

CITY OF TSHWANE

**REZONING OF PORTION 2 TO 102
OF ERF 1305 SOSHANGUVE-M**

SERVICES REPORT

**ELECTRICAL ENGINEERING
SERVICES**

APS (39485)

CITY OF TSHWANE

**REZONING OF PORTION 2 TO 102
OF ERF 1305 SOSHANGUVE-M**

SERVICES REPORT

**ELECTRICAL ENGINEERING
SERVICES**

APS (39485)

**CITY OF TSHWANE : REZONING APPLICATION OF PORTION 2 TO 102 OF ERF 1305
SOSHANGUVE-M : SERVICES REPORT FOR ELECTRICAL ENGINEERING SERVICES**

1. CLIENT :

Name of Client	Govhani Student Accommodation
Contact Person	Nceba Galawe
Address	Unit 2, Westfield Place 6 Friesland Drive Longmeadow Business Estate Edenvale 1609
Cell No.	073 872 6368
E-mail	ngalawe@govhani.co.za

2. FOR SUBMISSION TO :

Local Authority	City of Tshwane (Electrical)
Contact Person	Frank Gibbon
Address	City of Tshwane Electrical Department Loftus Park Offices 416 Kirkness Street Arcadia Pretoria 0083
Telephone No.	012-358 4010
E-mail	FrankG@tshwane.gov.za

**CITY OF TSHWANE : REZONING APPLICATION OF PORTION 2 TO 102 OF ERF 1305
SOSHANGUVE-M : SERVICES REPORT FOR ELECTRICAL ENGINEERING SERVICES**

3. COMPILED BY :

Company	CIVILCONSULT Consulting Engineers (Pty) Ltd
Contact Person	Herman Boshoff (ECSA No. 20160577)
Address	541 Jorissen Street Sunnyside Pretoria 0002
Telephone No.	012-343 6297/0181/0845
E-mail	mail@civilconsult.co.za

**CITY OF TSHWANE : REZONING APPLICATION OF PORTION 2 TO 102 OF ERF 1305
SOSHANGUVE-M : SERVICES REPORT FOR ELECTRICAL ENGINEERING SERVICES**

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**CITY OF TSHWANE : REZONING APPLICATION OF PORTION 2 TO 102 OF ERF 1305
SOSHANGUVE-M : SERVICES REPORT FOR ELECTRICAL ENGINEERING SERVICES**

1. INTRODUCTION

CIVILCONSULT Consulting Engineers (Pty) Ltd was appointed by Nceba Galawe of Govhani Student Accommodation to compile a Services Report for Electrical Engineering Services for the Rezoning of Portion 2 to 102 of Erf 1305 Soshanguve-M.

For the purposes of this report, we will refer to the Rezoning of Portion 2 to 102 of Erf 1305 Soshanguve-M, as the Proposed Development.

2. PROFESSIONAL TEAM

The professional team is as follows :

Professional Discipline	Name of Company	Contact Person
Client	Govhani Student Accommodation	Nceba Galawe
Project Manager	Origin Project Management	Mike Woodruff
Town Planner	Emendo (Pty) Ltd Project Managers and Planners	Nompumelelo Majola
Architect	Batley Partners	Edmund Batley
Quantity Surveyor	Mbatha Walters and Simpson	Hilton Shak
Traffic Engineer	Infratrans / Techworld	Pieter Kruger
Electrical Engineer	CIVILCONSULT Consulting Engineers (Pty) Ltd	Herman Boshoff
Civil Engineer		Leon Wentzel / Marten Tiemensma / Taufeeq Guman

3. LOCATION OF PROPOSED DEVELOPMENT

The Proposed Development is located on Erf 1305 Soshanguve-M.

The Proposed Development is bounded by Imphangele Street to the north and Flower Street to the south and south west. The Proposed Development is approximately 1km to the west of the Tshwane University of Technology, Soshanguve Campus.

Refer to Annexure A, Drawing No. 2376/100/01/00 for a Locality Plan.

4. LAND USES

The existing and proposed land uses are summarised in Tables 4.1 and 4.2 below.

