a world class African city

FACILITIES MANAGEMENT SERVICES AGREEMENT

BID NUMBER: COJ/TRP002/25 -26

Between

CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

and

SSG FACILITIES (PTY) LTD, REGISTRATION NUMBER 2014/031087/07;

IN RESPECT OF THE

Johannesburg International Transport Interchange (JITI)

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1 Parties

1.1 This Facilities Management Services Agreement is concluded between the City of Johannesburg Metropolitan Municipality, a municipality established in terms of (Section 12(1) read with Section 14(1) of the Local Government: Municipal Structures Act 117 of 1998, as promulgated under Notice 6766 of 2000 in the Gauteng Provincial Gazette Extraordinary No. 141 dated 1 October 2000) (the "City"), and [SSG Facilities (Pty) Limited], registration number [2014/031087/07], VAT registration number [INSERT VERIFIED VAT REGISTRATION NUMBER] (the "Service Provider").

1.2 Each Party warrants that it has the legal capacity and authority to enter into and perform this Agreement and has obtained all approvals and authorisations required for its execution and performance, subject in the case of the City to applicable municipal delegations and statutory requirements.

2 Interpretation

2.1 The headings to the clauses of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

2.2 Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

a) "Agreement" means this executed and signed Service Level Agreement, the Contract Documents and all Schedules and annexures forming part of it, as lawfully amended in writing;

b) "City" means the City of Johannesburg Metropolitan Municipality;

c) Service Provider means SSG Facilities (Pty) Ltd, registration number 2014/031087/07;

d) "Parties" means the City and the Service Provider, and Party shall, as the context requires, mean either one of them;

e) "Signature Date" means the date on which the last Party signing, signs this Agreement;

f) "Accepted Bid" means the Service Provider's bid as accepted by the City, excluding any qualification or departure not expressly accepted in writing.;

g) "Applicable Law" means the Constitution, legislation, municipal by-laws, permits, standards and binding directives applicable to the City, the Property or the Services.;

h) "Business Day" means a day other than a Saturday, Sunday or public holiday in the Republic of South Africa.;

i) "City Representative" means the person appointed in the Contract Data, or a replacement notified in writing, to administer the Contract for the City.;

j) "Commencement Date " means the date agreed in writing between the Parties for commencement of the Services following the award of the Contract and fulfilment of all applicable statutory, procurement and contractual requirements, including compliance with section 33 of the Local Government: Municipal Finance Management Act 56 of 2003 (MFMA), to the extent applicable.;

k) "Contract Documents" means the documents listed in clause 6, as amended only in accordance with this Contract.;

l) "Contract Period" means [9 years and 11 months from the Commencement Date], which shall not exceed nine years and eleven months from the Commencement Date, unless lawfully terminated earlier, and subject to all applicable statutory and municipal requirements.;

m) "Contract Price" means the accepted Contract Price or ceiling stated in the final award and Accepted Pricing Schedule, namely six hundred and seventy-nine million, seventy-five thousand, two hundred and

twenty-two rands and forty cents (R679,075,222.40), subject to the accepted non-firm price-adjustment mechanism and any lawful written amendment.;

n) “Defect” means any omission, failure, deficiency, non-compliance or departure from the Contract, Applicable Law, manufacturer requirements or Good Industry Practice.;

o) “Emergency” means an event posing an actual or imminent risk to life, public safety, property, essential operations, revenue, security or the environment.;

p) “Good Industry Practice” means the degree of skill, care, diligence, foresight and operating practice reasonably expected from a competent and experienced integrated facilities-management provider.;

q) “JITI / Property” means the Johannesburg International Transport Interchange situated on Portion 27 of the Farm Johannesburg 91 IR and adjacent Erf 603 Newtown Extension 1, including all buildings, systems, public areas and assets placed under management;

r) “KPI” means a key performance indicator in Schedule 3 or an approved performance plan.;

s) “Municipal Charges” means rates, taxes, electricity, water, sewerage, refuse and other municipal or internal City charges relating to the Property.;

t) “Services” means all facilities, property, letting, revenue, maintenance, cleaning, waste, pest-control, security, Occupational Health and Safety, administration, reporting and related obligations under the Contract Documents.;

u) “Service Provider Representative ” means the authorised representative named in the Contract Data.;

v) “Subcontractor” means a person appointed by the Service Provider to perform any part of the Services, whether directly or through another tier.;

w) “Tenant” means any lessee, trader, operator, advertiser, parking user, licensee or other authorised occupier or user of the Property.;

2.3 Any reference in this Agreement to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.

2.5 Unless the context dictates otherwise, an expression which denotes any gender includes the other; and reference to a natural person includes an artificial person and to the singular includes the plural, and vice versa in each case.

2.6 The Schedules and annexures to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such Schedules and annexures.

2.7 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.

2.8 In the event that the day for payment of any amount due in terms of this Agreement should fall on a day that is not a Business Day, the relevant date shall be the subsequent Business Day.

2.9 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.

2.10 The use of the word including followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example or examples.
2.11 The rule of construction that, in the event of ambiguity, the Agreement shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.

3 Appointment
3.1 The City owns and is responsible for the Johannesburg International Transport Interchange situated on Portion 27 of the Farm Johannesburg 91 IR and Erf 603 Newtown Extension 1.
3.2 The City requires an integrated facilities and property management service for JITI, including maintenance, letting, revenue administration, transport operations, security, cleaning and related management and administrative services.
3.3 The Service Provider warrants that it has the skill, capacity, systems, personnel and experience committed in its Accepted Bid and required by the Contract Documents to render the Services.
3.4 Upon execution following completion of the award particulars, the City appoints the Service Provider to provide the Services on the terms of the Contract Documents, and the Service Provider accepts that appointment.
3.5 This Agreement constitutes the final written service level agreement required by tender clause 1.16.3 and records the Special Conditions governing the Services, read together with the incorporated Government General Conditions of Contract.

4 Relationship
4.1 The legal relationship between the City and the Service Provider shall be that of principal and independent contractor. Nothing in this Agreement shall be construed as creating a partnership, joint venture or employment relationship between the Parties.
4.2 The Service Provider is an independent contractor and not an agent, employee, partner or joint venturer of the City, except to the limited extent expressly authorised in writing for property administration.
4.3 The Service Provider has no authority to bind the City, incur debt in its name, waive City rights, vary tariffs, conclude a lease, compromise a claim or make a representation on the City’s behalf without written authority.

5 Commencement and Duration
5.1 Notwithstanding the Signature Date, the Services shall commence on the Commencement Date agreed in writing between the Parties following the award of the Contract and the fulfilment of all applicable statutory, procurement and contractual requirements such as that all applicable approvals have been obtained, including compliance with section 33 of the MFMA where required; including the prescribed public participation and consultation process and approval by the Municipal Council of the Agreement in the form in which it is to be executed, the Service Provider has provided authority, tax and municipal-account compliance, insurance, security (if required) and key-personnel details). To the extent that section 33 of the MFMA applies to this Agreement, the commencement of the Services and the incurring of any financial obligation by the City under this Agreement are subject to full compliance with section 33 of the MFMA, including—
5.1.1 the making public of the draft Agreement and an information statement summarising the City’s obligations under the proposed Agreement, and the invitation of comments and representations from the local community and other interested persons, in accordance with section 33(1)(a)(i) of the MFMA;

5.1.2 the solicitation and consideration of the views and recommendations of National Treasury, the relevant provincial treasury, the national department responsible for local government and any other organ of state whose views or recommendations are required by law;
5.1.3 consideration by the Municipal Council of the City of the matters prescribed in section 33(1)(b) of the MFMA; and
5.1.4 the adoption by the Municipal Council of the resolution contemplated in section 33(1)(c) of the MFMA, including approval of this Agreement in the form in which it is to be executed and authorisation of the Municipal Manager to sign the Agreement on behalf of the City.Compliance with this clause is a statutory requirement and shall not be capable of waiver by either Party.
5.2 Performance of the Services before the Commencement Date is at the Service Provider's risk and does not create an entitlement.
5.3 The Contract Period shall be the awarded period inserted in Schedule 1 and shall not exceed nine years and eleven months. Mobilisation shall begin on the Commencement Date and shall not disrupt JITI operations.
5.4 The Service Provider shall submit and maintain an integrated mobilisation plan covering staffing, asset verification, condition assessment, tenant and revenue handover, security, helpdesk, emergency response, permits, records and service continuity, in accordance with the Services and any tender-aligned requirements forming part of the Contract Documents.
5.5 Any prior draft, oral statement or arrangement relating to the subject matter of this Agreement is superseded to the extent that it is not incorporated into the Contract Documents.

6 Contract Documents and Order of Precedence
6.1 The Government General Conditions of Contract are incorporated without alteration. If a provision of the GCC and a Special Condition in this Agreement cannot reasonably be read together, the Special Condition prevails only to the extent of that inconsistency, as contemplated in GCC clauses 2.2 and 2.3.
6.2 The following documents together constitute the Contract. They are complementary and shall be read as one instrument. If an inconsistency cannot reasonably be reconciled, the document appearing earlier in the order of precedence prevails, but only to the extent of the inconsistency:

RANK	CONTRACT DOCUMENT
1	This signed Facilities Management Services Agreement
2	Contract Data (Schedule 1)
3	Service Levels, KPIs and Remedies (Schedule 3)
4	JITI Scope of Services and deliverables (Schedule 2)
5	City-issued tender clarifications, addenda and written award/appointment letter
6	The City's bid specification and issued tender documents for COJ/TRP002/25-26
7	Accepted pricing schedule and bill/rates (Schedule 4)
8	Accepted Bid, including the accepted technical proposal, methodology, personnel and subcontracting commitments, but excluding any qualification or departure not expressly accepted by the City in writing

RANK	CONTRACT DOCUMENT
9	Government General Conditions of Contract, July 2010 / Amendment 1 of 2010

7 Scope and Service Provider Obligations

7.1 Facility Description

7.1.1 The Property is commonly known as the JITI and comprises Portion 27 of the Farm Johannesburg 91 IR and the adjacent Erf 603 Newtown Extension 1, both owned by the City of Johannesburg Metropolitan Municipality.

7.1.2 JITI comprises a multi-level building of up to four storeys, completed in 2021, developed as a national, cross-border and inter-provincial multimodal transport hub for buses and taxis, with associated retail, office, waiting, ticketing, ablution and storage facilities, it is 48,000 m² over four floors, two levels of taxi holding/parking, a retail block, 888 parking bays in the high-level scope description, and formal and informal retail, office, witing, ticket and storage spaces.

7.1.3 The bus and taxi ranking areas extend over three storeys and comprise concrete parking, pick-up and drive through areas designed to facilitate ingress and egress. Vehicles enter from Harrison Street and exit to Biccard Street. Travellers have access to the main building, including the ticket office, information centre, ablutions and shops.

7.1.4 The retail component includes mini-shops intended principally for informal trading, together with a waiting area and food court function. The administrative component includes A-grade air-conditioned offices, centrally located male and female ablutions and ticket booths/cashier facilities.

7.1.5 The facility is situated between Harrison Street and Queen Elizabeth Street in downtown Johannesburg, approximately one kilometre east of the M1 freeway and within walking distance of Park Station and the Park Gautrain Station. The surrounding area includes Newtown, Braamfontein and Marshallstown.

7.2 Building and Lettable Areas

7.2.1 For contract administration, asset management, letting and operational planning, the principal JITI components as follows:

7.2.1.1 Bus ranking bays: gross building area approximately 8 253 m²; 20 bays.

7.2.1.2 Taxi ranking bays: gross building area approximately 8 786 m²; 158 bays.

7.2.1.3 Taxi holding bays: gross building area approximately 21 797 m²; 648 bays.

7.2.1.4 Metered taxi bays: gross building area approximately 267 m²; 9 bays.

7.2.1.5 Drop-off bays: gross building area approximately 192 m², 16 bays.

7.2.1.6 Private vehicle bays: gross building area approximately 454 m²; 20 bays.

7.2.1.7 Retail space: approximately 3 098 m² gross building area and 3 098 m² gross lettable area.

7.2.1.8 Post office area identified for repurposing: approximately 250 m² gross building and lettable area.

7.2.1.9 Office space: approximately 1 342 m² gross building and lettable area.

7.2.1.10 Ablutions: approximately 496 m².

7.2.1.11 Storage: approximately 1 200 m².

7.2.1.12 Waiting area: approximately 98 m².

7.2.1.13 Ticket offices: approximately 87 m².

7.2.1.14 Total recorded gross building area: approximately 46 320 m²; total recorded gross lettable area: approximately 6 571 m².

7.2.2 The services footprint as four floors of approximately 48 000 m², including roof and basement storage facilities, with two levels of taxi holding facilities and parking and a retail block. Where any tender quantity, survey, drawing or later verified measurement differs, the verified measurement approved by the City shall govern operational administration without changing the agreed pricing basis.

