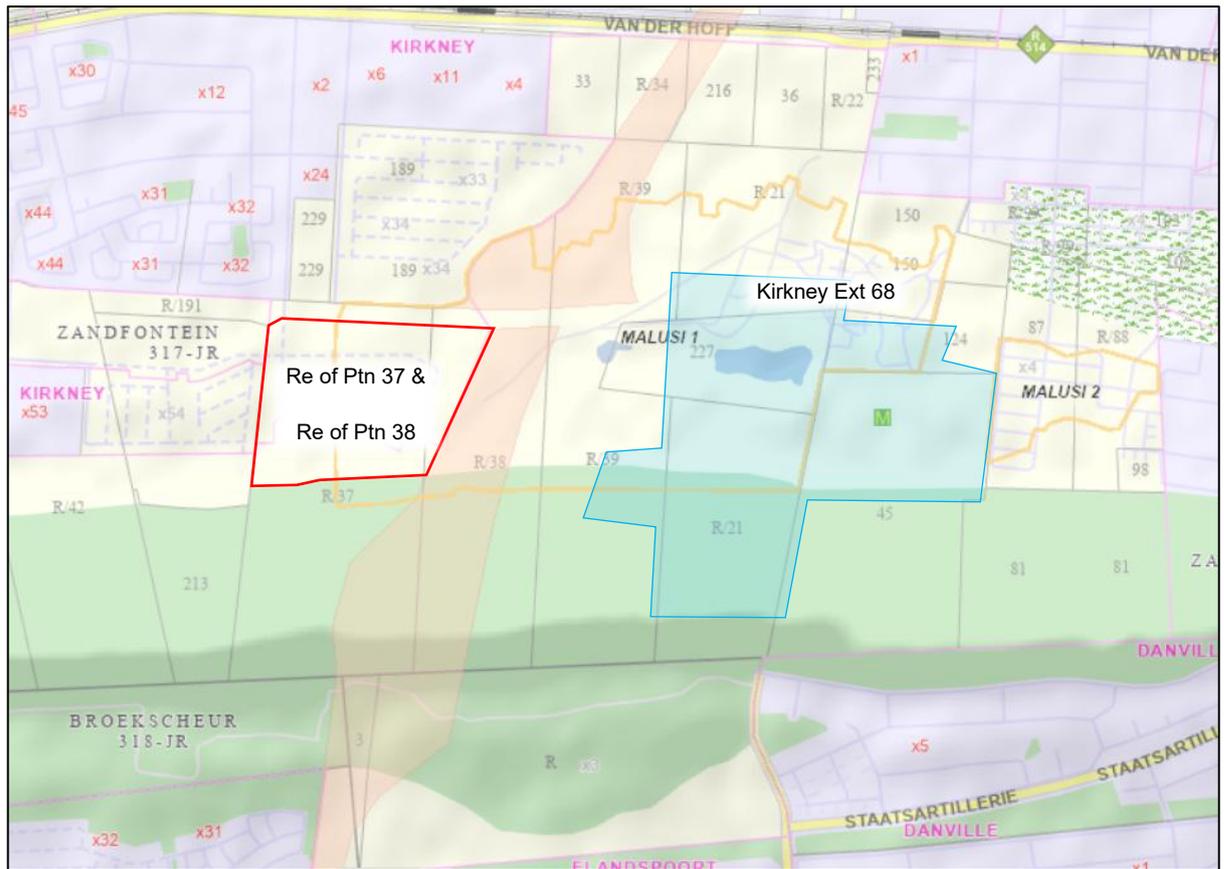
To ensure that the informal settlement can be formalised, the Human Settlement Department (CoT) embarked on a programme to acquire the affected portions from Province.

Service Providers were appointed for purposes of submitting-and approving the required land development applications, surveying of stands, and approval of a General Plan on the Remainder of Portion 21, Portion 124, Portion 150, Portion 227 of the farm Zandfontein 317-JR (Kirkney Ext 68). This township establishment has been recently approved.

In the light of the above the Human Settlement Department also intends to also formalize the informal settlement located on the Remainder of Portion 37 and a part of the Remainder of Portion 38 of the farm Zandfontein 317-J.R. (\pm 22,8ha). Due to internal capacity constraints at the Human Settlement Department, an external Service Provider needs to be appointed to proceed with the requisite pre-panning studies and the submission of a township establishment application for approval including the approval of a general plan.

It is envisaged that the proposed township establishment process will yield approximately 570 residential stands and other social facilities on an area of approximately 22,8ha. These figures may vary and will be dependent on final land-use approval.

Kindly refer to the locality plan attached below:



In view of the above, a Service Provider needs to be appointed for purposes of:

- Preparation of pre-planning studies,
- Preparation of the draft layout plan to incorporate comments received from the departments
- To proceed with preparation of a Township Establishment application and the submission thereof for approval
- Liaising with the objectors as an attempt to get the objections withdrawn (if required)
- Representation at the Municipal Planning Tribunal (MPT) (if required)
- Surveying and pegging of the stands and approval of a General Plan.

Details of the site is as follows:

- Location: The Remainder of Portion 37 and a part of the Remainder of Portion 38 of the farm Zandfontein 317-J.R.
- Ownership: City of Tshwane
- Extent: approximately 22,8ha
- Current Zoning: Agricultural
- Current land use: Malusi Gomora Informal Settlement
- Potential yield: approximately 570 stands including social facilities.

4.1 Description of Work

4.1.1 COMPILATION, SUBMISSION AND APPROVAL OF A COMPREHENSIVE PROJECT PLAN

Before the start of the project, the appointed Service Provider is required to submit a comprehensive Project Plan (PP) that will address the following:

- Confirmation of the names of the project team members who will undertake the individual tasks/milestones.
- Confirmation of professional membership of team members at the legislated Professional bodies.
- Detailed tasks/activities to be carried out and allocation of time per task/activity.
- Confirmation of the project timeframes.
- Evaluation of existing reports and identification of key risks and proposed mitigation measures, including the status of existing reports, the land use application (if submitted), and the submission of a detailed report which shall include details in respect of the process to be followed, reports to be reviewed.

Note the following:

- Physical work can only commence after approval of the Project Plan by the Human Settlements Department.

4.1.2 COMPILATION OF A DIGITAL TERRAIN MODEL (DTM).

The draft layout plan was compiled on contours and cadastral informal as supplied by the Spatial Economic Development and Spatial Planning Department.

However, due to new requirements stemming from the City of Tshwane Land-Use Management By-law (2016, as amended), a contour plan needs to be certified by the Service Provider which implies that an updated Digital Terrain Model (DTM) needs to be compiled as part of this commission.