Table 4.1 : Existing Land Uses

Zoning	Erf No	Area (ha)	No of Erven
Residential 1	1305	4.3685	101

Table 4.2 : Proposed Land Uses

Zoning	Erf No.	Area (ha)	FAR / Coverage	Floor Area (m ²)	No of Beds
Residential 5 (Student Accommodation)	1305	4.368	1.2 / 30%	52 416.00	2600

5. ELECTRICAL ENGINEERING SERVICES

5.1 Introduction

The Proposed Development will be supplied with electricity from CoT Power Supply Network.

The external network design will adhere to CoT's standards and requirements.

Other standards to which the electrical design will adhere to include the relevant SABS safety and equipment standards, as well as the NRS 048 Quality of Supply Standard.

5.2 Estimated Maximum Demand

The total estimated maximum demand of the Proposed Development is shown in Table 5.2.

Table 5.2 : Estimated Maximum Demand

Zoning	Uses	Proposed Development		
		Number of Units/ Area (m ²)	Load Assumption (kVA / Unit)/(VA/m ²)	Load (kVA)
Student Accommodation	3 Bed Units	415	3.5kVA / Unit	1452.5
	6 Bed Units	226	5kVA / Unit	1130
	Laundry / Study Centre	27	18.4kVA / Unit	496.8
	Canteen	790m ²	150VA/m ²	118.5
Total				3197.80

5.3 External Supply Network

CoT will require the addition of three panels in K-substation to support the Proposed Development. A new 70mm 11kV cable shall then be laid from K-sub to the Proposed Development and back to middle leg between T4 at sub-yard and T3 near Erf 2183 near K-sub with a new T3 metering be installed inside 3x6m servitude within the boundary of the Proposed Development.

The viability of this proposal depends on the availability of enough spare capacity on the existing Tshwane network. CoT has subsequently required an Engineering Agreement to be signed between their representative and the client to create the available capacity to support the development's deemed power requirements. The Engineering Agreement attached here further details the required scope of works required to be undertaken in terms of bulk electrical network upgrades. Refer to Annexure B for a copy of the agreement.

5.4 Bulk Metering

Bulk metering will be done inside the new T3 metering unit to be installed on the boundary of the Proposed Development, in a 6 x 3m servitude to be registered in favour of CoT.

5.5 Internal Reticulation

The following is proposed :

- install new miniature substations of rating 11kV / 415V at optimum positions within the development
- install wall-mounted distribution boards at optimum positions
- install 120mm² and 185mm² low voltage aluminium cables from the miniature substations up to the distribution boards

5.6 Area Lighting

Area lighting equipment should be determined taking into account the following :

- the degree of street luminance required versus the sensitivity of the area to excess lighting
- architectural and landscaping preferences
- whether solar panels must be used for supplementary electrical supply

6. ESTIMATED BULK SERVICES CONTRIBUTIONS

The Bulk Services Contributions payable to CoT for electrical engineering services, will be determined with the compilation of the services agreements. The estimated full bulk services contributions are noted in the Engineering Services Agreement and APS commentary.

7. CONSTRUCTION PERIOD

The anticipated construction period for the external electrical services is estimated at 8 months.

8. CONCLUSION

We trust that the above report meets with your requirements. Please contact us should you require any additional information.



.....
Herman Boshoff
for CIVILCONSULT Consulting Engineers (Pty) Ltd

10/09/2025

.....
Date

ANNEXURE A

LOCALITY PLAN

ANNEXURE B

ENGINEERING AGREEMENT

ENGINEERING AGREEMENT

In Terms If SPLUMA And The By-Laws Of The City Of Tshwane

In respect of

ELECTRICITY

ENTERED INTO BY AND BETWEEN

**CITY OF TSHWANE METROPOLITAN
MUNICIPALITY**

AND

**GOVHANI STUDENT ACCOMMODATION
(PTY) LTD**

**In the respect of electricity allocation to portion 2 to 102 of erf 1305
Soshanguve-M (APS 39485) – Rezoning Application**