7.3 High Level Scope of Work

7.3.1 The Service Provider shall provide facilities management services on behalf of the City across JITI, including the following high llevel scope:

7.3.1.1 condition assessments at the start, middle and close of the Contract Period;

7.3.1.2 planned and unplanned building maintenance, including access control, CCTV/security systems, building management systems, gates, air-conditioning, lighting and exterior maintenance in accordance with the approved maintenance plan;

7.3.1.3 management of the registration office in conjunction with the City for payments by operators in accordance with tariffs approved by the City;

7.3.1.4 letting and management of rental spaces, trading spaces, indoor and outdoor advertising, parking spaces and administration offices;

7.3.1.5 cleaning and waste management services;

7.3.1.6 pest control, fumigation and extraction services;

7.3.1.7 security services, including physical guarding, armed reaction and electronic monitoring;

7.3.1.8 administration of municipal services, including rates and taxes and other City internal charges, subject to City controls and approvals;

7.3.1.9 compliance with occupational health and safety requirements; and

7.3.1.10 drafting and administration, in conjunction with the City and its legal advisors, of house rules, lease agreements, user agreements and related operational instruments.

7.3.2 The Service Provider shall provide professional portfolio-based property management services in accordance with commercial best practice, including planned building life-cycle maintenance, utilities management, tenant recruitment and management, leasing and lease management, assistance with City revenue collection, payment administration, tenant liaison, management of relevant service level agreements, building maintenance, security and emergency services, cleaning, parking management, management information and reporting, statutory compliance and liaison with the City.

7.3.3 The service package structure in Schedule 2 is a consolidation of the Services and deliverables contained in the issued Terms of Reference, the detailed Scope of Work and the Accepted Bid. I

7.4 Detailed Scope of Work

7.4.1 Condition Assessments

7.4.1.1 The Service Provider shall conduct three comprehensive condition assessments with recommendations and cost estimates: the first within one month after appointment/commencement, the second at the midpoint of the Contract Period and the third at the end of the Contract Period.

7.4.1.2 Each assessment shall cover, where applicable, roof repairs, gutter systems, ceilings, HVAC, electrical compliance, plumbing leaks, painting, glassworks, balustrades, administration-block floor surfaces, sprinkler systems, fire extinguishers and hose reels, bus-parking surfaces, fencing, the

administration building, access control, building management systems, control-room CCTV systems and occupational health and safety building compliance.

7.4.2 Building Maintenance

7.4.2.1 appoint and manage contractors and negotiate and finalise service provider contracts and service level agreements, subject to City approval and procurement requirements;

7.4.2.2 administer payment of utility accounts and verify meter readings in conjunction with the City;

7.4.2.3 liaise with tenants and attend to tenant requirements;

7.4.2.4 arrange maintenance and preventative maintenance and submit proposals to the City for review and approval before implementation;

7.4.2.5 ensure building and service-provider compliance with occupational health and safety requirements, including maintenance of fire equipment and air-conditioning systems in common areas;

7.4.2.6 arrange tenant signage in accordance with applicable leases and in conjunction with the City;

7.4.2.7 provide for parking-management solutions, security and emergency services, plumbing, electrical, air-conditioning and lift-maintenance services;

7.4.2.8 provide landscaping, including garden maintenance, tree pruning and weed removal, and report urban-management issues to the relevant City departments and entities;

7.4.2.9 procure specialised-equipment maintenance through approved original equipment manufacturers as pass-through costs where authorised, including approved administration fees; and

7.4.2.10 ensure that maintenance work is procured and performed transparently and competitively and only after required City approval.

7.4.3 Property Management

7.4.3.1 manage JITI to maximise property performance;

7.4.3.2 implement authorised capital expenditure and refurbishments necessary to maintain JITI, but incur expenditure only within an approved budget or after specific prior written City approval;

7.4.3.3 recommend strategies to maximise revenue performance and manage operating costs;

7.4.3.4 recommend letting procedures and leasing terms having regard to prevailing market conditions;

7.4.3.5 conduct rental-rate, leasing-term and market research when requested by the City;

7.4.3.6 maintain the public-liability insurance required under clause 18 and communicate insurance-relevant information and claims to the City timeously;

7.4.3.7 prepare, at least three months before each financial year, the required budget of anticipated income and expenditure with forward projections, for City review and approval where required;

7.4.3.8 attend monthly meetings during the first week of each month to consider financial reports, maintenance reports and related matters; and

7.4.3.9 ensure that utility recoveries for water and electricity reconcile to the City actual bill and that metering is undertaken in liaison with the relevant authorities.

7.4.4 Tenant Recruitment

7.4.4.1 recruit tenants in line with the City strategic development approach for transport, office and retail space, trader stalls and indoor and outdoor advertising space;

7.4.4.2 prepare and implement City-approved marketing strategies for vacant space;

7.4.4.3 advise the City on tenant mix and allocation of premises; and

7.4.4.4 submit tenant offers to lease to the City for consideration and acceptance.

7.4.5 Leasing and Lease Management

7.4.5.1 seek suitable tenants and assess prospective tenants' creditworthiness, trade history and suitability;

7.4.5.2 obtain written applications to lease and conduct negotiations in conjunction with the City;
7.4.5.3 prepare written leases substantially in the City-approved standard form and administer executed leases on behalf of the City;
7.4.5.4 withhold access until a tenant has a City approved executed lease and the required deposit, City approved surety or guarantee;
7.4.5.5 maintain complete electronic and hard-copy lease records, account for all rented space, review and update leases, perform reconciliations and maintain a professional lease-management and reporting system.
7.4.6 Rental Roll
7.4.6.1 accurately calculate and capture current lease rates and maintain a rent roll reconciled to rentable space;
7.4.6.2 report monthly on rent-roll status and variances;
7.4.6.3 assist the City with collection of rentals, deposits and other lease contributions, excluding litigation and/or legal proceedings; and
7.4.6.4 compile lease-accounting and related reports required by the City, including annual lease smoothing and property-valuation information where applicable.
7.4.7 Debt Management
7.4.7.1 assist the City to manage bad debts effectively and efficiently;
7.4.7.2 advise the City on controls to limit bad debt; and
7.4.7.3 assist the City to formulate and execute strategies to address bad debt.
7.4.8 Arrears Management
7.4.8.1 The Service Provider shall assist the City to manage collections effectively and efficiently and to enforce applicable payment dates and approved collection processes.
7.4.9 Legal Process
7.4.9.1 liaise with attorneys and supervise authorised legal actions, with quarterly reporting or such other reporting intervals as the City may require; and
7.4.9.2 manage authorised legal recovery processes to optimise recoveries and minimise losses.
7.4.10 Tenant Installations
7.4.10.1 manage and supervise tenant installations;
7.4.10.2 ensure installation terms are negotiated at the entry stage; and
7.4.10.3 ensure installations and refurbishments meet site standards and receive the required Facilities Manager/City approval.
7.4.11 Leasing Procedures
7.4.11.1 update and develop leasing procedures in consultation with the City, including lease documentation, condition of leased premises, occupancy procedures and legal-compliance procedures; and
7.4.11.2 ensure approved procedures are applied consistently.
7.4.12 Performance Management
7.4.12.1 establish all necessary management and control systems;
7.4.12.2 maximise property value and reduce operating costs;
7.4.12.3 enable tenants to operate effectively and efficiently; and
7.4.12.4 maintain high client-satisfaction levels through competitive service.
7.4.13 Reporting Requirements

7.4.13.1 report monthly, or at such other intervals and in such format as the City requires, on the Service Provider's functions and operations;
7.4.13.2 provide a monthly operating statement recording rentals and other revenue and expenditure;
7.4.13.3 submit an annual Operating Plan for City review and approval setting out proposed operations for the succeeding calendar year;
7.4.13.4 prepare an annual reconciliation of common-area expenses and assessments;
7.4.13.5 obtain and check tenant turnover statements where applicable, present them and report thereon; and
7.4.13.6 prepare straight-lining calculations where applicable.
7.4.14 Revenue Collection
7.4.14.1 The City remains responsible for revenue collection and for ensuring that all collected money is paid into a municipal bank account in accordance with section 8 of the MFMA. The Service Provider shall assist the City with billing, collection administration and reconciliation of rentals, deposits, parking, advertising, operator charges and other approved revenue, but shall not open, control or substitute a collection account except under an express lawful written mandate. Any function requiring the Service Provider to act for or bind the City must be supported by an express written mandate or delegation defining the extent of that authority; administrative billing, collection and reconciliation functions do not themselves confer powers reserved to the City. All receipts belong to the City and shall be paid directly into a City-approved bank account or approved collection platform.
7.4.14.2 The Service Provider shall support revenue administration using auditable controls and reconciliations appropriate to the functions assigned to it, in accordance with City-approved procedures and systems. The Service Provider shall not set off its fees, costs or claims against City revenue. Any shortfall, unexplained variance or unauthorised adjustment identified in records of revenue collected shall be reported promptly and dealt with under the Contract and Applicable Law.
7.4.14.3 Revenue streams include general rental from bus ticket stations, offices, retail and informal trading; rank and holding revenue from metered taxi parking, taxi ranking, taxi holding and bus ranking; and other revenue from storage, advertising, the post office, ablutions and waiting areas, in each case subject to the approved financial model and tariffs.

7.5 Service Provider Obligations
7.5.1 The Service Provider shall provide a fully integrated, accountable and auditable facilities and property management service for JITI. The Services include all management, labour, supervision, systems, tools, consumables and coordination reasonably necessary to achieve the outputs in the Contract Documents.
7.5.2 No reference to a particular task limits the Service Provider's responsibility for connected tasks reasonably necessary for a safe, lawful, clean, secure, operational and commercially managed transport interchange.
7.5.3 The Service Provider shall perform with Good Industry Practice; protect the City's assets and reputation; maintain continuity of essential services; comply with instructions and Applicable Law; and cooperate with City departments, operators, tenants, emergency services and auditors.
7.5.4 The Service Provider shall immediately notify the City of any material risk, illegality, unsafe condition, loss, fraud, system failure, revenue leakage, conflict of interest or matter likely to affect time, cost, quality or public operations.

8 City Obligations

8.1 The City shall provide reasonable access, including access reasonably necessary to leased or occupied premises for performance of the Services, available baseline records, written delegations and timely decisions necessary for performance. Access to leased or occupied premises is subject to the applicable lease, lawful notice requirements, security requirements, occupier rights and Applicable Law and does not confer an unrestricted right of entry. The City remains owner of the Property and retains all statutory and policy powers.

8.2 The City's review, approval, inspection, payment or failure to comment does not relieve the Service Provider of responsibility or amount to acceptance of defective performance.

9 Mobilisation, Site Inspection, Condition and Asset Management

9.1 Site Inspection and Sufficiency of Accepted Rates

9.1.1 The Service Provider acknowledges that, before submitting its Bid, it inspected or was afforded a reasonable opportunity to inspect the Property, examined the Tender Documents and available information, and satisfied itself as to the nature, extent, location and operational conditions of the Services, including the personnel, equipment, systems and other resources required for their proper performance.

9.1.2 Subject to any matter expressly identified in the Contract Data, the Service Provider shall not be entitled to additional payment merely because it failed to appreciate a condition that a competent and experienced facilities-management service provider could reasonably have identified from the Tender Documents or during the compulsory site inspection.

9.2 Condition Assessments and Asset Register

9.2.1 The Service Provider shall perform documented condition assessments at commencement, mid-term and handback, and additional targeted assessments when reasonably required.

9.2.2 The opening condition assessment, with recommendations and cost estimates, shall be completed and submitted within one month after the Commencement Date. It shall cover every applicable infrastructure component identified in the issued Terms of Reference, including roofs, gutters, ceilings, HVAC, electrical compliance, plumbing, paintwork, glazing, balustrades, floor surfaces, sprinklers, fire equipment, parking surfaces, fencing, administration buildings, access control, building systems, control-room CCTV and OHS compliance.

9.2.3 The initial assessment shall establish a photographic and costed baseline, verify quantities and condition, identify statutory defects and lifecycle risks, and reconcile the asset register.

10 Maintenance, Defects, Materials and Technical Work

10.1 Maintenance Management

10.1.1 The Service Provider shall prepare and implement annual and rolling lifecycle maintenance plans covering planned, preventative, predictive, statutory, reactive and emergency maintenance.

10.1.2 The Service Provider shall maintain buildings, external works, access control, CCTV, gates, lighting, air-conditioning, fire and life-safety systems, plumbing, drainage, electrical systems, lifts and all assets identified in the register. Maintenance records shall show work orders, response times, costs, parts, photographs, sign-off and recurring defects.

10.1.3 No capital replacement or material alteration may be undertaken by the City's without written approval, except immediate action reasonably necessary to protect life or prevent material damage, followed by written notice as soon as reasonably practicable.

10.2 Correction of Defects and Defective Services

10.2.1 The City may at any time in writing notify the Service Provider of a Defect in the Services, workmanship, materials, equipment, records or deliverables. A Defect includes a failure to meet a service level, defective or incomplete maintenance, non-compliant cleaning or security services, inaccurate revenue or asset records, failure to perform scheduled work and any departure from the Contract Documents, Applicable Law or Good Industry Practice.