This process will entail the following milestones:

- Calculating and surveying of the outside figure based on available cadastral information.
- Surveying of any formal structures- and or fences on site as well as surveying of any physical services structures / that may occur on site, and that may impact on the draft layout plan.
- Calculating of 0,5m contours.

- Compilation of a Digital Terrain Model (DTM) with X, Y and Z coordinates through incorporation of the above information.

4.1.3 COMPILATION OF PRE-PLANNING STUDIES.

The appointed Service Provider shall be required to compile the following pre-planning studies as input to the next phases (should this be required):

- The compilation of the phase 1 Engineering Geological report in accordance with the latest NHBRC and Council for Geoscience regulations / prescriptions.
- The compilation of the Traffic Impact Assessment report in accordance with the requirements of the City of Tshwane Roads and Transport Department as well as Gautrans and/or SANRAL.
- Submission of Environmental Management Plan and any related specialist studies requested by the internal departments (i.e floodline delineation report, biodiversity assessment report, Heritage impact assessment report, etc where applicable). Kindly note that GDENV has granted an exemption from submission of an EIA on the project.
- The compilation of the Bulk services availability report (water and sanitation, electricity, roads and stormwater) in accordance with the requirements of the City of Tshwane Departments of Roads and Stormwater, Electricity; Water and Sanitation.
- The submission of the pre-planning studies to the relevant CoT Departments to obtain in-principle approval (if required).
- Note: Should your company quote for a milestone which may fall away, the Human Settlement Department reserves the right to determine the percentage to be paid in relation to physical work undertaken to date.

4.1.4 SUBMISSION AND APPROVAL OF A LAND DEVELOPMENT APPLICATION.

The appointed Service Provider will be required to undertake the following land development application processes:

- Compilation of a draft layout plan stemming from the information generated through the pre-planning study process. A stand size of 200 square metres (SQM) on average will be applicable. Stands smaller than 190 sqm will not be accepted.
- Submission- and discussion of the draft subdivision plan for technical scrutiny, comments and input by the relevant city Departments, and amendment of the draft layout plan should this be required.

- Submission- and discussion of the draft subdivision plan for technical scrutiny, comments and input by the relevant community leaders and amendment of the draft subdivision plan should this be required.
- Compilation of a Conveyancer's certificate
- Compilation of a Land surveyor's certificate
- Amendment of the application / submitted information.
- Compilation and submission of complete land development application(s) and conditions in terms of the Spatial Planning and Land Use Management Act (Act no 16 of 2013) and City of Tshwane Land Use By-law (2016) (Should this be required).
- Advertisement of the application(s) as per relevant requirements (should this be required).
- Initiation- and completion of any administrative requirement as may be required by the Economic Development and Spatial Planning Department and- or Human Settlement Department to complete this phase to obtain land development application approval.
- Attending of- and representing the Human Settlement Department at the Municipal Development Tribunal (MPT) and Municipal Appeals Tribunal (MAT) should this be required.

Note the following:

A Power of Attorney (POA) will be supplied to the appointed Service Provider.

4.1.5 PEGGING OF APPROVED STANDS AND SUBMISSION OF- AND APPROVAL OF AN AMENDED GENERAL PLAN.

- Calculation and pegging of small-scale diagrams as required by the Surveyor General.
- Pegging of stands as per the approved layout plan.
- Submission of small-scale diagrams and the draft amended General Plan(s) to the Surveyor General for approval purposes in terms of the requirements of this Department.
- Completion of any administrative requirement as may be required from the Office of the Surveyor General and- or the Human Settlement Department to complete this phase and obtain General Plan approval.

4.1.6 PUBLIC PARTICIPATION.

- Conducting of all public participation processes such as introduction to the relevant community, advertising of the application, attending community meetings and attending to meetings with internal- and external stakeholders (when and if required).

Note the following:

- The above commission (paragraphs 4.3.1 to 4.3.6 above) excludes detail design of services, installation of services, amendment of the township register and transfer of stands to beneficiaries.

4.2 DELIVERABLES

The following deliverables shall be generated through this commission upon award and will be controlled by the Project Manager:

- An approved comprehensive Project Plan
- Surveying of physical constraints (e.g. structures, fences, Engineering services) and compilation of a Digital Terrain Model (DTM) with 0,5m contours.
- Compilation, submission and in-principle approval of required pre-planning studies which shall include a Flood line Report (if required), Traffic Impact Study, Bulk Services Report, Environmental Authorization through GDENV, and or any other feasibility study as may be required.
- Compilation and submission of the necessary land development applications in terms of the City of Tshwane Land Use By-law, 2016 (as Amended 2024).
- Compilation of a Conveyors certificate
- Compilation of a Land surveyors' certificate
- Compilation and submission of a complete land development application/s in terms of the City of Tshwane Land Use By-law (2016).
- Undertaking of all required actions and processes to ensure the approval of the land development application including representing the Human Settlement Department at the Municipal Development Tribunal (MPT) and Municipal Appeals Tribunal (MAT) should this be required.
- Pegging of stands and approval of a General Plan.
- Attending to all required public participation processes.
- Environmental Control Officer to be on site during site clearance process and to provide GDENV with the necessary documents
- Submission of monthly progress reports.
- Submission of a close out report at completion of this project.

- All deliverables shall be submitted in electronic format which is compatible with the electronic software used by the City of Tshwane Metropolitan Municipality (i.e. latest Microsoft Windows, Microsoft Office and Arc GIS [shape files]) and it shall be editable, and all final reports shall have been proofread and edited by a professional editor.

5. STAGES OF EVALUATION

The bids will be evaluated in the Four (4) stages below:

- Stage 1:** Administrative Compliance
- Stage 2:** Mandatory requirements
- Stage 3:** Functionality criteria
- Stage 4:** Preferential Point System (80/20)

STAGE 1: ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) 		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p>		<p>Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company's owners / members / directors / major shareholders? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?</p>
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4.</u> <u>Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will not be considered)</p>
<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is exempted or not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof from an "independent accounting</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is not required by law to prepare audited financial statements.</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is exempt or not required by law to prepare audited financial statements.		
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.
h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.

STAGE 2: MANDATORY REQUIREMENTS

The Bidder must comply with the mandatory requirements below, failing which will result in immediate disqualification:

- i) A person(s) registered as a Professional Town- and Regional Planner at the South African Council for Planners (SACPLAN) in terms of the Planning Professions Act, Act 36 of 2002, with a minimum of 5 years post-registration experience.