REVISION 2

CITY OF TSHWANE : PORTION 2 TO 102 OF ERF 1305 SOSHANGUVE-M : ENGINEERING SERVICE AGREEMENT FOR ELECTRICITY

1. CLIENT / APPLICANT / LAND OWNER :

Name of Client	Govhani Student Accommodation
Contact Person	Nceba Galawe
Address	Unit 2, Westfield Place 6 Friesland Drive Longmeadow Business Estate EDENVALE 1609
Telephone No. / Cell No.	073 872 6368
E-mail	ngalawe@govhani.co.za

2. FOR SUBMISSION TO :

Local Authority	City of Tshwane (Electrical)
Contact Person	Cliffon Maswanganyi, Mbebetsi J. Mboyane
Address	312 Giovanetti Street, Nieu Muckleneuk, PRETORIA 0181
Telephone No. / Cell No.	012 358 5750 / 012 358 0423
E-mail	CliffonM@Tshwane.gov.za, MbebetsiM@Tshwane.go.za

CITY OF TSHWANE : PORTION 2 TO 102 OF ERF 1305 SOSHANGUVE-M : ENGINEERING SERVICE AGREEMENT FOR ELECTRICITY

3. COMPILED BY :

Company	CIVILCONSULT Consulting Engineers (Pty) Ltd
Contact Person	Herman Boshoff (ECSA 20160577)
Address	541 Jorissen Street SUNNYSIDE Pretoria 0002
Telephone No. / Cell No.	012-343 6297 / 0181 / 0845
E-mail	herman@civilconsult.co.za

CITY OF TSHWANE : PORTION 2 OF 102 OF ERF 1305 SOSHANGUVE-M : ENGINEERING SERVICE AGREEMENT FOR ELECTRICITY

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LIST OF ANNEXURES

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CITY OF TSHWANE : PORTION 2 TO 102 OF ERF 1305 SOSHANGUVE-M : ENGINEERING SERVICE AGREEMENT FOR ELECTRICITY

DEFINITIONS

Agreement	This Engineering Service Agreement agreed to by both the Parties indicated which details the terms and conditions under which the Municipality will support the Rezoning Application for the Development and also the Scope of Works to be undertaken after rezoning approval under which the Municipality will supply electricity to the Development.
Applicant	Govhani Student Accommodation (PTY) Ltd, a company with limited liability with Registration No. 2016/112935/07 and registered address Unit 2, Westfield Place, 6 Friesland Drive Longmeadow Business Estate, Edenvale 1609, by virtue of the power of attorney included in Annexure E
Authorised Capacity	The 3,198 MVA electricity supply that is indefinitely allocated to the Property in terms of the Policy and this Agreement.
BA	Basic Assessment.
Capacity rate	The standard rate at which the Council by virtue of its officially promulgated electricity tariff policy in terms of Section 75(1) of Local Government Municipality Systems Act 2000 (Act 32 of 2000) as amended from time to time charge bulk contribution quota charges in respect of kVA / MVA external electricity capacity to developers within its area of electricity distribution. The quota charge applicable to this contract is the R3 783.33/kVA excl. VAT for connection to an existing 11kV supply or as per the inputs from the Municipality. These tariffs are subject to being increased on 1st July of each consecutive year.
Council	The City of Tshwane Metropolitan Municipality, a Local Authority with legal personality, duly established in terms of the provisions of the Local Government Municipal Systems Act 2000, herein represented by: <u>N. Mithoo</u> In their capacity as Acting Divisional Head: Electricity Planning and Development, duly authorized thereto by way of resolution of the aforementioned Council to that effect and Council shall have a consonant meaning
Contractor	The electrical Contractor to be selected and appointed directly by the Applicant for the execution of the Donation Works in terms of FIDIC conditions of contract. The Contractor must have a minimum 7 CIDB grading.
Credit Capacity	The existing Credit Capacity of the Property is 13,8 kVA.
Date of Signature	The last date on which this agreement signed by a party here
DEA	Department: Environmental Affairs.
Developer	Govhani Student Accommodation (PTY) Ltd, a company with limited liability with Registration No. 2016/112935/07 and registered address Unit 2, Westfield Place, 6 Friesland Drive Longmeadow Business Estate, Edenvale 1609, by virtue of the power of attorney included in Annexure E
Development	The development envisaged by the Developer, namely Portion 2 to 102 of Erf 1305 Soshanguve-M clearly depicted on the plan attached hereto as Annexure D and which Developments shall realize essentially in accordance with the development proposals and development controls envisaged in the Section 98 (1) of the Town planning and Township Ordinance, Ordinance 15 of 1986 applications lodged by the Developer in respect of such townships