10.2.2 The Service Provider shall promptly investigate the Defect and, within the period prescribed by the applicable KPI or, where no period is prescribed, within a reasonable period specified by the City having regard to the nature, urgency and operational or safety consequences of the Defect, repair, replace, reperform or otherwise make good the Defect and all reasonably necessary reinstatement.

10.2.3 Where the Defect results from breach of this Contract, negligence, defective workmanship, failure to comply with good industry practice or the act or omission of the Service Provider or a Subcontractor, all investigation, corrective work, testing and reinstatement shall be performed at the Service Provider’s cost.

10.2.4 If the Service Provider fails to correct the Defect within the required period, the City may correct it itself or through another service provider and recover the reasonable additional cost from the Service Provider. Any inspection relating to a Defect shall be exercised reasonably and proportionately, provided that the City may inspect immediately where safety, security, revenue, statutory compliance or material risk to the Property requires it. Correction of a Defect does not relieve the Service Provider from liability for resulting loss, damage or recurring failure.

10.2.5 The City reserves the right to inspect any of the Services performed by the Service Provider. If any Service is defective, incomplete, rejected or does not comply with the Contract Documents, the City may reasonably require the Service Provider to re-perform, remove, replace or remedy it within a reasonable time at the Service Provider's cost. Acceptance, use, inspection, certification or payment shall not release the Service Provider from its contractual obligations or liability for defective or non-compliant Services.

10.3 Materials, Replacement Equipment and Warranties

10.3.1 All materials, replacement parts, equipment and components incorporated into the Property shall be new, unused, fit for their intended purpose, compliant with the Contract Documents and Applicable Law, compatible with the relevant asset or system, supported by the manufacturer and of a quality not less than that of the item replaced. Separate City approval is not required for routine consumables or genuine like-for-like replacements within the approved scope, maintenance plan, accepted rates and technical standards. Prior written City approval remains required for a material departure from specification, capital replacement, material alteration, additional or pass-through expenditure, a Variation or any other matter expressly requiring approval under the Contract Documents.

10.3.2 All materials, replacement parts, equipment and components paid for by the City and incorporated into the Property shall become the property of the City free of any lien, retention of title claim or other encumbrance.

10.3.3 The Service Provider shall obtain and transfer or cede to the City the benefit of all manufacturer, supplier and Subcontractor warranties and shall provide the related certificates, manuals, licences, maintenance requirements and proof of purchase. If a warranty cannot lawfully be transferred, the Service Provider shall enforce it for the City’s benefit at no additional charge.

10.3.4 The warranty period for an installed or replaced item shall be the period stated in the applicable specification or manufacturer warranty, whichever is longer, unless the City approves otherwise. Continuing Services remain subject to performance measurement throughout the Contract Period.

10.4 Inspection, Testing and Acceptance of Technical Work

10.4.1 Any material repair, replacement, installation or upgrade shall be subject to the inspections, functional tests, statutory tests and commissioning procedures required by the Contract Documents, Applicable Law, the manufacturer and Good Industry Practice. This includes, where applicable, work on lifts, fire detection and suppression systems, electrical installations, HVAC, CCTV, access control, pumps, lighting and other safety critical or technical assets.

10.4.2 Completion or acceptance shall not be certified until the Service Provider has delivered the applicable test results, compliance certificates, warranties, manuals, licences, as-built information, photographs and asset register updates and the City Representative has accepted the work in writing.

10.4.3 Routine Services remain subject to monthly performance assessment, KPI measurement, work-order closure, inspection and payment certification.

10.4.4 Where an additional inspection, test or analysis required by the City confirms that the relevant work, equipment or Service complies with the Contract, the City shall bear the reasonable cost of that additional inspection, test or analysis unless it was already required by the Contract Documents. Where any inspection, test or analysis establishes non-compliance, the Service Provider shall bear the cost of the inspection, test or analysis together with all costs of correction, retesting and reinstatement.

10.4.5 Inspection, testing, certification, payment or use by the City shall not relieve the Service Provider from liability for a latent or subsequently discovered Defect.

10.5 Spare Parts, Obsolescence, Manuals and Training

10.5.1 The Service Provider shall identify and maintain, or procure within reasonable response the critical spare parts and consumables reasonably necessary for the continued operation of lifts, fire and life-safety systems, HVAC, electrical installations, pumps, CCTV, access-control systems and other technical assets included in the Services. Stock levels, ownership, storage, shelf life and replenishment arrangements shall be recorded in the approved maintenance plan and asset records.

10.5.2 The Service Provider shall notify the City promptly upon becoming aware that any material part, component, equipment item, software licence or manufacturer support is to be discontinued, become obsolete or cease to be reasonably available. The notice shall identify operational and lifecycle consequences, remaining sources and stock, compatible alternatives, lead times and a costed replacement or migration recommendation. No replacement or migration may be implemented without the approval required by the Contract.

10.5.3 For each material installation, replacement or upgrade, the Service Provider shall deliver complete operating and maintenance manuals, drawings and as-built information, specifications, licences, warranties, test and commissioning records, recommended spares, maintenance schedules and supplier support details in an editable or searchable format acceptable to the City.

10.5.4 The Service Provider shall provide appropriate operational and maintenance training, knowledge transfer and reasonable technical assistance to designated City personnel for each new or materially altered system or item of equipment. Training records and competency confirmations shall be included in the completion and handover documents, and the cost is included in the applicable accepted rate unless expressly priced otherwise in an approved instruction.

11 Property, Tenant and Operator Management

11.1 Property, Tenant and Lease Management

11.1.1 The Service Provider shall market, manage and let all City-authorised retail stalls, shops, offices, storage areas, trading spaces, advertising spaces, parking areas and other commercial areas situated at the Property.

11.1.2 The Service Provider shall market and let authorised rental, trading, advertising, parking and office spaces; recruit and vet prospective tenants; administer leases and user agreements; maintain an occupancy register; monitor compliance; and manage renewals, expiries and handovers.

11.1.3 All lease and user forms, allocations, rentals, escalations, concessions and deviations require City approval. The Service Provider may not confer a real right, exceed its written mandate or promise renewal. Tenant deposits and revenue are City funds and shall be handled only through approved accounts and controls.

11.2 Rent Roll, Tenant Installations and Lease Accounting

11.2.1 The Service Provider shall maintain a complete rent roll recording all rentable space, occupation status, current lease rates, escalations, deposits, guarantees, recoveries, commencement and expiry dates, arrears and approved concessions. The rent roll shall be reconciled monthly to the rentable-area register, lease records and City financial records, with all variances reported and corrected.

11.2.2 Where applicable, the Service Provider shall obtain and check tenant turnover statements, present and report on those statements, prepare annual lease-smoothing and straight-line lease calculations, and perform the annual reconciliation of common-area expenses and assessments in the format required by the City.

11.2.3 The Service Provider shall manage and supervise tenant installations and refurbishments. No work may commence without the required City approval, approved drawings or method statements and proof of legal and technical compliance. All work shall meet the maintained standards of the Property, and the Service Provider shall update the condition and asset records on completion.

11.3 Registration Office and Operator Management

11.3.1 The Service Provider shall manage the registration office jointly with the City, maintain verified operator and vehicle records, administer access and payments using City-approved tariffs, and reconcile access rights with receipts and operational records.

11.3.2 The Service Provider shall apply approved house rules fairly and shall not create, change or waive a tariff, permit or operating right.

12 Revenue, Municipal Accounts and Recovery

12.1 Revenue, Collections and Financial Controls

12.1.1 The City remains responsible for revenue collection and for ensuring that all collected money is paid into a municipal bank account in accordance with section 8 of the MFMA. The Service Provider shall assist the City with billing, collection administration and reconciliation of rentals, deposits, parking, advertising, operator charges and other approved revenue, but shall not open, control or substitute a collection account except under an express lawful written mandate. Any function requiring the Service Provider to act for or bind the City must be supported by an express written mandate or delegation defining the extent of that authority; administrative billing, collection and reconciliation functions do not themselves confer powers reserved to the City. All receipts belong to the City and shall be paid directly into a City-approved bank account or approved collection platform.

12.1.2 The Service Provider shall support revenue administration using auditable controls and reconciliations appropriate to the functions assigned to it, in accordance with City-approved procedures and

systems. The Service Provider shall not set off its fees, costs or claims against City revenue. Any shortfall, unexplained variance or unauthorised adjustment identified in records of revenue collected shall be reported promptly and dealt with under the Contract and Applicable Law.

12.2 Debt, Arrears and Legal Recovery Support

12.2.1 The Service Provider shall maintain accurate debtor and arrears ageing, identify default promptly, recommend and implement City-approved strategies to control bad debt, assist with enforcement of payment dates and report collection action and outcomes at least monthly.

12.2.2 Subject to the City's written authority and legal-services requirements, the Service Provider shall liaise with attorneys appointed by or under the authority of the City in accordance with the applicable City process, provide complete supporting records, monitor and supervise recovery processes, and report on legal action at least quarterly or at another interval instructed by the City. The Service Provider has no authority to appoint attorneys, compromise a debt, commence proceedings or incur legal costs for the City without the required written approval.

12.3 Municipal Services and Accounts

12.3.1 The Service Provider shall verify meter readings and utility accounts, administer and, where expressly mandated, arrange payment of Municipal Charges. The City shall provide or facilitate the authority reasonably required for access necessary to perform these Services, subject to applicable leases, occupier rights, lawful notice requirements, security procedures and Applicable Law; no unrestricted right of entry is conferred. The Service Provider shall monitor consumption, investigate anomalies, prevent avoidable losses and reconcile water, electricity and other utility recoveries to the City's actual accounts in liaison with the relevant authorities.

12.3.2 No payment shall be made from City funds without approved supporting documents and delegations. Liability for rates, taxes or utilities remains allocated by law and the Contract Data; administrative responsibility does not itself transfer the underlying liability.

13 Consideration, Invoicing and Payment

13.1 As consideration for the Services performed in terms of this Agreement, the City shall pay the Service Provider the rates and amounts lawfully due in accordance with the accepted Pricing Schedule in Schedule 4.

13.2 The fees payable by the City shall be paid by electronic funds transfer into the bank account nominated by the Service Provider and verified in accordance with the City's supplier and banking controls. The Service Provider shall provide the following verified banking particulars:

Bank: [insert];

Account Name: [insert];

Account Number: [insert];

Branch Name: [insert];

Branch Code: [insert].

13.3 The Contract Price is set out in this Agreement and no variation to the Contract Price shall be permitted save for with compliance with clause 21.

13.4 Payment shall be made by electronic funds transfer strictly in accordance with this Agreement and the City's applicable payment controls.

13.5 Payment of monies due shall be made only against invoices that are correctly addressed, complete, supported by the required records, verified and certified in accordance with this Agreement.

13.6 Contract Price and Non -firm Nature

13.6.1 The Contract Price or ceiling is six hundred and seventy-nine million, seventy-five thousand, two hundred and twenty-two rands and forty cents (R679,075,222.40) and is the maximum aggregate contractual amount arising from the accepted award and pricing, subject only to the accepted price-adjustment mechanism and lawful written Variations. It is not a guaranteed minimum spend, quantity or entitlement beyond Services lawfully ordered, delivered and certified under the Contract.

13.6.2 The applicable annual sums, unit rates, hourly rates, quantities, disbursements and other pricing bases are those in the accepted Pricing Schedule and the accepted MBD 3.2/MBD 3.3 documents. No increase in cost, wages, exchange rates, occupancy, utilisation, quantities or other assumptions creates an entitlement beyond the accepted pricing basis except through the conactual price-adjustment mechanism or a lawful written variation under clause 21.

13.6.3 Any annual budget, operating plan, forecast, approved maintenance plan or internal City allocation is a control and planning instrument only. Subject to the terms of this Agreement. it does not constitute a guaranteed order, guaranteed quantity or minimum spend and does not itself vary an accepted rate or create a payment entitlement.

13.7 Invoicing and Payment

13.7.1 The Service Provider shall submit a consolidated monthly payment claim and valid tax invoice supported by the approved monthly performance and payment certificate. The claim shall identify each charged pricing item, the applicable accepted rate or annual sum, the period or verified quantity, VAT, any purchase order or authorised work order where applicable, the relevant service-package performance result, deductions or service credits, and the supporting records required by Schedule 4. Evidence shall include proof of delivery or completion, job cards and sign-offs for work performed, payroll or subcontractor evidence where contractually required, supplier invoices for authorised pass-through amounts, and the applicable revenue, deposit, utility and account reconciliations.

13.7.2 Subject to receipt of a valid, complete and properly certified invoice and fulfilment of the applicable contractual requirements, the City shall pay each undisputed amount within thirty (30) calendar days after receipt of the invoice, or within any shorter period mandatorily prescribed by Applicable Law. If an invoice is disputed or materially incomplete, the City shall notify the Service Provider in writing of the reason as soon as reasonably practicable and shall pay the undisputed portion within the same period.

13.7.4 The disputed invoices shall be resolved between the Parties within 15 (fifteen) calendar days from receipt of the written notification from the City.