- ii) A person(s) registered as a Professional Environmental Assessment Practitioner in terms of the National Environmental Management Act, 2002 (Act 107 of 1998) with a minimum of 3 years post-registration experience.
- iii) A person(s) registered as a Professional Engineering Geologist with the South African Council for Natural Scientific Professions (SACNASP) with a minimum of 3 years post-registration experience.
- iv) A person(s) registered as a Professional Civil Engineer specialising in Transport and or Professional Transport Technologist in terms of the Engineering Professions Act, 2000 (Act 46 of 2000) with a minimum of 3 years post registration experience.
- v) A person(s) registered as a Professional Civil Engineer and or Professional Civil Engineering Technologist in terms of the Engineering Professions Act, 2000 (Act 46 of 2000) with a minimum of 3 years post-registration experience.
- vi) A person(s) registered as a Professional Land Surveyor in terms of the Geomatics Act, 2013 (Act 19 of 2023) with a minimum of 3 years post-registration experience.
- vii) All registered professionals except for the Town Planner must have a minimum 3 years post-registration experience.
- viii) Bidders must submit certified copies of professional registration and qualifications for all the above requirements.

STAGE 3: FUNCTIONALITY CRITERIA

Only those tenderers who score a **minimum of 70 points** in respect of the following criteria are eligible to submit tenders.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Relevant Experience of Tenderer:				Max 30
Number of land development applications completed. Supporting documentation in the form of a signed appointment letter and completion certificate on a client letterhead must accompany all land use projects completed (A relevant project is a project, which entails details for all disciplines of the land development application process.)	1-2 relevant project	2	6	30
	3-4 relevant projects	3		
	5-6 relevant projects	4		
	>6 relevant projects	5		

Failure to submit will result in a zero score allocated				
Experience of key staff on relevant (Planning Project)				Max 40
The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities in land development application projects. Involvement in comparable Engineering Geological, Traffic Impact Assessment, Bulk Services Report, Floodline Determination (if applicable) Environmental Impact Assessment, Land Development Application in terms of the City of Tshwane Land Use Management By-Law, 2016 (as Amended 2024). Approval of General Plan in terms of the Land Survey Act, No 8 of 1997.				
1. Engineering Geologist	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant project or more	1 2 3 4 5	1	5
2. Civil Engineer specialising in Traffic Impact Assessments	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant projects or more	1 2 3 4 5	1	5
3. Civil Engineer	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant projects or more	1 2 3 4 5	1.4	7
5. Environmental Impact Assessment Practitioner	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects	1 2 3 4 5	1.2	6

	5 relevant projects or more			
2. Town Planner	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant projects or more	1 2 3 4 5	2.4	12
3. Land Surveyor	1 relevant project 2 relevant projects 3 relevant projects 4 relevant projects 5 relevant projects or more	1 2 3 4 5	1	5
Experience of Key Staff: Post professional registration. Key Staff as Indicated Below: The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities with regards to comparable projects. These documents are compulsory and failure to submit will result in a zero-score allocated. Involvement in in comparable transportation projects and general transportation engineering consulting experience. Key Staff as indicated below:				Max 30
Discipline	Years' experience posts professional registration:	Scale	Weight	
1. Engineering Geologist	3 to 4 years	1	0,5	2,5
	4 to 5 years	3		
	5 years and more	5		
2. Civil Engineer specialising in traffic impact assessments	3 to 4 years	1	0,5	2,5
	4 to 5 years	3		
	5 years and more	5		
3. Civil Engineer	3 to 4 years	1	1.5	7.5

	4 to 5 years	3		
	5 years and more	5		
4. Environmental Impact Assessment Practitioner	3 to 4 years	1	1	5
	4 to 5 years	3		
	5 years and more	5		
5. Town Planner	5 to 6 years	1	2	10
	6 to 7 years	3		
	7 years and more	5		
6. Land Surveyor	3 to 4 years	1	0,5	2,5
	4 to 5 years	3		
	5 years and more	5		
				100

STAGE 4: PREFERENTIAL POINT SYSTEM

The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 80 points for price
- 20 points for Specific goals

SPECIFIC GOALS

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals.
- Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below. Bidders are to submit supporting documents as outlined below to be eligible for points.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

6. PRICE SCHEDULE

MILESTONE STAGES	Material No.	TIME FRAME (IN WEEKS)	*PRICING (EXCL VAT) LUMP SUM
Item 1: Compilation of a Digital Terrain Model (DTM). <i>*Note: Pricing to be provided for the total site / milestone.</i>	3038542		R..... (Excl. VAT)
Item 2: Undertaking of Pre-Planning Studies			
2.1 Phase 1 Engineering Geological report <i>*Note: Pricing to be provided for the total site/ milestone.</i>	3038543		R..... (Excl. VAT)
2.2 Traffic Impact Assessment <i>*Note: Pricing to be provided for the total site / milestone.</i>	3038544		R..... (Excl. VAT)
2.3 Bulk Services Report <i>*Note: Pricing to be provided for the total site / milestone.</i>	3038545		R..... (Excl. VAT)
2.4 Environmental Authorization including all specialist studies required by GDENV) <i>*Note: Pricing to be provided for the total site / milestone.</i>	3038546		R..... (Excl. VAT)
2.5 Environmental Control Officer (if required) <i>*Note: Pricing to be provided for the total site / milestone.</i>	3038547		R..... (Excl. VAT)
2.6 Conveyancer's Certificate <i>*Note: Pricing to be provided for the total site / milestone.</i>	3038548		R..... (Excl. VAT)
2.7 Land Surveyor's Certificate <i>*Note: Pricing to be provided for the total site / milestone.</i>	3038549		R..... (Excl. VAT)
Item 3: Submission and approval of land-use application(s) (including all relevant sub-processes)			
3.1 Township establishment application and any other land development application necessary	3038550		

to ensure the implementation of the rights <i>*Note: Pricing to be provided for the total site / milestone.</i>			R..... (Excl. VAT)
3.2 Removal of restrictive title conditions (if required) <i>*Note: Pricing to be provided for the total site / milestone.</i>	3038551		R..... (Excl. VAT)
Item 4: Pegging of approved stands and submission of- and approval of an amended General Plan. <i>*Note: Pricing to be provided for the total site / milestone and shall include Surveyor General Examination fees</i>	3038552		R..... (Excl. VAT)
SUB-TOTAL (EXCL. VAT)			
CONTINGENCIES (@ 15% max)			
SUB-TOTAL (INCL. CONTINGENCIES)			
VAT (@ 15%)			
GRAND TOTAL (INCL. VAT)			

7. AWARD

The tender will be awarded to one service provider

8. TYPE OF AGREEMENT REQUIRED

Service Level Agreement attached and will be concluded with the successful bidders and any dispute between the parties will be addressed through Service Level Agreement / Contract to be signed by both parties.

9. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. CoT shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

10. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a bidder offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the bidder to seek confirmation of whether the bidder will be able to deliver on the price, if a bidder confirms that they cannot, the bidder will be disqualified on the basis of being non-responsive.