CITY OF TSHWANE : PORTION 2 TO 102 OF ERF 1305 SOSHANGUVE-M : ENGINEERING SERVICE AGREEMENT FOR ELECTRICITY

Development Charge	The Development Charge payable by the Applicant, for the additional 3184,2kVA required to increase the Authorised Capacity of the Property to 3,198 MVA, calculated in accordance with the tariff policy of the Municipality for electricity in terms of the Local Government: Municipal Systems Act 2000 (Act 32 of 2000).
Donation Works	The Donation Works consist of the remedial work to be undertaken on behalf the City of Tshwane by the Applicant to create the necessary capacity at K-Sub to support the development. Non-deductible from Development Charge
EIA	Environmental Impact Assessment
Electricity Tariffs	The Electricity Tariffs applicable to the Medium-Voltage Electricity Service Connection to the Property are those defined in Schedule 2: Domestic Bulk Supply: Domestic Time of Use of Part A Domestic Tariff Scales of Schedule 1 Supply of Electricity Part I: Energy, Demand and Fixed Demand Charges as promulgated by the Municipality. These tariffs are payable to the City of Tshwane.
Engineer	The Applicant's consulting electrical engineer, CivilConsult (PTY) Ltd herein represented by Herman Boshoff (ECSA 20160577)
EMP	Environmental Management Plan
Enquiry for Electrical Capacity	The written enquiry to the Municipality for increasing the Credit Capacity of the Property to 3,198 MVA, attached in Annexure B
Future Developer	Govhani Student Accommodation (PTY) Ltd, a company with limited liability with Registration No. 2016/112935/07 and registered address Unit 2, Westfield Place, 6 Friesland Drive Longmeadow Business Estate, Edenvale 1609, by virtue of the power of attorney included in Annexure E
FSR	Floor space ratio.
Inputs	Commentary from the Municipality in response to the Enquiry for Electrical Capacity (Annexure B), attached in Annexure C. Inputs inform the support or rejection of the Rezoning Application
kVA	kilo-Volt-Ampere (1 000 VA)
Last 100m Works	The Last 100m Works refers to the final 100 meters from the point of supply up to and including the property boundary. Non-deductible from Development Charge
Municipality	The City of Tshwane Metropolitan Municipality, a Local Authority with legal personality, duly established in terms of the provisions of the Local Government Municipal Systems Act 2000, herein represented by <u>N. Mithoo</u> Acting Divisional Head: Electricity Planning and Development duly authorized thereto by way of resolution of the aforementioned Municipality to that effect and Municipality shall have a consonant meaning.
MVA	Mega-Volt-Ampere (1 000 000 VA).
New Works	New Works shall be the required work to supply power from K-Sub to the Property. Deductible from Development Charge
Ordinance	Town Planning and Township Ordinance, 1986 (Ordinance 15 of 1986).
Parties	The Municipality and the Applicant.

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Point of Connection	The point at which electricity is supplied to the Property, namely, the 11kV switchboard of the Primary Substation. The electricity metering will be provided in the metering unit of the boundary metering ring main unit.
Policy	The Municipality's Policy on Levying Contributions for the Provision of Engineering Services, approved by the Council on 28 October 2004.
Primary Substation	K-Sub 30MVA, 33/11 kV Primary Substation.
Property	Proposed Portion 2-102 of Erf 1305 (4,3685 hectare) in extent Soshanguve-M, City of Tshwane
Representative	Project Manager - Mlungisi Tshangela – Origin PM
Rezoning Application	The application for a land development area submitted by the Developer in terms of Town Planning and Township Ordinance, 1986 (Ordinance 15 of 1986) (APS 39485)
Service Agreement	The legal agreement which details the terms and conditions by which the Municipality will supply electricity to the Development and by which the Applicant must agree to. It shall supersede this Agreement upon signature of both Parties.
Service Connection	The approved municipal medium-voltage 11kV service connection to the Property shall be detailed as part of the Service Agreement. The Service Connection is rated for a firm (N-1) 3,198 MVA. The over-current protection settings will be set for a 3,2MVA supply. The Service Connection must be in accordance with the requirements of the Supply By-Laws of the Municipality.
SPLUMA	Spatial Planning and Land Use Management Act 16 of 2013.
Supply area	The Supply Area of the Primary Substation which includes the Property.
Supply By-Laws	Means the Standard Electricity Supply By-Laws of the Municipality as published in the Government Gazette of 7 August 2013.
Total Works	The combined works to be undertaken to provide electricity to the Development consisting of the Donation Works, New Works and Last 100m Works