13.7.5 Should the disputed invoices not be resolved within 15 (fifteen) calendar days, then such dispute shall be dealt with in accordance with clause 23 of this Agreement.

13.7.6 Subject to clauses 13.7.4 and 13.7.5, the City may withhold any disputed, unsupported, unauthorised, defective, duplicated or non-compliant amount and may correct a certification or payment following audit or reconciliation, but shall not withhold amounts that are properly due and undisputed. Payment, certification, use of the Services or failure to identify a Defect at the time of payment does not constitute acceptance, prevent later recovery or waive any City right.

13.7.7 The Service Provider shall not recover the same cost more than once through a management fee, annual sum, labour rate, material rate, disbursement, pass-through amount or other pricing item. Where a cost is included in an accepted rate or annual sum, it is not separately reimbursable unless the accepted Pricing Schedule expressly provides otherwise.

13.7.8 No amount requiring prior City approval, a purchase order, work order, delegated instruction or variation is payable without that approval or authority, except the minimum emergency protective work expressly permitted by this Agreement. Administrative review, site presence, verbal discussion or receipt of an invoice does not constitute approval.

13.7.9 The City shall be liable for interest on all overdue amounts at a rate equal to the prime overdraft-lending rate charged by First National Bank on an unsecured basis from time to time plus 3% (three percent) as well as all legal cost of recovering the overdue amounts, including but not limited to collection commission, bank charges and legal costs on an attorney and own client scale (which will include disbursements and counsel fees).

13.8 Taxes, Duties and Price Adjustment

13.8.1 Prices include all taxes, duties, overheads and costs except VAT shown separately. VAT is payable only against a valid tax invoice and to the extent legally chargeable.

13.8.2 The tender expressly provides for non-firm pricing subject to escalation under MBD 3.2 and the professional-services pricing arrangements in MBD 3.3. Price adjustment shall therefore apply only in accordance with the MBD 3.2/MBD 3.3 factors, weightings, formula, indices, base date, exchange-rate information, fixed portion and other parameters actually submitted and accepted as part of the Service Provider's Bid and incorporated in Schedule 4. No different escalation mechanism may be introduced after award except by a lawful written amendment permitted by the procurement framework.

13.8.3 A claim for a contractual price adjustment shall identify the affected pricing items, calculation period, accepted MBD formula and factors, applicable published indices or exchange-rate evidence, base values and resulting adjustment. An adjustment shall not apply to a cost element that the accepted MBD documents identify as fixed or non-adjustable and shall not be duplicated through a variation or other claim.

13.8.4 Rebates, discounts, credits, refunds and similar financial benefits relating to an authorised reimbursable or pass-through cost shall accrue to the City or be credited in the next payment claim, unless the accepted Pricing Schedule expressly provides otherwise.

14 Service Levels, Standards, Measurement and Reporting

14.1 Service Management System and Helpdesk

14.1.1 The Service Provider shall operate the management and control systems, reporting channels and work-order arrangements required by the issued tender and its Accepted Bid, capable of logging, prioritising, escalating, tracking and closing maintenance, service and incident matters. Emergency reporting arrangements shall be continuously available where required for the security and emergency services forming part of the Scope.

14.1.2 The City shall have access to dashboards and source records. Data shall be exportable in an open, commonly readable format and shall remain City information.

14.2 Plans, Manuals and Operating Procedures

14.2.1 The Service Provider shall prepare, maintain and, where applicable, submit for City approval plans for mobilisation, maintenance, leasing, revenue assurance, cleaning, waste, pest control, security, OHS, emergencies, business continuity, disaster recovery, stakeholder communication, quality and handback, as required for the proper performance of the Services.

14.2.2 At least three months before the beginning of each City financial year, the Service Provider shall prepare a budget of anticipated income and expenditure for the Property for the following twelve-month period, together with forward projections. If required by the City, the Service Provider shall submit the budget for approval at the beginning of the relevant financial year in the City's required format. The Service Provider shall also submit an annual Operating Plan for City review and approval setting out the proposed operations for the succeeding calendar year.

14.2.3 Approval does not reduce responsibility. Plans shall be reviewed at least annually and after material incidents or changes. The Service Provider may commit expenditure only within the approved budget and delegated authority; capital expenditure exceeding or falling outside an approved budget requires a prior written motivation and City approval.

14.3 Service Levels and Performance

14.3.1 Performance shall be measured against t//his Agreement, including the Service Levels, KPIs and Remedies in Schedule 3. The Service Provider shall provide reliable source data and participate in monthly and quarterly reviews. The Parties shall meet during the first week of each month to consider, at minimum, the monthly financial report, maintenance report, KPI results, material risks and other operational matters.

14.3.2 A KPI score does not replace the obligation to perform every requirement. Persistent or serious failure, manipulation of data, recurring defects or failure to implement a corrective plan constitutes material breach.

14.3.3 The Service Provider shall continuously monitor and manage the Services and shall provide the City with performance reports at the intervals specified in Schedule 5, setting out compliance with the Scope of Services, service levels and KPIs, incidents, corrective action, recommendations and outstanding matters.

14.4 Service Credits, Penalties and Corrective Action

14.4.1 Where Schedule 3 expressly identifies and quantifies a service credit or penalty, including its trigger, calculation and any applicable cap, and the provision is consistent with the issued tender and Accepted Bid, the City may deduct it from amounts due after giving the Service Provider a reasonable opportunity to respond. No new post-award penalty regime is created by this Agreement. The remedy is without prejudice to specific performance, damages, recovery of additional cost or termination, but the City shall not recover twice for the same loss or failure.

14.4.2 Where a material or recurring service failure occurs, the Service Provider shall conduct a root-cause analysis and submit and implement a time-bound corrective action plan. Failure to implement the corrective action plan constitutes a separate breach.

14.5 Inspection, Audit and Access

14.5.1 The City, Auditor-General and authorised regulators may inspect the Services, Property, personnel records relevant to performance, systems, accounts and supporting documents on reasonable notice, or without notice where fraud, safety, security or revenue risk is suspected.

14.5.2 Records shall be retained for the period required by Applicable Law and the Contract Documents. The Service Provider shall provide the City and its authorised auditors with access to records relating to performance of the Contract in accordance with GCC clause 5.4 and applicable law.

14.6 Reporting

14.6.1 Reports shall be accurate, complete, timely and supported by auditable source records. Required reports include daily incidents and collections, monthly performance and finance packs, quarterly governance reviews, annual maintenance and budget plans, statutory reports and ad hoc risk reports.

14.6.2 A report accepted for administrative purposes may later be corrected or challenged if inaccurate.

15 Personnel, Subcontracting, B -BBEE and Compliance

15.1 Personnel and Key Persons

15.1.1 The Service Provider shall deploy sufficient competent personnel. Key persons may not be replaced without prior written approval, except temporary emergency replacement, and replacements must have equivalent or better qualifications and experience.

15.1.2 The City must in writing require removal of a person for misconduct, incompetence, security risk, conflict or material non-compliance. The Service Provider remains solely responsible for employment obligations and labour relations.

15.2 Subcontracting

15.2.1 No material part of the Services may be subcontracted without prior written City approval. Approval does not create a contract between the City and Subcontractor or relieve the Service Provider of any obligation.

15.2.2 The Service Provider shall comply throughout the Contract Period with every subcontracting percentage, designated-group commitment and subcontractor arrangement contained in its Accepted Bid and recorded in Schedule 1. No substitution, reduction or material change is permitted without the approvals required by procurement law and the Contract.

15.2.3 The Service Provider shall flow down all relevant legal, confidentiality, audit, safety, insurance, performance and transformation obligations and remains liable for each Subcontractor as for itself.

15.3 B-BBEE, Local Participation and Procurement Commitments

15.3.1 The Service Provider shall maintain and report compliance with every B-BBEE, subcontracting, designated-group, local participation, enterprise-development or similar commitment forming part of the issued tender and Accepted Bid. No target is created by this clause independently of the procurement documents. Any material misrepresentation, fronting practice or unauthorised substitution of an approved commitment or Subcontractor constitutes a material breach, subject to Applicable Law and the City's supply-chain management framework.

16 Cleaning, Security, Safety and Public Operations

16.1 Cleaning, Hygiene and Waste

16.1.1 The Service Provider shall keep JITI and surrounding managed areas clean, hygienic and fit for continuous high-volume public use, including public areas, ablutions, offices, retail and trading areas, parking, taxi and bus areas, roofs, service rooms and external approaches.

16.1.2 Waste shall be segregated, stored, transported and disposed of lawfully, with manifests where required. Spillages, biohazards and health risks shall receive immediate attention. Cleaning frequencies and inspections shall meet Schedule 3. The Service Provider shall bear the employment and compliance costs of its personnel and Subcontractors, including applicable medical surveillance or fitness requirements, unless the Accepted Pricing Schedule expressly provides otherwise.

16.2 Pest Control, Fumigation and Extraction

16.2.1 The Service Provider shall implement an integrated pest-management programme, use registered products and competent contractors, keep treatment records and protect people, food areas and the environment.

16.2.2 Fumigation or extraction that affects operations requires an approved method statement and advance coordination, except in an Emergency.

16.3 Security and Emergency Services

16.3.1 The Service Provider shall provide and manage physical guarding, armed reaction where approved, electronic monitoring, access control, CCTV, incident response, perimeter security, key control, control rooms and emergency coordination.

16.3.2 Security providers and personnel shall hold all required registrations and competencies. Incidents shall be preserved, investigated and reported; evidential material and CCTV shall be secured under an auditable chain of custody. Security plans shall integrate with the City and SAPS/emergency services as far as possible and with preservation of confidentiality.

16.4 Parking, Traffic and Public Operations

16.4.1 The Service Provider shall manage parking, ranking, holding, drop-off and circulation areas to support safe and efficient taxi, bus, metered-taxi, private-vehicle and pedestrian movement.

16.4.2 Operational plans shall address congestion, peak periods, queuing, disabled access, signage, enforcement interfaces, emergency routes and event or disruption management. No operator right is created by allocation or access administration.

16.5 Occupational Health, Safety and Environment

16.5.1 The Service Provider shall comply with the Occupational Health and Safety Act 85 of 1993, environmental legislation, municipal by-laws and all applicable regulations applicable to the Services. It shall maintain risk assessments, appointments, safe-work procedures, permits, training, incident records and emergency plans.

16.5.2 The Service Provider is responsible for the negligent acts and omissions of its personnel and Subcontractors that cause damages. Any City intervention to address an imminent danger may be recovered from the Service Provider where the danger results from its breach of the terms and provisions of this Agreement.

16.6 House Rules and User Agreements

16.6.1 The Service Provider shall draft, review and administer house rules, standard leases, trader agreements, operator rules, parking terms and other user instruments jointly with the City.

16.6.2 No such instrument is effective until approved by the City. Enforcement shall be lawful, procedurally fair and consistently documented.

17 Breach

17.1 Subject to any immediate right available under GCC clause 23, if either Party (the Defaulting Party) commits a breach of this Agreement, the other Party (the Aggrieved Party) shall, where the breach is capable of remedy, give written notice identifying the breach and requiring it to be remedied within 14 (fourteen) days, or such longer period stated in the notice where reasonably appropriate.

17.2 If the Defaulting Party fails to remedy a remediable material breach within the applicable notice period, the Aggrieved Party may enforce performance, claim relief available under the Contract and Applicable Law and, where clause 22 permits, invoke the applicable termination right under clause 22.

17.3 No cure period is required for an irremediable breach or where the GCC, this Agreement or Applicable Law expressly permits immediate action. Any termination must nevertheless be effected under clause 22.

17.4 The exercise of a breach remedy is without prejudice to accrued rights, lawful damages, penalties, service credits, set-off, step-in rights and other remedies, subject to GCC clause 27.6 where applicable.

17.5 A dispute about breach, remedy or termination shall be dealt with under clause 23, without preventing urgent interim relief where appropriate.

17.6 Pending remedy or resolution of a dispute, the Parties shall continue performing their undisputed obligations to the extent required by the Contract, the GCC and Applicable Law.
17.7 For Service Provider default affecting continuity, safety, revenue protection, security, access control or material performance, the City may exercise only those protective, replacement-procurement, withholding or other intervention rights available under the GCC, Applicable Law and the Contract Documents, without waiving clause 22.
17.8 Any suspension of affected Services must be lawful, proportionate and implemented so as to protect continuity of essential public services at JITI.
17.9 The Service Provider shall promptly notify the City of any event likely to cause material non-performance or delay and provide the cause, likely duration, mitigation measures and recovery plan.
17.10 No remedy under this clause alters the GCC or creates a post-award departure from the issued tender requirements.