If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the service provider to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The City further reserves the right to negotiate a market related price with a bidder scoring the highest points. If the bidder does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the bidder scoring the second highest points, if the bidder scoring the second highest points does not agree to a market-related price, the City will negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the City reserves the right to cancel the tender.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	HS 08 2025/26	CLOSING DATE:	15 APRIL 2026	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR TOWN PLANNING (FORMALIZATION) PURPOSES FOR REMAINDER OF PORTION 37 AND A PART OF THE REMAINDER OF PORTION 38 OF THE FARM ZANFONTEIN 317-J.R. WITHIN THE CITY OF TSHWANE FOR A PERIOD OF THREE (3) YEARS.				
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)

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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	Supply Chain Management	DEPARTMENT	Human and Settlements
CONTACT PERSON	Maureen Radingoana	CONTACT PERSON	Nthabiseng Malada
TELEPHONE NUMBER	012 358 6153	TELEPHONE NUMBER	012 358 8672
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
EMAIL ADDRESS	maureenr@tshwane.gov.za	EMAIL ADDRESS	nthabisengmal@tshwane.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

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

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

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

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder	Bid number
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

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

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

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 Bid

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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	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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

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:

.....

.....

CONTRACT FORM: PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **HS 08 -2025/26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.
2.
DATE:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	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.		
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **HS 08 - 2025/26**

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR TOWN PLANNING (FORMALIZATION) PURPOSES FOR REMAINDER OF PORTION 37 AND A PART OF THE REMAINDER OF PORTION 38 OF THE FARM ZANFONTEIN 317-J.R. WITHIN THE CITY OF TSHWANE FOR A PERIOD OF THREE (3) YEARS. (BID NUMBER AND DESCRIPTION).

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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.

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

(Hereafter referred to as the "City") duly represented by: **Ms. Nontobeko Memela** in her capacity as **Group Head: Human Settlements** and duly authorised hereto.

AND

(Registration number: _____) hereafter referred to as the "Service Provider" and herein represented by **Mr/Ms** _____ in his capacity as a **Director** and duly authorised hereto.

Page **51** of **90**

Service

Level

Agreement:

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by **Ms Nontobeko Memela** in her capacity as **Group Head: Human Settlements** duly authorised thereto under and by virtue of a sub-delegation, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement. (Herein referred to as the “**CITY**”)

AND

(Registration number: _____) herein represented by
Mr/Ms _____ in his capacity as Director duly authorised thereto under and

Page **52** of **90**

Service

Level

Agreement:

by virtue of a Resolution of the Board passed on _____, a copy of which is annexed as “Annexure B”, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement. (Herein referred to as the “**SERVICE PROVIDER**”)

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Service

Level

Agreement:

ANNEXURE "C" SCOPE OF WORK

ANNEXURE "D" PAYMENT SCHEDULE: PROFESSIONAL FEES

RECORDAL:

WHEREAS the City requires the Service Provider to render town planning services for **Town Planning (Formalization) purposes on the Remainder of Portion 37 and a part of the Remainder of Portion 38 of the farm Zandfontein 317-J.R.** for a period of three (3) years;

AND WHEREAS the City wishes to appoint
_____;

AND WHEREAS the Service Provider wishes to provide such services;

AND WHEREAS the Service Provider has indicated that it has the necessary expertise, skills, and capabilities to provide the Service/s;

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which _____ shall provide the Services in the Service Areas and/or Delivery Area to the City in accordance with the terms and subject to the conditions of this Agreement:

Service _____ Level _____ Agreement: _____

1 DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

1.1 **“Agreement”** means this Service Level Agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;

1.2 **“Business Day”** means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;

1.3 **“Business Week”** means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

1.4 **“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;

1.5 **“Contact Persons”** means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 28 below and who can be substituted in writing from time to time;

1.6 **“Contract Price”** shall mean the amount reflected as the contract price in clause 9 below;

1.7 **“Contract Period”** means the contract period as reflected in clause 6 below;

1.8 **“Effective Date”** means the date that the Group Head: Human Settlements signs;

1.9 **“Intellectual Property”** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

1.10 **“Month”** means a calendar month;

1.11 **“Parties”** means City and Service Provider and “Party” means either of them as the context requires;

1.12 **“Services”** means services to be provided by the Service Provider to the City as detailed in clause 8 below;

1.13 **“Service Provider”** means _____ a company duly incorporated in accordance with the company laws of the Republic of South Africa with the following registration number: _____;

1.14 **“Signature Date”** means the date of signature of this Agreement by the Party signing last;

1.15 **“Subcontract”** means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;

1.16 **“Subcontractor”** means the third party with whom the Service Provider enters into a Subcontract;

1.17 **“Tax Invoice”** means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and

1.18 **“VAT”** means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

2 INTERPRETATION

2.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

2.2 Unless the context clearly indicates a contrary intention, any word connoting:

2.2.1 any singular shall be deemed to include a reference to the plural and vice versa;

2.2.2 any one gender shall be deemed to include a reference to the other two genders; and

2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

2.3 The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination

Service _____ Level _____ Agreement: _____

of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.

2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

2.6 Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

2.7 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

3 APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment, to provide the Services in accordance with the Appointment Letter dated _____ and the Scope of Work attached herein as **Annexure “A”** and **“C”** respectively and in terms and subject to the conditions of this Agreement.

4 PURPOSE OF THE AGREEMENT

4.1 The Purpose of this Agreement is to:

4.1.1 formalise and regulate the working relationship between the Parties;

4.1.2 set out the roles and responsibilities of the Parties; and

4.1.3 define process and procedures to be followed by the Parties.

5 RELATIONSHIP

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties. Furthermore, the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the City or to

contract in the name of the City, or create a liability against the City in any way or for any purpose.

6 DURATION

This Agreement shall commence on the **Effective Date** and shall subsist for a period of three (3) years, unless terminated earlier pursuant to clause 25 below.

7 CONTACT PERSON

7.1 The work to be performed by the Service Provider hereunder will be supervised by City's Contact Person referred to in clause 28 below.

7.2 The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

7.3 The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.

7.4 Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.

7.5 Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

8. SCOPE OF GENERAL SERVICES

The Service Provider shall, for the duration of this Agreement render town planning services for **Town Planning (Formalization) purposes on the Remainder of Portion 37 and a part of the Remainder of Portion 38 of the farm Zandfontein 317-J.R** for a period of three (3) years as indicated in the attached Scope of Work attached herein as **Annexure "C"** read with the Payment Schedule of Professional Fees attached herein as **Annexure "D"** and with the Appointment Letter attached herein as **Annexure "A"**.

9. PRICE AND PAYMENT

9.1 The City shall pay the Service Provider for the services as indicated in the Appointment Letter attached herein as **Annexure “A”**.

9.2 All payments under this Agreement shall be made by electronic fund transfer or other forms of payment as the Parties may agree from time to time, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

9.3 All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

9.4 Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of the Service Provider’s statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.

9.5 There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.

9.6 The City shall pay the amount reflected on a Tax Invoice once the City’s Contact Person has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.

9.7 All Tax Invoices shall be addressed to the City’ Contact Person.

9.8 All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider’s bank account, the details of which are set out below:

Bank:

Account Name:

Account No:

Branch No:

Branch:

9.9 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

10 SERVICE LEVELS

10.1 The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, inter alia:

10.1.1 capacity allocations in accordance with the Service to be provided;

10.1.2 all work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

10.2 The Service Provider shall provide suitably qualified and trained employees to provide the Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by the Service Provider to the City, and shall allocate employees with the technical skill and knowledge onsite at the City at all times during normal working hours, if the City so requires.

10.3 Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 8 above.

11 WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services from the City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 25 below.

12 PENALTY

12.1 Should the Service Provider fail to comply with its obligations in terms of this Agreement, the City may:

12.1.1 exercise its rights in terms of clause 24 below; alternatively

12.1.2 impose a penalty on the Service Provider.

12.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.

12.3 Should the City elect to impose a penalty on the Service Provider, the City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) Business Days from the date of delivery of the notice.

12.4 Should the Service Provider fail to remedy the default within 7 (seven) Business Days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose a penalty, which penalty shall be a deduction of 10% of the of the affected project milestone (Excl. VAT).

12.5 Should there be a dispute as to whether the failure to deliver was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance with clause 26 below.

13 ACCESS

13.1 The City shall allow the Service Provider reasonable access to its premises, provided that:

13.1.1 access is related to the Services to be provided by the Service Provider; and

13.1.2 the Service Provider adheres to all rules, regulations, and instructions applicable at the City's premises.

13.2 The Service Provider is required to notify the City monthly of employees who are to provide Services at the Service Areas;

13.3 The City shall grant the Service Provider and/or its employees, referred in clause 13.2 above, access to its premises to perform its obligations in terms of this Agreement.

13.4 The Service Provider and its employees shall at all times when entering the premises and/or Service Areas of the City comply with all rules, laws, regulations and policies of the City.

14 INSPECTION

14.1 The City may at any time inspect the Services levels of the Service Provider in terms of this Agreement.

14.2 If the City is, at any time, dissatisfied with the service levels then the Service Provider shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.

14.3 The Service Provider shall immediately upon receipt of written demand by the City, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.

14.4 Should the Service Provider fail to remedy the failure or default referred to above then the City shall have the right to impose penalties as provided for in clause 12 above or invoke the provisions of clause 24 below.

14.4.1 To enable the City to determine whether the Services rendered in terms of this Agreement are being complied with the Service Provider shall:

14.4.1.1 provide the City with such information as it may reasonably require;

14.4.1.2 allow the City to inspect and take copies of any records of the Service Provider relating to the Services, including all hardware, software, data, information, visuals, procedures, event logs, transaction logs, audit trails, books, records, contracts, and correspondence;

14.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the Service Provider's employees, subject to reasonable notice being given to the Service Provider.

14.5 Service Provider to Provide Reasonable Assistance

14.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the Service Provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

14.5.2 Any information required to be provided to the City pursuant to this clause 14 shall be provided by the Service Provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

14.5.3 The cost of any inspection contemplated in terms of this clause 14 shall be for the account of the City unless any material irregularity or failure on the part of the Service Provider is determined by the City in the course of such inspection.

14.6 The inspection contemplated in this Agreement will be conducted:

14.6.1 during normal business hours;

14.6.2 save where the circumstances justify it, on reasonable notice to the Service Provider; with the minimum interference in the provision of the Services and the Service Provider's other operations.

15 SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

15.1 Service Warranties

15.1.1 The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

15.1.1.1 it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;

15.1.1.2 it possesses or has access to the requisite knowledge, skill, and experience to provide the Services in an expert manner;

15.1.1.3 it will discharge its obligations under this Agreement and any annexure, appendix, or Schedule hereto with all due skill, care and diligence;

15.1.1.4 that all work performed, and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the field;

15.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its personnel in conformance with any applicable laws and regulations;

15.1.1.6 that the use or possession by the City of any document/s will not subject the City to any claim for infringement of any Intellectual Property Rights of any third party;

15.1.1.7 that it will with promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while performing Services;

15.1.1.8 that the Services will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;

15.1.1.9 it will use and adopt any standards, processes and procedures required under this Agreement;

15.1.1.10 it warrants that it shall employ suitably qualified and trained employees to provide the Services to the City and it shall allocate employees in accordance with the technical skill and knowledge required;

15.1.1.11 that the Services will be free from any defects in material and workmanship;

15.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the Services; and

15.1.1.13 that it will ensure that all applicable laws are observed.

15.2 INDEMNITY

15.2.1 The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

16 SERVICE PROVIDER'S PERSONNEL

16.1 Liability for Criminal Acts of Employees

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud, or other criminal act of any employee of the Service

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Provider which arises within the course and scope of such employees' employment with the Service Provider.

16.2 Character of Employees

16.2.1 Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

16.2.2 The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

16.3 The City shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

17 STATUTORY AND EMPLOYMENT ISSUES

17.1 The Service Provider shall comply with all employment legislation.

17.1.1 The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

17.1.2 The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately take all steps to remedy such contravention. If the City advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

17.2 No employment

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all costs in the event that the

City is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the City defend the matter, the Service Provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

17.3 Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

18 SUBCONTRACTING

18.1 The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party without the prior written consent of the City.

18.2 In the event the Service Provider wishes to Subcontract the whole of or any portion of the Services in terms of this Agreement, it shall apply to the City in writing for consent to do so.

18.3 In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.

18.4 The City may, in its sole and absolute discretion refuse consent to Subcontract. In the event the City approves the Subcontracting of the whole of or any portion of the Services in terms of this Agreement, then:

18.4.1 the Service Provider shall ensure that the Subcontractor's B-BBEE level is equal or better than that of the Service Provider, their price is competitive, and they have the capacity to provide the Service;

18.4.2 such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and

the Service Provider hereby indemnifies and holds the City harmless against any loss, harm, or damage which the City may suffer as a result of such Subcontracting;

18.4.3 the Service Provider shall at all times remain the sole point of contact for the City in respect of the acquisition of Services by the City; and

18.4.4 no such Subcontracting shall have any effect on the Contract Price and charges payable by the City to the Service Provider in terms of this Agreement.

19 CONFIDENTIALITY

19.1 The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; ("Confidential Information"), shall remain confidential and shall not be made known unless the City has given written consent to do so.

19.2 The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

19.3 The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

19.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

19.3.2 the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

19.3.3 The information was received from a third Party not in breach of an obligation of confidentiality.

20 INTELLECTUAL PROPERTY RIGHTS

20.1 All Intellectual Property Rights of the Service Provider and/or third-party vest in the Service Provider and/or third party, as appropriate.