18 Insurance, Risk, Indemnity and Limitation of Liability
18.1 Insurance
18.1.1 The Service Provider shall maintain public liability insurance against risks ordinarily insured against in the interests of the City for up to R10 000 000 (ten million rand) per claim, subject to any amount lawfully re-determined by the City before award. The Service Provider shall maintain COIDA and any other insurance only to the extent required by Applicable Law, the Accepted Bid, a final City risk determination made consistently with the procurement process, or the completed Contract Data in Schedule 1.
18.1.2 The Service Provider shall provide evidence that the insurance expressly required by the issued tender, Applicable Law and any final pre-award City determination is in force. Any additional endorsement, noted-interest, loss-payee, cross-liability, waiver-of-subrogation or subcontractor-insurance requirement applies only if contained in the issued tender, Accepted Bid, final pre-award risk determination or other lawfully incorporated Contract Document.
18.1.3 Before commencement and on renewal, the Service Provider shall provide the insurance evidence required by the Contract Documents and shall notify the City promptly of any lapse, cancellation or material reduction affecting required cover.
18.1.4 The Service Provider shall communicate to the City promptly all information that may affect insurance relating to the Property and shall notify, prepare, lodge and diligently pursue insurance claims in accordance with the City's written requirements. It shall preserve evidence, mitigate insured loss and cooperate with the City and insurers, but shall not settle or abandon a claim affecting the City without written approval.
18.1.5 Contractor's insurance cover set out in Schedule 7 applies only if required by Applicable Law, the issued tender, Accepted Bid or a final pre-award City risk determination incorporated into the Contract Documents.
18.1.6 The Service Provider shall maintain all statutory registrations, accreditations and insurance required by law and by the Contract Documents throughout the Contract Period, shall provide current evidence thereof when requested by the City, and shall notify its insurers of material changes in the nature, extent or programme of the Services where required. Failure to maintain required insurance may constitute a material breach.
18.2 Risk, Care of Property and Loss
18.2.1 The Service Provider bears the risk of its equipment and materials and is responsible for loss of or damage to City property caused by its negligence or that of its personnel or Subcontractors.

18.2.2 Where liable for the loss of or damage to City property the Service Provider shall promptly make safe, repair, replace or reimburse. Nothing transfers ownership of City assets or collected revenue.

18.3 Indemnity

18.3.1 The Service Provider indemnifies the City and its officials against third-party claims, losses, damage, injury, death, penalties and reasonable legal costs arising from the Service Provider's breach, negligence, unlawful conduct, employment obligations, infringement or acts and omissions of Subcontractors, except to the extent caused by the City's proven wrongful conduct.

18.3.2 The City shall give reasonable notice of a claim and may control its defence where City interests are implicated. No settlement admitting City liability may be made without consent.

18.4 Limitation of Liability

18.4.1 The exclusion of indirect or consequential loss, together with their exceptions, are governed by GCC clause 27.6.

18.4.2 Subject to the exceptions stated there, the Service Provider's liability to the City shall be limited to 1 (one) time the monthly contract price per event and 4 (four) times the monthly contract price in aggregate.

18.4.3 The Parties agree that, notwithstanding any other provision in this Agreement, neither Party shall be liable for any special, indirect, incidental or consequential damages and/or loss, including damages and/or loss arising from a loss of profit, production, business, and/or client relations.

18.4.4 This Agreement shall not be interpreted as expanding, reducing or replacing GCC clause 27.6, except for clause 18.4.2. Any indemnity, damages, replacement cost, penalty, service credit or other monetary remedy in this Agreement operates subject to GCC clause 27.6 to the extent applicable and to its express exceptions.

19 Confidentiality, POPIA, Intellectual Property and Records

19.1 Confidentiality, Information and POPIA

19.1.1 Each Party shall keep confidential information received from the other Party confidential, use it only for purposes of the Contract, restrict access and implement appropriate safeguards under the Protection of Personal Information Act 4 of 2013, subject in the case of the City to its statutory duties concerning transparency, audit, records, PAIA and other disclosures required by law.

19.1.2 Each Party shall protect personal and confidential information in its possession and shall notify the other Party promptly of any actual or suspected material data loss, unauthorised access or cyber incident affecting Contract information, having regard to the Parties' respective roles under Applicable Law. The City retains its statutory reporting, investigation, public-access and disclosure obligations.

19.1.3 Upon written request by a Party ("Requestng Party) or on expiry or termination, the other Party shall return or securely destroy Confidential Information belonging to the Requesting Party, subject to any retention required by law. The obligations in this clause shall survive expiry or termination of the Agreement.

19.2 Intellectual Property and Records

19.2.1 Ownership and permitted use of documents, information and intellectual property shall be governed by GCC clause 5, the issued tender and the Accepted Bid. Pre-existing intellectual property remains with its owner. No additional transfer of intellectual-property ownership is created by this clause unless expressly recorded in a lawfully incorporated Contract Document.

19.2.2 The Service Provider shall maintain and hand over the operational and transactional records required by the Scope and shall permit City inspection and audit in accordance with GCC clause 5.4. It

shall not withhold City-owned documents or records that the Contract requires to be returned or delivered to the City.

19.3 Media, Publications and Use of City Name

19.3.1 Neither Party shall misrepresent the other or use the other Party's protected marks without authority. The Service Provider shall not, without the City's prior written approval, issue a media statement concerning the Contract or JITI, publish operational or incident information, use the City's name, coat of arms, trademarks or branding for advertising or promotional purposes, or represent that the City endorses the Service Provider. Nothing in this clause restricts the City from making statutory, Council, regulatory, public or media communications concerning its Contract, Property or public services, or either Party from making a disclosure required by law.

20 Business Continuity, Force Majeure and Change in Law

20.1 Business Continuity and Disaster Recovery

20.1.1 The Service Provider shall maintain continuity and emergency arrangements appropriate to the security, access, utilities, records and essential public operations within the awarded Scope, to the extent required by the issued tender, Accepted Bid, Applicable Law or City-approved operational plans that do not materially alter the awarded commercial terms.

20.1.2 Any continuity or recovery plan required under clause 20.1.1 shall be maintained and reviewed in accordance with the applicable Contract Document or approved operating plan. No additional material scope or cost obligation is created by this clause without adherence to the variation provisions.

20.2 Force Majeur e

20.2.1 Force Majeure is governed by GCC clause 25. Nothing in this Agreement expands, reduces or replaces the rights, obligations or relief provided by that clause.

20.2.2 A Party relying on Force Majeure shall notify the other Party promptly in writing, as required by GCC clause 25, and shall implement reasonable mitigation, continuity and alternative-performance measures appropriate to the affected JITI Services.

20.2.3 The affected Party shall keep the other Party reasonably informed of the nature, extent, effect and likely duration of the event and shall resume full performance as soon as reasonably practicable, consistently with GCC clause 25.

20.3 Change in Law

20.3.1 A party shall notify a change in Applicable Law materially affecting performance required in this Agreement. The Service Provider must first mitigate and comply. Any adjustment requires substantiation and a lawful written Variation; no automatic price or time adjustment arises.

21 Variations, Assignment and Change of Control

21.1 Variations and Contract Amendments

21.1.1 Only the City official holding the required delegation may issue or approve a variation. A variation shall describe the change, price, time, funding and performance consequences and shall comply with procurement and municipal-finance law.

21.1.2 The Service Provider shall not act on an oral instruction as a variation. Emergency protective work must be limited to what is necessary and reported immediately. No course of dealing or payment varies the Contract.

21.1.3 Where a proposed variation has a cost implication, the Service Provider shall not proceed until the applicable cost has been approved in writing by the City official holding the required delegation. If the

Service Provider considers an instruction to constitute a variation, it shall notify the City Representative promptly in writing and request a formal variation before proceeding, except for emergency protective work permitted by this Agreement.

21.2 Assignment and Change of Control

21.2.1 The Service Provider may not cede, delegate, transfer, novate, factor Contract receivables affecting performance without prior written City consent and compliance with law: Provided that the Service Provider shall inform the City of any change in control as soon as possible.

21.2.2 In accordance with the issued Terms of Reference and subject to Applicable Law, the City may cede, assign, transfer or novate this Contract to a future municipal entity, company or lawful successor that takes over management of all or part of JITI or the relevant precinct. The City shall give reasonable written notice, and the transfer shall not reduce accrued rights or increase the Service Provider's substantive obligations without a lawful written amendment.

21.2.3 The City may transfer day-to-day contract administration within municipal structures on written notice, without constituting a cession or novation.

22 Termination

22.1 Termination for Default

22.1.1 If anyone Party is in default of any obligation which arises in terms of this Agreement (the "Defaulting Party") and such Defaulting Party persists in such failure or default after receipt of a written notice given by the other Party (the "Aggrieved Party") calling upon the Defaulting Party to remedy such failure or default within a period of 14 (fourteen) calendar days from receipt of the notice, or such further additional period as the Aggrieved Party, in its sole discretion may determine, then the Aggrieved Party may, without prejudice to any other rights which it may have in terms of this Agreement or in law:

22.1.1.1 claim specific performance;

22.1.1.2 claim damages;

22.1.1.3 cancel this Agreement, such cancellation to be effective immediately upon receipt by the Defaulting Party of a written notice to that effect.

22.1.2 Where the City terminates in whole or in part, it may procure replacement goods, works or services as permitted by GCC clause 23 and recover excess costs to the extent lawfully recoverable. The Service Provider shall continue performance of any part not terminated.

22.2 Termination for Insolvency or Prohibited Conduct

22.2.1 The City may terminate for insolvency in the circumstances contemplated in GCC clause 26, without prejudice to accrued rights. Fraud, corruption, collusion, bid-rigging, prohibited restrictive practices or public-sector restriction shall be dealt with under GCC clause 23, GCC clause 33, applicable procurement legislation and this Agreement, including any procedurally required opportunity to make representations.

22.3 Termination Required by Law, Funding or Municipal Authority

22.3.1 The City may terminate or curtail the Contract where continued performance has become unlawful, is prohibited by a competent authority or court, or cannot lawfully continue because a mandatory municipal approval or appropriation required by Applicable Law is unavailable.

22.3.2 Any termination under clause 22.3 shall comply with Applicable Law, the MFMA and applicable municipal delegations and shall be authorised by the City official or body holding the necessary delegated authority. This Agreement does not purport to reproduce every applicable delegation or statutory process.

Termination shall preserve payment of verified amounts lawfully due for compliant Services already performed, subject to deductions and reconciliation.

22.4 Service Provider Rights on City Breach

22.4.1 If the City commits a material breach, the Service Provider shall first follow clause 17. Its rights to cancel, suspend or obtain other relief are those available under this Agreement and Applicable Law, read consistently with the GCC and the public-law character of the Contract. Should there be a conflict between the wording of this Agreement and the GCC in respect to Clause 17 that cannot be reconciled, the wording of this Agreement will prevail.

22.4.2 A disputed, uncertified or inadequately supported invoice does not constitute non-payment while the dispute is addressed under clause 23. Undisputed properly invoiced amounts remain payable in accordance with clause 13 and GCC clause 16.3.

22.4.3 The Service Provider shall not suspend or terminate security, emergency response, safety-critical maintenance, access control, revenue-protection or another essential public service without first implementing a City-approved continuity and handover plan, unless continued performance would be unlawful or create an imminent danger to life or property.

22.4.4 Any lawful termination by the Service Provider does not release it from exit, handover, record-transfer, revenue-reconciliation, confidentiality or final-account obligations set out in this Agreement.

22.5 General Consequences of Expiry or Termination

22.5.1 On expiry or termination, the Service Provider shall cease the affected Services on the date directed by the City, except for protective, continuity, handover and other Services the City reasonably requires and the Service Provider agrees to; terminate or orderly wind down affected subcontracts except those the City requires to be assigned; and remove its personnel, equipment, waste and temporary materials without disrupting JITI operations.

22.5.2 The Service Provider shall leave the Property clean, safe, secure and operational and shall deliver to the City all completed work, City assets, revenue, deposits, keys, credentials, records, data, manuals, warranties, certificates, work products and other items required by clause 22 and Schedule 10.

22.5.3 To the extent legally possible and if required by the City, the Service Provider shall assign or procure the novation to the City of approved subcontracts, warranties, licences and supplier arrangements necessary for continuity, provided that the City assumes obligations accruing after the effective date of assignment or novation.

22.5.4 The final account shall include only verified amounts for compliant Services performed up to the effective date, together with approved unavoidable demobilisation costs where the Contract permits them. The City may deduct service credits, overpayments, revenue shortfalls, the reasonable cost of correcting Defects and any other amount lawfully due to it.

22.5.5.

22.6 Expiry, Exit and Handover

22.6.1 The Service Provider shall maintain full performance up to termination of this Agreement and implement the exit plan in Schedule 10. Handover includes verified assets, keys, access credentials, tenant and operator files, leases, deposits, revenue reconciliations, statutory certificates, warranties, work orders, systems data, manuals and outstanding-risk registers.

22.6.2 The Service Provider shall provide orderly transition assistance during the period reasonably required before expiry and, where applicable, for the post-expiry period stated in Schedule 1, including transfer of records, systems information, operational knowledge and reasonable assistance necessary to

avoid interruption at JITI. Any post-expiry Services outside existing obligations shall be subject to the agreed scope and cost. The Service Provider shall not disable systems, solicit City tenants using confidential information or withhold City records or data as leverage in a dispute.