20.2 All rights in the City name and logo remain the absolute property of the City.

20.3 The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trademark or trade secret or other proprietary right of any third party.

20.4 The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

20.5 In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third-party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Service Provider controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages, and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

20.6 Should any claim be made against the City by any third party in terms of clause 20.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

20.7 Should any third party succeed in its claim for the infringement of any third-party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:

20.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

20.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe, and which is materially similar to the subject of infringement; or

20.7.3 alter the subject of infringement in such a way as to render it non infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

20.7.4 withdraw the subject of infringement.

21 FORCE MAJEURE

21.1 For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire, or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.

21.2 If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

21.3 In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure (“the Affected Party”) then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period (“Agreed Period”).

21.4 In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

21.5 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall have given notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

22 CESSION

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement without the prior written consent of the City.

23 CHANGE OF CONTROL / CIRCUMSTANCE

23.1 The Service Provider shall notify the City, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Provider's subsidiary companies or holding or its affiliates such change shall be considered a material change in the constitution and identity of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

23.2 The Parties agree that should there be a change as envisaged in clause 23.1 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.

23.3 The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Services. In the event that any material changes or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

24 BREACH

24.1 Subject to clause 23.3 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 7 (seven) Business Days and should the Defaulting Party fail to remedy the breach within 7 (seven) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

24.1.1 immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale); or

24.1.2 request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

24.1.3 impose penalties as provided for in clause 12 above.

25 EARLY TERMINATION

The City shall have the right to terminate this Agreement by giving 30 (thirty) days' notice in writing to the Service Provider of its intention to terminate the Agreement.

26 DISPUTES

26.1 Save for clause 24 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

26.1.1 the interpretation of the Agreement;

26.1.2 the performance of any of the terms of the Agreement;

26.1.3 any of the parties' rights and obligations;

26.1.4 any procedure to be followed;

26.1.5 the termination or cancellation or breach of this Agreement; or

26.1.6 the rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.

26.2 Within 7 (seven) Business Days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 26 shall apply.

26.3 If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa ("the Arbitration Act").

26.4 The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

26.4.1 at any place which the Parties agree, in writing, to be mutually convenient.

26.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

26.5 If the arbitration is:

26.5.1 a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

26.5.2 an accounting matter, then the arbitrator shall be a practicing-chartered accountant of not less than 10 (ten) years' standing; and

26.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

26.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president / chairperson for the time being of Arbitration Foundation of South Africa (AFSA).

26.7 Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature.

26.8 The arbitrator may:

26.8.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;

26.8.2 interview and question under oath the parties of any of their representatives;

26.8.3 decide the dispute according to what he considers just and equitable in the circumstances; and

26.8.4 make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly

as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.

26.9 The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.

26.10 The arbitrators award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.

26.11 Notwithstanding the provisions of clauses 26.1, 26.2, 26.3, 26.4, 26.5, 26.6 and 26.7 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid documents, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

26.12 The provisions of this clause 26 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

27 LAWS AND JURISDICTION

27.1 This Agreement shall be governed by and interpreted according to the Law of the Republic of South Africa.

27.2 Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

28 NOTICES AND COMMUNICATIONS

28.1 The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the "*domicilium*") and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

28.1.1 THE CITY:

Office of the City Manager

Block D, 2nd Floor.

Tshwane House

320 Madiba Street

Pretoria

P O Box 6338

Pretoria, 0001.

Fax: (012) 358 1112/6660

Email: citymanager@tshwane.gov.za

Attention: Mr Sello Chipu

Cell phone: 072 172 7139

Tel: (012) 358 4780

Email: selloc@tshwane.gov.za

28.1.2 THE SERVICE PROVIDER:

Attention: _____

Cell phone: _____

Telephone: _____

Fax: _____

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Email: _____

28.2 Each Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.

28.3 Any notice given, and any payment made by any Party to another Party (hereinafter referred to as "the addressee") which:

28.3.1 is delivered by hand during normal business hours of the addressee at the addressee's *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

28.3.2 is posted by prepaid registered post to the addressee at the addressee's *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting.

28.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

28.4 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by facsimile.

28.5 Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

29 GENERAL AND MISCELLANEOUS

29.1 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

29.2 NO AMENDMENT EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

29.3 WAIVERS

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

29.4 SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

29.5 APPROVALS AND CONSENTS

An approval or consent given by a party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

30 EXECUTION

30.1 This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

30.2 The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at on this day of 2026.

Service _____ Level _____ Agreement: _____

Witnesses

1.

2.

Ms. Nonto Memela: Group Head: Human Settlement for and on behalf of the **City of Tshwane Metropolitan Municipality**, and duly authorised thereto.

Signed at on this day of 2026.

Witnesses

1.

2.

_____ for and on behalf of
_____ and duly
authorised thereto.

ANNEXURE "A"

APPOINTMENT LETTER

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ANNEXURE "B"

RESOLUTION OF THE BOARD

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Agreement:

ANNEXURE "C"

Service

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Agreement:

SCOPE OF WORK

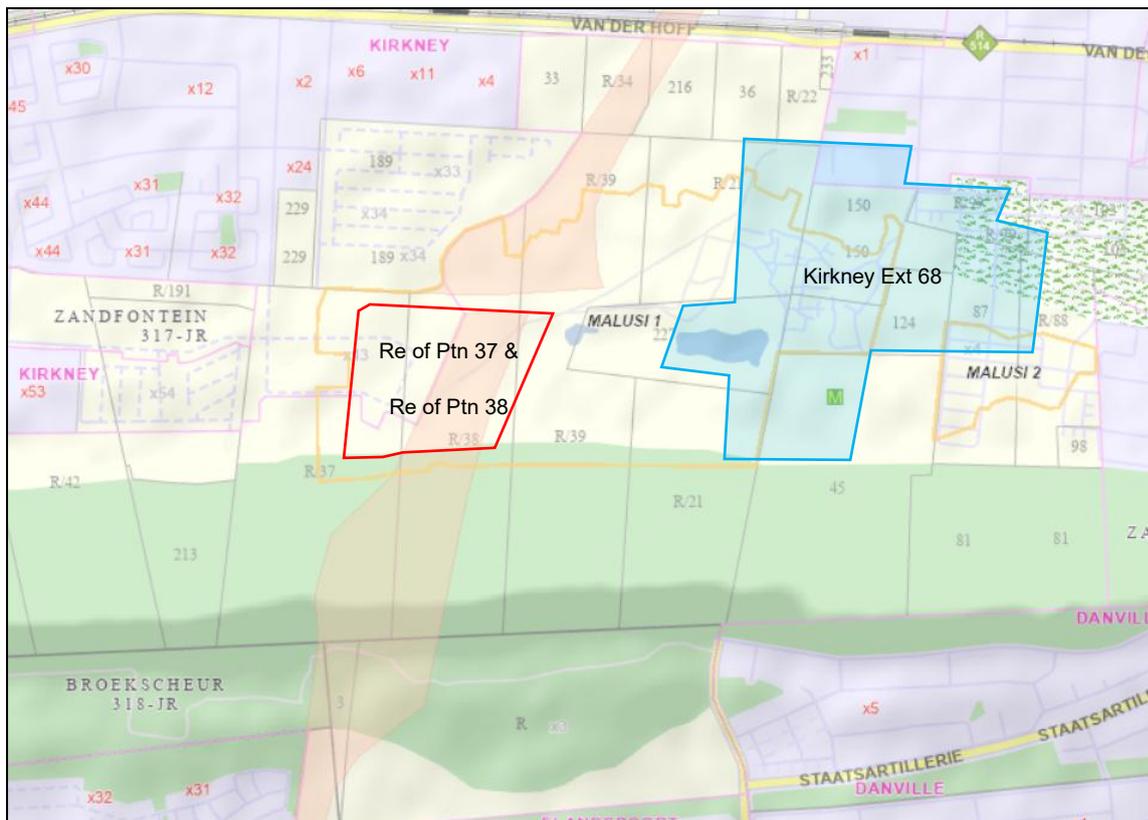
Town Planning (Formalization) purposes on the Remainder of Portion 37 and a part of the Remainder of Portion 38 of the farm Zandfontein 317-J.R. for a period of three (3) years;

The following scope of work shall apply:

PROJECT MILESTONES:

- Preparation of pre-planning studies,
- Preparation of the draft layout plan to incorporate comments received from the departments
- To proceed with preparation of a Township Establishment application and the submission thereof for approval
- Liaising with the objectors as an attempt to get the objections withdrawn (if required)
- Representation at the Municipal Planning Tribunal (MPT) (if required)
- Surveying and pegging of the stands and approval of a General Plan.

PROJECT AREA: The Remainder of Portion 37 and a part of the Remainder of Portion 38 of the farm Zandfontein 317-J.R (See below locality plan)



DETAILS OF THE SITE:

- Location: The Remainder of Portion 37 and a part of the Remainder of Portion 38 of the farm Zandfontein 317-J.R.
- Ownership: City of Tshwane
- Extent: approximately 22,8ha
- Current Zoning: Agricultural
- Current land use: Malusi Gomora Informal Settlement
- Potential yield: approximately 570 stands including social facilities.

DESCRIPTION OF WORKS:

1. COMPILATION, SUBMISSION AND APPROVAL OF A COMPREHENSIVE PROJECT PLAN

Before the start of the project, the appointed Service Provider is required to submit a comprehensive Project Plan (PP) that will address the following:

- Confirmation of the names of the project team members who will undertake the individual tasks / milestones.
- Confirmation of professional membership of team members at legislated Professional bodies.
- Detailed tasks/activities to be carried out and allocation of time per task / activity.
- Confirmation of the project timeframes.
- Evaluation of existing reports and identification of key risks and proposed mitigation measures, including the status of existing reports, the land use application (if submitted), and the submission of a detailed report which shall include detail in respect of the process to be followed, reports to be reviewed etc.

Note the following:

- Physical work can only commence after approval of the Project Plan by the Human Settlement Department.

2. COMPILATION OF A DIGITAL TERRAIN MODEL (DTM).

Due to new requirements stemming from the City of Tshwane Land-Use Management By-law (2016, as amended), the layout plan which includes the contours needs to be certified by the Service Provider which implies that an updated Digital Terrain Model (DTM) needs to be compiled as part of this commission.

This process will entail the following milestones:

- Calculating and surveying of the outside figure based on available cadastral information.
- Surveying of any formal structures- and or fences on site as well as surveying of any physical services structures / that may occur on site, and that may impact on the draft layout plan.
- Calculating of 0,5m contours.
- Compilation of a Digital Terrain Model (DTM) with X, Y and Z coordinates through incorporation of the above information.

3. COMPILATION OF PRE-PLANNING STUDIES.

The appointed Service Provider shall be required to compile the following pre-planning studies as input to the next phases (should this be required):

- The compilation of the phase 1 Engineering Geological report in accordance with the latest NHBRC and Council for Geoscience regulations / prescriptions.
- The compilation of the Traffic Impact Assessment report in accordance with the requirements of the City of Tshwane Roads and Transport Department as well as Gautrans and/or SANRAL.
- Submission of Environmental Management Plan and any related specialist studies requested by the internal departments (i.e floodline delineation report, biodiversity assessment report, Heritage impact assessment report, etc where applicable). Kindly note that GDENV has granted an exemption from submission of an EIA on the project.
- The compilation of the Bulk services availability report (water, sanitation, electricity, roads and stormwater) in accordance with the requirements of the City of Tshwane Departments of Roads- and Stormwater, Electricity- and Water & Sanitation.
- The submission of the pre-planning studies to the relevant CoT Departments to obtain in-principal approval (if required).
- Note: Should your company quote for a milestone which may fall away, the Human Settlement Department reserves the right to determine the percentage to be paid in relation to physical work undertaken to date.

4. SUBMISSION AND APPROVAL OF A LAND DEVELOPMENT APPLICATION/S

The appointed Service Provider will be required to undertake the following land development application processes:

- Reservation of the Township name (if required).
- Request for exemption from payment of application fees
- Compilation of a draft layout plan stemming from the information generated through the pre-planning study process A stand size of 200 square metres (SQM) on average will be applicable. Stands smaller than 190 sqm will not be accepted.
- Submission- and discussion of the draft layout plan for technical scrutiny, comments and input by the relevant CoT Departments, and amendment of the draft layout plan should this be required.
- Submission- and discussion of the draft layout plan for technical scrutiny, comments and input by the relevant community leaders and amendment of the draft layout plan should this be required.
- Compilation of a Conveyancer's certificate
- Compilation of a Land surveyor's certificate
- Amendment of the application / submitted information.
- Compilation and submission of complete land development application(s) and conditions in terms of the Spatial Planning and Land Use Management Act (Act no 16 of 2013) and City of Tshwane Land Use By-law, 2016 (Amended 2024)
- Advertisement of the application(s) as per relevant requirements
- Initiation- and completion of any administrative requirement as may be required by the Economic Development and Spatial Planning Department and- or Human Settlement Department to complete this phase to obtain land development application approval.
- Attending of- and representing the Human Settlement Department at the Municipal Development Tribunal (MPT) and Municipal Appeals Tribunal (MAT) should this be required.

Note the following:

A Power of Attorney (POA) will be supplied to the appointed Service Provider.

5. PEGGING OF APPROVED STANDS AND SUBMISSION OF- AND APPROVAL OF AN AMENDED GENERAL PLAN.

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- Calculation and pegging of small-scale diagrams as required by the Surveyor General.
- Pegging of stands as per the approved layout plan.
- Submission of small-scale diagrams and the draft amended General Plan(s) to the Surveyor General for approval purposes in terms of the requirements of this Department.
- Completion of any administrative requirement as may be required from the Office of the Surveyor General and- or the Human Settlement Department to complete this phase and obtain General Plan approval.

6. PUBLIC PARTICIPATION.

- Conducting of all public participation processes such as introduction to the relevant community, advertising of the application, attending community meetings and attending to meetings with internal- and external stakeholders (when and if required).

Note the following:

- The above commission excludes detail design of services, installation of services, amendment of the township register and transfer of stands to beneficiaries.

7. DELIVERABLES

The following deliverables shall be generated through this commission:

- An approved comprehensive Project Plan
- Surveying of physical constraints (e.g. structures, fences, Engineering services) and compilation of a Digital Terrain Model (DTM) with 0,5m contours.
- Compilation, submission and in-principle approval of required pre-planning studies which shall include a Flood line Report (if required), Traffic Impact Study, Bulk Services Report, Environmental Authorization through GDENV, and or any other feasibility study as may be required.
- Compilation and submission of the necessary land development applications in terms of the City of Tshwane Land Use By-law, 2016 (as Amended 2024).
- Compilation of a Conveyors certificate
- Compilation of a Land surveyors' certificate

- Compilation and submission of a complete land development application/s in terms of the City of Tshwane Land Use By-law (2016).
- Undertaking of all required actions and processes to ensure the approval of the land development application including representing the Human Settlement Department at the Municipal Development Tribunal (MPT) and Municipal Appeals Tribunal (MAT) should this be required.
- Pegging of stands and approval of a General Plan.
- Attending to all required public participation processes.
- Environmental Control Officer to be on site during site clearance process and to provide GDENV with the necessary documents
- Submission of monthly progress reports on the **26th of every month.**
- Submission of a close out report on completion of this project.
- All deliverables shall be submitted in electronic format which is compatible with the electronic software used by the City of Tshwane Metropolitan Municipality (i.e. recent Microsoft Windows, Microsoft Office and Arc GIS [shape files]) and it shall be editable, and all final reports shall have been proofread and edited by the project lead on completion of the project.

ANNEXURE “D”

PAYMENT SCHEDULE: PROFESSIONAL FEES

MILESTONE STAGES	TIME FRAME (IN WEEKS)	*PRICING (EXCL VAT) LUMP SUM
Item 1: Compilation of a Digital Terrain Model (DTM). <i>*Note: Pricing to be provided for the total site / milestone.</i>		R..... (Excl. VAT)
Item 2: Undertaking of Pre-Planning Studies		
2.4 Phase 1 Engineering Geological report <i>*Note: Pricing to be provided for the total site/ milestone.</i>		R..... (Excl. VAT)
2.5 Traffic Impact Assessment <i>*Note: Pricing to be provided for the total site / milestone.</i>		R..... (Excl. VAT)
2.6 Bulk Services Report <i>*Note: Pricing to be provided for the total site / milestone.</i>		R..... (Excl. VAT)
2.4 Environmental Authorization including all studies required by		

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<p>GDENVE) including a flood line delineation</p> <p><i>*Note: Pricing to be provided for the total site / milestone.</i></p>		<p>R..... (Excl. VAT)</p>
<p>2.5 Environmental Control Officer (if required)</p> <p><i>*Note: Pricing to be provided for the total site / milestone.</i></p>		<p>R..... (Excl. VAT)</p>
<p>2.7 Conveyancer's Certificate</p> <p><i>*Note: Pricing to be provided for the total site / milestone.</i></p>		<p>R..... (Excl. VAT)</p>
<p>2.8 Land Surveyor's Certificate</p> <p><i>*Note: Pricing to be provided for the total site / milestone.</i></p>		<p>R..... (Excl. VAT)</p>
<p>Item 3: Submission and approval of land-use application(s) (including all relevant sub-processes)</p>		
<p>3.1 Township establishment application and any other land development application necessary to ensure the implementation of the rights</p> <p><i>*Note: Pricing to be provided for the total site / milestone.</i></p>		<p>R..... (Excl. VAT)</p>
<p>3.2 Removal of restrictive title conditions (if required)</p> <p><i>*Note: Pricing to be provided for the total site / milestone.</i></p>		<p>R..... (Excl. VAT)</p>
<p>Item 4: Pegging of approved stands and submission of- and approval of an amended General Plan.</p> <p><i>*Note: Pricing to be provided for the total site / milestone and shall</i></p>		<p>R..... (Excl. VAT)</p>

<i>include Surveyor General Examination fees</i>		
SUB-TOTAL (EXCL. VAT)		
CONTINGENCIES (@ 15% max)		
SUB-TOTAL (INCL. CONTINGENCIES)		
VAT (@ 15%)		
GRAND TOTAL (INCL. VAT)		

In respect of claims note the following:

1) Project Plan.

- No remuneration will be payable for this milestone.

2) Contingencies

- Claims for contingencies will not be considered unless:
 - A valid reason is given based on a comment/comments received from an internal or external Department.
 - formal motivation and cost estimates are submitted by the Service Provider; and,
 - formal approval for additional work as per the submitted cost estimation is provided by the Group Head: Human Settlement, or delegated official.
- Claims for contingencies will only be considered in the event that additional work is required outside the scope of the original project specifications and resultant appointment and or legislative fee structure changes e.g. Surveyor General Examination fee changes, but pending approval by Group Head: Human Settlement, or delegated official.
- Contingencies will only apply to unforeseen additional work that may be required during the lifespan of the project, and will not be applicable for escalation of quoted milestone amounts, unless additional work which falls outside the scope of the original project specifications is required, and pending approval by the Group Head: Human Settlement, or delegated official.

3) Other

- Claims will not be processed for payment purposes unless evidence of work done, submission and or approval is attached.
- If a milestone is no longer applicable, your Company will be remunerated for work undertaken to date. In this instance, the full amount quoted amount would therefore not be claimable. However, note that your Company may not proceed with any work unless specific instruction is provided by the Human Settlement Department.
- Note that all claimable percentages mentioned above may change through the sole discretion of the Human Settlement Department due to circumstances and should this be required.

PROJECT COMPLETION.

Service

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All reasonable steps must be taken by your Company to ensure that the project is completed within 36 months from the effective date mentioned in the main part of this Service Level Agreement.

Note that the CoT may amend the timeframes for the completion of the milestones within reasonable limits.