23 Dispute Resolution

23.1 If any dispute or difference of any kind arises between the City and the Service Provider in connection with or arising out of the Contract, including breach, termination, payment, performance or interpretation, the Parties shall first make every reasonable effort to resolve it amicably by mutual consultation at executive-management level.

23.2 If the dispute has not been resolved within 30 (thirty) days after written referral for mutual consultation, either Party may give written notice to the other of its intention to commence mediation as provided for in the Uniform Rules of the High Court. Mediation may not commence unless that notice has been given.

23.3 The mediation shall be conducted in Johannesburg in English in accordance with a procedure agreed by the Parties or, failing agreement, a procedure directed by the mediator appointed by agreement between the Parties.

23.4 If the dispute cannot be settled by mediation, either Party may institute proceedings in a South African court of competent jurisdiction. This clause gives effect to GCC clause 27 and does not substitute arbitration for the GCC dispute-resolution process.

23.5 Nothing prevents either Party from approaching a court of competent jurisdiction for urgent or interim relief where justified.

23.6 Notwithstanding a dispute, mediation or court proceedings, the Parties shall continue to perform their respective obligations unless they otherwise agree or the Contract has lawfully terminated, and the City shall pay undisputed monies lawfully due, consistently with GCC clause 27.5.

23.7 Subject to the rules governing jurisdiction, the Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg. This clause gives effect to GCC and does not substitute the GCC dispute-resolution process.

23.8 This clause survives expiry or termination to the extent necessary to resolve a dispute or enforce an accrued right.

24 Deductions and Set -off

24.1 If at any time during this Agreement an amount is due and payable by the Service Provider to the City, including an overpayment, service credit, penalty, revenue shortfall, cost of correcting a Defect or other amount lawfully recoverable under the Contract, the City may not set off that amount against monies otherwise due to the Service Provider.

24.2 The City shall request the Service Provider to issue a credit note for any such amount mentioned in clause 24.1 above.

25 Contract Administration and Compliance

25.1 Permits, Licences and Compliance

25.1.1 The Service Provider shall obtain and maintain permits, registrations, licences and certificates required for its performance and shall provide proof on request. It shall maintain a compliance register with renewal dates and responsible persons.

25.1.2 The Service Provider shall comply with anti-corruption, competition, supply-chain, tax, immigration, labour and municipal requirements.

25.2 Performance Security

N/A

25.3 Ethics, Anti -corruption and Conflicts

25.3.1 The Service Provider shall not offer or accept any inducement, undisclosed benefit or improper payment and shall disclose actual, potential or perceived conflicts immediately.

25.3.2 Fraud, collusion, fronting, material misrepresentation or interference with procurement or contract administration constitutes material breach and may be reported to authorities and restriction processes.

25.3.3 The Service Provider shall not engage in collusive bidding, bid-rigging or another prohibited restrictive horizontal practice contemplated in section 4 of the Competition Act 89 of 1998. Where reasonable grounds exist, the City may refer the matter to the Competition Commission or another competent authority and, subject to Applicable Law and procedural fairness, may terminate the Contract, recover proven loss and pursue any lawful restriction or other remedy.

25.4 The Service Provider shall comply with the City's lawful approval, delegation and reporting requirements and shall not treat an instruction, approval or payment by an unauthorised person as varying the Contract or conferring authority that person does not hold.

25.5 The National Industrial Participation Programme shall apply only to the extent that this Contract is subject to a NIP obligation under GCC clause 32.

26 Notices and Domicilium

26.1 Any notice, consent, approval or other communication in connection with this Agreement (Notice) shall be in writing in English.

26.2 Each Party chooses the physical address and email address recorded in Schedule 1 as the address to which any Notice must be sent. Any Party may by Notice to the other Party change its address or the person marked for attention, provided that a physical domicilium remains within South Africa.

26.3 Any Notice takes effect when received by the recipient, or on any later date specified in the Notice, and unless the contrary is proved is deemed to be received: (a) on the day of delivery if delivered by hand during ordinary business hours, otherwise on the next Business Day; (b) on the recorded date of delivery if delivered by courier, otherwise on the next Business Day where delivery occurs outside ordinary business hours; and (c) on the first Business Day after transmission if sent by email and no delivery-failure notification is received.

26.4 Despite anything to the contrary in this Agreement, a Notice actually received by a Party is effective even though it was not sent or delivered to the address selected in clause 26.2.

26.5 Each Party chooses its physical and/or email address in Schedule 1 as its domicilium citandi et executandi at which legal process and other documents in legal proceedings connected with this Agreement may be served.

26.6 A Party may change its domicilium by written Notice to another physical address in South Africa.

27 General

27.1 This Agreement is governed by and shall be construed in accordance with South African law. English is the governing language.

27.2 This Agreement and the Contract Documents constitute the whole agreement between the Parties. No Party is bound by any representation, warranty, promise or term not recorded in the Contract Documents executed and signed by the Parties or a lawful written amendment executed and signed by the Parties.

27.3 No relaxation or indulgence granted by a Party shall constitute a waiver of any right. A waiver is effective only if recorded in writing and only for the specific instance for which it is given.

27.4 Each provision is severable. If any provision is unlawful, invalid or unenforceable, it shall be severed or read down to the minimum extent necessary without affecting the remaining provisions.

27.5 Rights and remedies under this Agreement are cumulative unless expressly stated otherwise.

27.6 Each Party shall bear its own costs of negotiating, preparing and executing this Agreement, save where the Contract Documents or an order of a competent tribunal provides otherwise.

27.7 This Agreement may be executed in counterparts and by lawful electronic signature, and all counterparts together constitute one instrument.

27.8 Clauses intended by their nature to survive expiry or termination shall do so, including confidentiality, audit, records, intellectual property, indemnity, payment reconciliation, dispute resolution and accrued rights.

28 Execution and Signatures

28.1 This Agreement is executed by the duly authorised representatives of the Parties, each of whom warrants his or her authority to sign.

28.2 The Service Provider shall attach its board resolution or other satisfactory proof of authority. The City's signature remains subject to all applicable delegations, statutory approvals and municipal governance requirements.

CITY	SERVICE PROVIDER
Signed at: _____	Signed at: _____
Date: _____	Date: _____
Name: _____	Name: _____
Capacity: _____	Capacity: _____
Signature: _____	Signature: _____
Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____

Schedule 1. Contract Data

1.1 This Schedule records the project-specific variables. Bracketed items must be completed from the final award, Accepted Bid and City delegations before signature.

ITEM	CONTRACT DATA
City	City of Johannesburg Metropolitan Municipality
Department	Transport Department
Bid number	COJ/TRP002/25-26
Service Provider	SSG Facilities (Pty) Ltd
Registration number	2014/031087/07
Property	JITI: Portion 27 of the Farm Johannesburg 91 IR and adjacent Erf 603 Newtown Extension 1
Contract Period	9 years and 11 months from the Commencement Date
Contract Price ceiling	Six hundred and seventy-nine million, seventy-five thousand, two hundred and twenty-two rands and forty cents (R679,075,222.40); non-firm only in accordance with accepted MBD 3.2/MBD 3.3
City Representative	[INSERT NAME, TITLE, CONTACT DETAILS and DELEGATION]
Service Provider Representative	[INSERT NAME, TITLE and CONTACT DETAILS]
Commencement Date	[INSERT AGREED COMMENCEMENT DATE]
City domicilium	[INSERT PHYSICAL and EMAIL ADDRESS]
Service Provider domicilium	[INSERT PHYSICAL and EMAIL ADDRESS]
Performance security	[INSERT REQUIREMENT, AMOUNT, FORM and VALIDITY FROM FINAL TENDER]
Public liability insurance	Up to R10,000,000 per claim, subject to any different amount lawfully re-determined by the City before award and evidenced in the final award documents
Other insurance limits	[INSERT LIMITS FROM FINAL TENDER / RISK REQUIREMENT]
Liability limitation	GCC clause 27.6 applies, including its aggregate cap and stated exceptions, without post-award deviation except to the extent lawfully provided in the issued/accepted procurement documents
Accepted subcontracting commitment	[INSERT PERCENTAGE, DESIGNATED GROUPS and APPROVED SUBCONTRACTORS FROM ACCEPTED BID]
Price adjustment	Non-firm pricing is permitted by the tender. Apply only the MBD 3.2/MBD 3.3 factors, weightings, formula, indices, base date, fixed

ITEM	CONTRACT DATA
	portion and exchange-rate information actually submitted and accepted with the Accepted Bid. Attach the completed accepted MBD documents to Schedule 4; do not substitute a post-award escalation formula.
Payment period	Thirty (30) calendar days after receipt of a valid, complete and properly certified invoice, subject to clause 13, GCC clause 16.3 and Applicable Law
National Industrial Participation	Not applicable unless the final tender documents or an authorised SCM determination expressly confirm that the NIP obligation applies
Post-termination assistance	[INSERT PERIOD and RATES, IF ANY]

Schedule 2. JITI Scope of Services

2.1 For contract-administration purposes, the service packages below consolidate the Services and deliverables contained in the issued Terms of Reference, including its high-level and detailed Scope of Work, together with Accepted Bid commitments. They do not limit, replace or expand the awarded Scope of Work. If any description below is more detailed than the tender wording, it operates only as an administrative description of the underlying tender obligation and shall not create a material post-award change in scope, price or risk allocation.

REF	SERVICE PACKAGE	MINIMUM OUTPUT
A	Condition assessment and mobilisation	Three tender required condition assessments: within one month after appointment, mid-contract and at contract end, with recommendations and costing. Handover/takeover and mobilisation arrangements only to the extent contained in the Accepted Bid or approved without material scope change.
B	Building maintenance	Planned and unplanned maintenance in accordance with the approved maintenance plan, including the building components and systems identified in the tender; preventative maintenance proposals require City review and approval before implementation.
C	Registration office	Joint management with the City of the registration office and operator payments in accordance with City-approved tariffs.
D	Letting and property management	Property portfolio management; tenant recruitment and management; leasing and lease management; letting of rental, trading, advertising, parking and administration-office space; tenant installations and leasing procedures.

REF	SERVICE PACKAGE	MINIMUM OUTPUT
E	Revenue, rent roll, debt and arrears support	Assist the City with rental, deposit and other lease-related collections; maintain the rental roll and related accounting reports; support debt and arrears management and authorised legal-recovery processes. City remains responsible for revenue collection and municipal banking.
F	Cleaning and waste	Cleaning and waste-management services for JITI in accordance with the tender and Accepted Bid.
G	Pest control	Pest control, fumigation and extraction services as required by the tender.
H	Security and emergency services	Physical guarding, armed reaction and electronic monitoring, together with security and emergency services forming part of the tender scope.
I	Municipal services and utilities	Utility management; verification of meter readings; payment/administration of municipal and internal City charges in conjunction with the City and within authorised processes.
J	OHS and statutory compliance	Compliance with Occupational Health and Safety requirements and other statutory compliance expressly applicable to the Services.
K	House rules and user agreements	Draft, update and administer house rules, lease agreements, user agreements and related procedures in conjunction with the City.
L	Performance management and reporting	Management and control systems; monthly and other City-required reporting; monthly operating statements; annual Operating Plan; annual common-area reconciliation; turnover statements and straight-lining calculations where applicable.
M	Tenant and City liaison	Tenant liaison and attendance to tenant requirements; liaison with the City and, for authorised legal processes, liaison with attorneys.
N	Parking and ranking management	Parking management in and around JITI, including ranking-space management and the parking/ranking functions included in the tender scope.

Schedule 3. Service Levels, KPIs and Remedies

records the performance-management mechanism contemplated by tender clause 1.16.3. Any numerical KPI, target, response time, service-credit rate, penalty, threshold or cap must be supported by the issued tender, the Accepted Bid or another lawful tender-aligned approval made before signature. No illustrative

or unsupported numerical value becomes contractually binding merely because it appears in a working draft of this Schedule.

1 Governance and Performance Management

1.1 The Service Provider's performance of the Services shall be measured continuously against this Schedule, the Scope of Services, approved maintenance and operating plans, work orders, statutory requirements and the other Contract Documents. The Service Provider remains responsible for achieving the required outputs notwithstanding any monitoring, inspection or review by the City.

1.2 The Service Provider shall appoint a suitably qualified contract manager who shall be accountable for compliance, coordination of all service packages, escalation of failures, corrective action, reporting and liaison with the City Representative. Replacement of the contract manager is subject to clause 15 and the approval requirements in the Contract.

1.3 The Service Provider shall maintain sufficient competent personnel, supervision, tools, equipment, systems, vehicles, spares and other resources to meet the service levels throughout the Contract Period, including during leave, absenteeism, breakdowns, peak periods and emergencies.

1.4 The parties shall conduct formal performance reviews at least monthly and such operational meetings as the City reasonably requires. Minutes, action items, responsible persons and due dates shall be recorded. A review meeting, score or acceptance of a report does not waive any Defect, breach, service credit, deduction or other remedy.

2 Performance Measurement, Records and Reporting

2.1 For each reporting period the Service Provider shall submit a verified performance report showing, at minimum, work orders received and closed, response and restoration times, planned and preventative maintenance completion, statutory inspections, incidents, complaints, cleaning and security results, revenue and occupancy exceptions, recurring failures, corrective actions and performance against each KPI.

2.2 All performance data shall be capable of audit against source records, including helpdesk logs, attendance records, inspection sheets, photographs, system timestamps, certificates, invoices, job cards, reconciliations and sign-offs. The City may reject unsupported performance claims.

2.3 The City may conduct announced or unannounced inspections, random spot checks, audits and quality checks, either itself or through an authorised representative. The Service Provider shall provide access, assistance and records reasonably required for that purpose.

2.4 Where an inspection or quality check identifies Services that do not comply with the Contract, the City may require the Service Provider to reperform, repair, replace or otherwise correct the affected Services at the Service Provider's cost in accordance with clause 10.2. Work that is not performed, is not authorised where authorisation is required, or does not meet the applicable standard is not payable merely because it was invoiced.

3 Failure, Delay and Escalation

3.1 Time is material in relation to emergency, safety-critical, security, revenue-protection and other Priority Services. "Priority Services" means Services where interruption or failure is likely to affect life or safety, security, JITI operations or access, essential building systems, City revenue or material assets. Response requirements shall remain aligned to the issued tender, Accepted Bid and Schedule 3 and shall not create unpriced scope. The Service Provider shall notify the City Representative immediately upon becoming aware of an actual or anticipated failure or delay, state the cause and operational effect, and implement all reasonable mitigation and recovery measures.

3.2 A failure to meet a service level constitutes a Defect and may constitute a material breach where the failure is critical, repeated, persistent, deliberate or has a material effect on public safety, revenue, statutory compliance or continuity of JITI operations.
3.3 The City may issue a corrective action notice specifying the failure, the required remedial action and a reasonable cure period having regard to severity. If the Service Provider fails to correct within that period, the City may exercise the remedies in clauses 10.2, 14.4, 17, 22 and 24, as applicable, without prejudice to any other right.
3.4 If the Service Provider considers that a delay or failure was caused by the City or by an event for which the Contract permits relief, it shall give written notice within the period, if any, prescribed by the applicable Contract Document, or otherwise promptly after becoming aware of the event. The notice shall identify the event, affected obligations, mitigation, time consequence and any substantiated cost consequence. No additional payment or extension arises unless permitted and approved in accordance with the Contract.

4 City Rights and Remedies
4.1 The City may inspect any Service, require evidence of compliance, reject non-compliant work, require re-performance and direct a corrective action plan. Replacement performance, service credits, deductions or other monetary remedies may be applied only to the extent provided by the GCC, the issued tender, Accepted Bid, completed KPI/remedy schedule or a lawful written amendment.
4.2 Acceptance, use, inspection, certification or payment does not release the Service Provider from a latent Defect, breach of warranty or non-compliance attributable to the Service Provider which could not reasonably have been identified at acceptance, nor from any other surviving obligation or liability under the Contract. The Service Provider is not responsible under this clause for a pre-existing Defect not caused or contributed to by it. The reasonable additional cost incurred by the City in correcting a failure attributable to the Service Provider may be recovered in accordance with the Contract.
4.3 A service credit or KPI deduction applies only where expressly specified in Schedule 3, including the applicable trigger, calculation and any cap, and shall not create an unrestricted entitlement to deduct 100% of a monthly payment unless expressly supported by the issued tender or Accepted Bid and the relevant failure. No service credit or KPI deduction is the City’s exclusive remedy unless the Contract expressly states otherwise. Other remedies for material breach remain unaffected, and the City shall not recover twice for the same loss or failure.
5 Service Review and Continuous Improvement
5.1 Where a material or recurring service failure occurs, the Service Provider shall analyse the failure and submit and implement a root-cause analysis and time-bound corrective action plan in accordance with clause 14.4.2. The Service Provider shall also analyse recurring complaints, incidents, revenue leakage, excessive consumption and KPI failures and implement appropriate corrective or preventative measures.
5.2 The Service Provider shall identify reasonable opportunities to improve service quality, lifecycle performance, energy and water efficiency, safety, revenue assurance, tenant experience and operating cost. No proposed improvement changes the Contract Price, Scope or risk allocation unless approved as a variation under clause 21.
5.3 The City may revise operational forms, reporting formats, escalation contacts and measurement procedures from time to time, provided that such administrative revisions do not constitute a material change to the Scope, Contract Price or agreed risk allocation or the terms and conditions of this Agreement.

6 Interpretation and Precedence

6.1 This Schedule supplements and does not replace the obligations in the main Agreement. If a service-level requirement is more specific than a general obligation, the more specific requirement applies to performance of that Service. Any irreconcilable inconsistency is resolved in accordance with clause 6 (Contract Documents and Order of Precedence).

6.2 No target, service credit, penalty, rate or monetary deduction left blank or marked for insertion becomes binding unless it is supported by the issued tender, Accepted Bid or a lawful written amendment executed in accordance with clause 21.

Schedule 4. Pricing and Payment Schedule

4.1 Agreed Price

4.2 Pricing principles

4.2.1 The Contract Price is the approved non-firm ceiling and not a guaranteed spend. Payment is due only for compliant Services, authorised work and verified quantities or periods in accordance with the accepted pricing basis: Subject to the provisions of Clause 17 (Breach).

4.2.2 The tender pricing schedule identifies, among other things, annual-sum items for property portfolio management, tenant management and facility human resource costs; three condition assessments; general equipment/tools and disbursement items; and employee hourly-rate information to be supplied with the Bid. Those accepted classifications and rates govern payment and shall not be replaced by a different post-award pricing model.

4.2.3 Where an accepted item is priced as a sum per year, payment shall be apportioned over the applicable service period and remain subject to monthly performance certification, unless the accepted pricing schedule expressly provides a different payment profile. No annual-sum item is payable for a period during which the corresponding Service was not provided, subject to any lawful relief under the Contract.

4.2.4 Where an accepted item is quantity-based or rate-based, the amount payable is the verified quantity actually authorised and delivered multiplied by the applicable accepted rate, subject to the stated tender quantity, ceiling and any required written approval. Tender quantities are not guaranteed minimum orders.

4.3 Maintenance, specialist work and materials

4.3.1 Planned and reactive maintenance shall be paid only on the basis provided in the accepted Pricing Schedule and approved maintenance plan. A work order, purchase order or delegated written approval is required where the Contract or City controls require one.

4.3.2 Specialist, original equipment manufacturer, material, replacement equipment or other pass through cost is reimbursable only where the tender/Accepted Bid permits that treatment and the cost was authorised in advance. The claim must include the third-party quotation or invoice, evidence of delivery or installation, warranties where applicable and disclosure of any rebate, discount, credit or related-party interest.

4.3.3 No undisclosed mark-up, commission, rebate retention or administration fee may be charged on a reimbursable or pass-through cost. Only an administration fee expressly included in the Accepted Bid or lawfully approved under the Contract may be claimed.

4.3.4 Capital expenditure, refurbishment or material replacement outside the accepted recurring pricing basis requires prior written City approval by the delegated authority and, where it changes the awarded scope or price, a lawful variation under clause 21.

4.4 Emergency work

4.4.1 Where an Emergency arises and prior written approval from the City cannot reasonably be obtained, the Service Provider may undertake only such immediate and temporary work as is reasonably necessary to:

(a) protect life, health or safety;

(b) prevent or limit material damage to the Property or City assets;

(c) preserve essential JITI operations; or

(d) prevent material loss to the City.

4.4.2 The Service Provider shall immediately notify the City Representative of the Emergency, the nature and extent of the work undertaken or proposed, the reasons why prior written approval could not reasonably be obtained and, where reasonably ascertainable, the estimated cost thereof.

4.4.3 The Service Provider shall keep complete and auditable records of all Emergency Work, including labour, materials, equipment, subcontractor costs, quantities, time records, invoices and any other supporting documentation reasonably required by the City, and shall submit such records to the City within [INSERT PERIOD] after the Emergency.

4.4.4 Emergency Work shall, wherever applicable, be valued using the Accepted Contract Rates. No additional mark-up, management fee, administration fee, surcharge or other amount shall be payable unless expressly provided for in the Contract or approved in writing by the City in accordance with the Contract.

4.4.5 Where no Accepted Contract Rate applies, the Service Provider shall be entitled only to reasonable, necessary and properly substantiated costs actually incurred in performing the minimum Emergency Work permitted under this clause, subject to verification and approval by the City in accordance with its applicable delegations and supply chain management requirements.

4.4.6 The performance of Emergency Work without prior written approval does not constitute or imply retrospective approval of the scope or cost thereof. The City shall not be liable for work or expenditure exceeding that which was reasonably necessary to address the immediate Emergency, or for any work that could reasonably have awaited the City’s written instruction.

4.4.7 Once the immediate Emergency has been stabilised, the Service Provider shall cease any further work unless instructed or authorised in writing by the City in accordance with the Contract. Any permanent repair, replacement, improvement or additional work shall be dealt with in accordance with the applicable instruction and variation provisions of the Contract.

4.4.8 Nothing in this clause authorises the Service Provider to vary the Contract, exceed the Contract Price or any applicable budget, incur expenditure on behalf of the City, or circumvent any applicable statutory, procurement, supply chain management or delegated-authority requirement.

4.5 Price adjustment

4.5.1 Pricing is non-firm. Escalation is permitted only under the accepted MBD 3.2/MBD 3.3 mechanism. The completed accepted formula, factors, weightings, fixed portion, indices, base date and exchange-rate information shall be inserted or attached here before signature. The City shall consider a properly substantiated price-adjustment application within a reasonable period, with 30 days as an administrative target where practicable. Failure to respond within that period does not constitute deemed approval, and any adjustment remains subject to verification, the accepted MBD mechanism and applicable City approvals and delegations.

4.5.2 No price adjustment is payable unless the Service Provider submits a calculation and supporting source evidence sufficient for the City to verify the adjustment. An escalation may not be duplicated in a labour increase, disbursement, variation, pass-through claim or other payment item.

4.6 Monthly certification and evidence

4.6.1 Each monthly claim shall be reconciled to the accepted pricing item, applicable Schedule 2 service package, Schedule 3 performance result and the relevant supporting source records. The City certifier may reduce or reject unsupported, duplicate, unauthorised or non-compliant amounts.

4.6.2 The monthly performance and payment certificate shall show at minimum: accepted pricing item; service period or quantity; accepted rate/annual sum; gross amount; approved escalation; authorised reimbursables; service credits/deductions; prior corrections; VAT; and net certified amount.

4.6.3 Certification is an administrative payment control and does not constitute final acceptance of the Services, waive latent Defects or prevent later audit recovery.

4.7 Open-book and audit controls

4.7.1 For any reimbursable, pass-through, disbursement or cost-based claim, the Service Provider shall maintain open-book records sufficient to establish the underlying liability, supplier, quantity, rate, payment basis, rebates and credits. The City may audit those records during the Contract and for the record-retention period applicable under clause 19 and Applicable Law.

4.7.2 Any overpayment, duplicate recovery, unsupported cost or credit due to the City may be recovered or set off under clause 24, including after expiry or termination.

4.8 Pricing completion before signature

4.8.1 Before signature, the Parties shall attach the accepted Annexure A pricing schedule, MBD 3.2, MBD 3.3 and the accepted employee hourly-rate breakdown, and shall identify any lawful evaluation-stage arithmetic correction or pricing clarification. No blank rate, factor or post-award commercial assumption may be completed by negotiation after award if doing so would alter the procurement outcome or awarded commercial basis.

Schedule 5. Reporting and Governance Calendar

5.1 The Service Provider shall use City-approved formats and systems. For City systems made available for the Contract, the City shall provide the access credentials, interfaces and reasonable system orientation necessary for their use, subject to applicable ICT and security controls. The Service Provider remains responsible for the competence and general training of its personnel unless a City-specific training requirement is expressly allocated to the City.

FREQUENCY	MINIMUM REPORT
Immediate	Fatality, serious injury, fire, security breach, revenue loss, major outage, unlawful occupation, data breach or reputational event
Daily	Incidents, security occurrence, collections and reconciliation exceptions, critical work orders, occupancy/access exceptions
Weekly	Open critical faults, arrears action, leasing pipeline, security trends, complaints and action tracker
Monthly	First-week governance meeting; KPI dashboard; maintenance, finance and operating statements; rent-roll variances; revenue, utilities, tenants, arrears, subcontractors, local participation, risks and certification pack
Quarterly	Executive governance review, lifecycle forecast, audit issues, legal recoveries, strategic risks, occupancy and revenue performance
Annual	Operating Plan; three-month advance income/expenditure budget and projections; common-area reconciliation; lease smoothing/straight-line calculations; asset and condition update; maintenance, insurance and compliance plans
Expiry/termination	Complete exit, handover and final reconciliation pack

Schedule 6. Key Personnel and Subcontractors

6.1 Complete from the Accepted Bid. No person or entity is approved merely because a placeholder appears below.

ROLE / ENTITY	NAME	QUALIFICATION / PACKAGE	STATUS
Contract Director	[INSERT FROM]	[INSERT]	Only if included in Accepted Bid / City-approved contract administration structure
Property Manager	[INSERT FROM ACCEPTED BID]	[INSERT CV/QUALIFICATION]	Tender key person

ROLE / ENTITY	NAME	QUALIFICATION / PACKAGE	STATUS
Operations Manager	[INSERT FROM ACCEPTED BID]	[INSERT CV/QUALIFICATION]	Tender functionality key person - complete strictly from Accepted Bid
Financial Manager	[INSERT FROM ACCEPTED BID]	[INSERT CV/QUALIFICATION]	Tender functionality key person - complete strictly from Accepted Bid
Maintenance Manager	[INSERT FROM ACCEPTED BID]	[INSERT CV/QUALIFICATION]	Tender functionality key person - complete strictly from Accepted Bid
IT Manager	[INSERT FROM ACCEPTED BID]	[INSERT CV/QUALIFICATION]	Tender functionality key person - complete strictly from Accepted Bid
Security Manager	[INSERT FROM ACCEPTED BID]	[INSERT CV/REGISTRATION]	Only if included in the Accepted Bid or otherwise lawfully required; not one of the five key personnel expressly scored in the tender functionality criteria
Leasing/Tenant Manager	[INSERT FROM ACCEPTED BID]	[INSERT]	Only if included in Accepted Bid or required by the tender/approved operating plan
OHS Manager	[INSERT FROM ACCEPTED BID]	[INSERT]	Only if included in Accepted Bid or

ROLE / ENTITY	NAME	QUALIFICATION / PACKAGE	STATUS
			required by the tender/approved operating plan
Cleaning/Waste Lead	[INSERT FROM ACCEPTED BID]	[INSERT]	Only if included in Accepted Bid or required by the tender/approved operating plan
Approved Subcontractors	[ATTACH ACCEPTED SCHEDULE]	[INSERT PACKAGES/PERCENTAGE]	Accepted commitment; prior approval controls apply

Schedule 7. Insurance and Security Register

7.1 Attach certificates, full policy schedules, endorsements and security instruments before commencement and at every renewal. The register shall record the City's noted interest, loss-payee status where appropriate, cross-liability cover, waiver of subrogation and the position of each Subcontractor.

INSTRUMENT	LIMIT / AMOUNT	VALIDITY	REFERENCE
Public liability	Up to R10,000,000 per claim, subject to any different amount determined by the City before award	As required by tender / final award documents	Express tender requirement; attach evidence and any final pre-award City determination
Professional indemnity	[INSERT / N/A ONLY IF SUPPORTED BY LAW, ISSUED TENDER, ACCEPTED BID OR FINAL PRE-AWARD CITY DETERMINATION]	[INSERT IF APPLICABLE]	Not established as an express requirement by the issued tender reviewed; do not impose unless supported by an incorporated source
Fidelity / crime	[INSERT / N/A ONLY IF SUPPORTED BY LAW, ISSUED TENDER, ACCEPTED BID OR	[INSERT IF APPLICABLE]	Not established as an express requirement by the issued tender reviewed; do not impose unless

INSTRUMENT	LIMIT / AMOUNT	VALIDITY	REFERENCE
	FINAL PRE-AWARD CITY DETERMINATION]		supported by an incorporated source
COIDA / employer liability	Statutory	Contract Period	Letter of good standing and policy evidence
Motor and plant	Replacement / statutory	Contract Period	All owned, hired and operated vehicles/plant
Property in care, custody or control	[INSERT / N/A ONLY IF SUPPORTED BY LAW, ISSUED TENDER, ACCEPTED BID OR FINAL PRE-AWARD CITY DETERMINATION]	[INSERT IF APPLICABLE]	Not established as an express requirement by the issued tender reviewed; do not impose unless supported by an incorporated source
Cyber/privacy	[INSERT / N/A ONLY IF SUPPORTED BY LAW, ISSUED TENDER, ACCEPTED BID OR FINAL PRE-AWARD CITY DETERMINATION]	[INSERT IF APPLICABLE]	Not established as an express requirement by the issued tender reviewed; do not impose unless supported by an incorporated source
Contractor/installation all-risk	[INSERT / N/A ONLY IF SUPPORTED BY LAW, ISSUED TENDER, ACCEPTED BID OR FINAL PRE-AWARD CITY DETERMINATION]	[INSERT IF APPLICABLE]	Not established as an express requirement by the issued tender reviewed; do not impose unless supported by an incorporated source
Goods in transit	[INSERT / N/A ONLY IF SUPPORTED BY LAW, ISSUED TENDER, ACCEPTED BID OR FINAL PRE-AWARD	[INSERT IF APPLICABLE]	Not established as an express requirement by the issued tender reviewed; do not impose unless

INSTRUMENT	LIMIT / AMOUNT	VALIDITY	REFERENCE
	CITY DETERMINATION]		supported by an incorporated source
Performance security	[INSERT AMOUNT/FORM]	[INSERT EXPIRY]	[INSERT ISSUER]

Schedule 8. Approval and Delegation Matrix

8.1 No approval is effective unless issued by a person holding the necessary delegation.

DECISION	APPROVING AUTHORITY	EVIDENCE
Contract amendment / increase	Accounting Officer or delegated authority, subject to law	Signed written amendment
Variation within approved authority	[INSERT DELEGATED OFFICIAL]	Written variation order
Lease / user agreement	[INSERT CITY AUTHORITY]	Approved form and signed instrument
Tariff / rental / concession	City authority under applicable policy/by-law	Formal approval
Capital replacement	City official holding the applicable capital/procurement delegation	Approved business case and purchase order
Subcontractor	City Representative and SCM where required	Written approval
Key person replacement	City Representative	Written approval
Invoice certification	City Representative or other City official holding the applicable written financial/payment delegation	Monthly performance and payment certificate, with delegation/authority record
Emergency work	City Representative / duty official within delegation	Immediate instruction plus written confirmation

Schedule 9. Contract Forms

9.1 The following forms shall be completed and attached or adopted before commencement:

9.2 Form 1 - Monthly Performance and Payment Certificate

9.3 Form 2 - Variation Request and Variation Order

9.4 Form 3 - Incident and Emergency Notification

9.5 Form 4 - Corrective Action Notice

9.6 Form 5 - Asset Handover Certificate

9.7 Form 6 - Tenant/Operator Deposit Reconciliation
9.8 Form 7 - Subcontractor Approval
9.9 Form 8 - Key Person Replacement Request
9.10 Form 9 - Final Completion and Handover Certificate

Schedule 10. Exit and Handback Plan

10.1 The exit plan shall be maintained and updated during the Contract and shall be finalised sufficiently in advance of scheduled expiry to permit an orderly handover. Any specific advance period shall be the period stated in the Accepted Bid, Contract Data or a City-approved operational plan that does not materially alter the awarded commercial terms.

WORKSTREAM	HANDBACK REQUIREMENT
Assets	Verified register, condition, location, warranties, spares, keys and defects
Property condition	Closing assessment compared with baseline and mid-term assessment; costed outstanding work
Tenants and users	Signed instruments, applications, deposits, arrears, disputes, expiries, access rights and correspondence
Revenue	Final billing, cashless-platform, bank, receipt, deposit and debtor reconciliations
Maintenance	Open work orders, planned tasks, certificates, manuals, service histories, parts and contractor details
Security	Keys, cards, codes, CCTV archives, occurrence books, incident files and authority-controlled credentials
OHS/environment	Legal appointments, risk assessments, permits, incidents, waste manifests and statutory records
Systems/data	Complete export, data dictionary, licences, configuration, passwords transferred securely and deletion confirmation
Personnel/subcontractors	Demobilisation, labour compliance, subcontract closure and continuity arrangements
Final account	All claims and supporting documents by the contractual cut-off date

Schedule 11. Incorporated Tender and Award Documents

11.1 The Parties shall initial or otherwise formally incorporate the final documents listed below. No bidder-specific document, price, commitment or award fact shall be treated as incorporated unless it is identified from the approved procurement/award record and attached or incorporated by an authorised completion memorandum before execution.

REF	DOCUMENT	DESCRIPTION	STATUS
11.1	Signed JITI Agreement	This Agreement and Special Conditions, including all Schedules	Included
11.2	Form of Bid	Signed form submitted by the successful bidder	Attach
11.3	Appointment / Award Letter	Final signed City appointment or award letter and accepted clarifications	Attach
11.4	Complete Tender Document	Issued COJ/TRP002/25-26 tender document	Attach
11.5	Terms of Reference	Final approved JITI Terms of Reference and detailed scope	Attach
11.6	Service Levels, KPIs and Remedies	Schedule 3 containing the approved tender-aligned KPIs, targets, reporting requirements and remedies	Complete before signature
11.7	Accepted Pricing Schedule	Completed City pricing schedule and accepted rates	Attach
11.8	MBD 3.2 and MBD 3.3	Accepted MBD 3.2 non-firm escalation factors/formula and MBD 3.3 professional-services pricing information, including the accepted employee-rate breakdown and applicable exchange-rate/base information	Attach
11.9	Other Mandatory MBD Forms	MBD 4, MBD 5, MBD 6.1, MBD 8 and MBD 9	Attach
11.10	COJ-JITI Forms	Completed and signed COJ-JITI/001 and COJ-JITI/002	Attach
11.11	Accepted Proposal and Methodology	Successful bidder’s technical proposal, implementation methodology and accepted commitments, incorporated only to the extent accepted and consistent with higher-ranking Contract Documents	Attach
11.12	Personnel Submission	Accepted organogram, CVs, qualifications and personnel commitments	Attach
11.13	Subcontracting Submission	Accepted subcontracting certificate, agreements, percentages and designated-group commitments	Attach
11.14	Tender Addenda and Clarifications	All City-issued addenda, briefing records and accepted written clarifications	Attach
11.15	Government GCC	Complete Government Procurement GCC, Amendment 1 of 2010, incorporated unamended and signed/noted by the parties	Attach complete signed copy

REF	DOCUMENT	DESCRIPTION	STATUS
11.16	Section 33 Compliance Record	Council/community consultation and statutory approvals, as applicable	Attach / reference
11.17	Delegations and Authority	City delegation and Service Provider board resolution or authority	Attach
11.18	Insurance and Security	Schedule 7 instruments and final City insurance determination	Attach before commencement
11.19	Site Inspection Record	Compulsory briefing/site-inspection attendance and relevant records	Attach / reference
11.20	Approved Operational Plans	Plans submitted and approved after award	Controlled documents; update register
11.21	MBD 7 Written Contract Form	Signed written contract form required by MBD 1 Part A / tender award requirements	Attach before signature / execution

Schedule 12. Completion Checklist Before Signature

12.1 This Agreement shall not be treated as execution-ready until the following items have been verified against the issued tender, final approved award record, successful bidder's Accepted Bid and applicable City delegations. No placeholder may be completed from assumption, prior draft language or an unverified bidder identity.

ITEM	REQUIRED COMPLETION	SOURCE / CONTROL	STATUS
12.1	Accepted pricing	Attach completed accepted Annexure A, MBD 3.2, MBD 3.3 and employee hourly-rate breakdown; confirm ceiling and lawful evaluation-stage corrections	Outstanding
12.2	Price-adjustment inputs	Insert/attach accepted MBD factors, weightings, fixed portion, indices, base date and exchange-rate information; no new post-award formula	Outstanding
12.3	Schedule 3 KPIs/remedies	Replace/complete every bracketed or illustrative numerical KPI, service credit, penalty, threshold and cap only from tender/Accepted Bid/lawful pre-signature approval	Outstanding
12.4	City representative and delegations	Insert authorised representatives, domicilia and written delegation/approval matrix, including payment certifier and variation authority	Outstanding

12.5	Commencement and section 33	Insert agreed commencement date only after all applicable MFMA section 33 and municipal approvals are confirmed	Outstanding
12.6	Key personnel	Complete Schedule 6 from the Accepted Bid and attach CVs, qualifications and organogram	Outstanding
12.7	Subcontracting commitments	Insert accepted percentages, designated groups and approved subcontractors; attach accepted submission	Outstanding
12.8	Insurance/security	Confirm public liability position and all other insurance/security requirements only from Applicable Law, Accepted Bid or lawful final City risk/award determination	Outstanding
12.9	Operational forms/plans	Adopt monthly payment certificate, variation, incident, corrective-action and handover forms; identify controlled operational plans required after commencement	Outstanding
12.10	Tender/award attachments	Initial/attach all Schedule 11 Contract Documents, including GCC, award letter, tender, Terms of Reference, Accepted Bid/methodology and mandatory MBD forms such as the completed and accepted Municipal Bidding Documents forming part of the Service Provider's Accepted Bid, including MBD 3.2, MBD 3.3, MBD 4, MBD 5 (where applicable), MBD 6.1, MBD 8 and MBD 9	Outstanding
12.11	Scope verification	Confirm Schedule 2 remains a consolidation of the issued high-level and detailed Scope of Work and does not add a material post-award service obligation	Outstanding
12.12	Execution authority	Attach Service Provider board authority and confirm City signatory/delegated authority and execution requirements.	Outstanding