1.RECITAL/PREAMBLE

- 1.1. Whereas the Developer envisions the Development on the Property; and
- 1.2. Whereas the Property is situated within the jurisdiction and electricity distribution area of the Municipality; and
- 1.3. Whereas Credit Capacity of the Property is 13.8kVA; and
- 1.4. Whereas the Developer ultimately requires a 3198kVA supply to the Property; and
- 1.5. Whereas the Municipality is not in a position now to support the Development's required additional 3184,2 kVA due to the work required at the nearest point of supply (K-Sub) not having enough firm capacity to support the Development; and
- 1.6. Whereas the Municipality's maintenance department has the region flagged for complete overhaul from 33kV to 132kV in the long term to restore the required capacity, the Municipality has no allocated short-term plans in this regard; and

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- 1.7. Whereas the Developer is currently looking at construction to start within 2025; and
- 1.8. Whereas the Developer is prepared to fund the required restorative works on behalf of the Municipality as a donation should the Development's Rezoning Application be approved; and
- 1.9. Whereas these works shall be referred to as the Donation Works for this Agreement; and
- 1.10. Whereas in addition to the Donation Works, the New Works and Last 100m works shall also be required to be undertaken to provide the required Electricity to the Property; and
- 1.11. Whereas the Developer acknowledges that only the New Works shall be deductible from the Development Charge if they are undertaken by the Developer; and
- 1.12. Whereas the Developer acknowledges that the Donation Works and the Last 100m Works shall not be deductible from the Development Charge under any circumstances; and
- 1.13. Whereas the Municipality shall under no circumstances, refund any part of the cost of the Donation Works undertaken by the Developer; and
- 1.14. Whereas the Developer acknowledges that a donation process shall be followed to undertake the Donation Works.
- 1.15. Whereas the Municipality's Electrical department is prepared to support the Rezoning Application should this Agreement be signed by both Parties; and

2. MUTUAL COMMITMENT

- 2.1. The Municipality, upon signature of this Agreement by both Parties, undertakes to immediately revise previously negative feedback commentary and inputs into positive feedback and commentary regarding electricity in support the Rezoning Application for the Property.
- 2.2. The Municipality undertakes to increase the Credit Capacity of the property by an additional 3184,2 kVA to 3,198kVA pending the Rezoning Application approval.
- 2.3. The actual physical supply of the 3,198 kVA to the Property by the Municipality, is subject to the Scope of Works as set out in section 4 of this Agreement being carried out.

3. SUSPENSIVE CONDITIONS

- 3.1. This Agreement is suspensive and is dependent on the successful Rezoning Application approval of APS 39485.

4. SCOPE OF WORKS

The Scope of Works to be undertaken to supply Electricity to the Property for the provision of the Authorised Capacity shall consist of the following Works:

- The Donation Works

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- The New Works
- The Last 100m Works

4.1. Scope of Donation Works

- 4.1.1. The parties herewith agree that the scope of Donation Works, for which the full cost shall be borne by the Developer as a donation in accordance with the Municipality's donation process, in restoring the capacity of K-Sub from which the Development shall be supplied with electricity shall include the following:

Transformer Replacement:

- 1No. 33/11 kV 10MVA Transformer to be supplied, delivered, installed and commissioned with the Municipality's project manager.
- 300m 300mm CU Single Core Cables to be supplied between new transformer and substation panels supplied, delivered, installed and commissioned.
- 12No. 300mm CU Single Core Cables to be terminated at transformer and substation panels supplied, delivered, installed and commissioned.
- 160m 70mm BCEW earthing cable to be provided between transformer and substation supplied, delivered and installed.
- 1No. earth strapping on transformer supplied, delivered and installed.
- 1No. earth mat supplied, delivered and installed.
- 120m 2.5mm 12core CU communication cable between transformer and substation supplied, delivered and installed.
- 6No. 2.5mm 12core CU communication cable terminations supplied, delivered and installed.
- Excavations, bedding, strapping, concrete on top of cables and danger tape to be constructed or installed between transformer and substation panels.
- Handover to Council, as build forms as required by the Municipality.

Burnt Panel Replacement:

- Sectionalize Panel in Substation to be performed including labelling of new sections and cable ends as per Municipality specifications.
- Remove existing 2No. Burnt Panels
- 1No. Refurbished AGVB Panel to be supplied, delivered, installed and commissioned with the Municipality's project manager. equivalent to the existing panels and which shall conform to the following specifications:
 - Refurbished AGVB Panels and Breakers
 - Supply of refurbished AGVB Panels and Breakers.
 - AGVB 800/20kA 11kV Motorized Vacuum Circuit
 - Breakers.
 - Micom P122 Overcurrent and Earth Fault
 - Protection Relays.
 - Sets Current Transformers 10P10 15VA.
 - Ammeter and Selector Switches.
 - Sets VCB ON & OFF LED Indication.
 - Scame Door Sockets for Remote Switching.
 - Complete set Operating Tools and Busbars + CAD Drawings.
 - Wired for 30VDC Trip & Close + 110VAC Metering Class.
 - Including labelling of cable ends as per Municipality specifications.
- Handover to Council, as build forms as required by the Municipality.

Supporting Work:

- Energy Audit to be Performed at K-Sub
- Professional Electrical Engineering fees (design, drawings and approvals)
- 10% Contingency

Estimated Value: R7 500 000,00 Ex VAT as of February 2025

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4.2. Scope of New Works

4.2.1. The parties herewith agree that the scope of New Works, for which the full cost shall be deducted from the Development Charges provided that these works are carried out in full by the Developer include but are not limited to the following:

New Panel Installation:

- a) 2No. Refurbished AGVB Panel to be supplied, delivered, installed and commissioned with the Municipality's project manager equivalent to the existing panels and which shall conform to the following specifications:
 - Refurbished AGVB Panels and Breakers
 - Supply of refurbished AGVB Panels and Breakers.
 - AGVB 800/20kA 11kV Motorized Vacuum Circuit Breakers.
 - Micom P122 Overcurrent and Earth Fault Protection Relays.
 - Sets Current Transformers 10P10 15VA.
 - Ammeter and Selector Switches.
 - Sets VCB ON & OFF LED Indication.
 - Scame Door Sockets for Remote Switching.
 - Complete set Operating Tools and Busbars + CAD Drawings.
 - Wired for 30VDC Trip & Close + 110VAC Metering Class.
 - Including labelling of cable ends as per Municipality specifications.
- b) Busbar extensions of existing switchgear shall be carried out should it be required for the new panels.
- c) Handover to Council, as build forms as required by the Municipality.

New Cable Installation:

- a) 2No. 300x3(Alu) PILC SWA 11KV Cables to be supplied, delivered installed from K-Sub to within 100m from the Property approximately 1700m distance including:
 - Joints
 - Terminations at K-Sub new panels
 - Pressure Tests
- b) Trenching 1,5m deep & 600mm wide from K-Sub to within 100m of the Property approximately 1700m distance for MV cables including:
 - Setting out of the Cable Route
 - Cross cuts to determine route
 - Excavations by hand or TLB as required
 - Import of soft material
 - Backfilling and compaction, in layers of 300mm using mechanical compactor
 - Plastic danger tape on top of cables
 - Supplying and installing concrete protection slabs on top of crossings
 - Supplying and installing flat wrap razor wire
 - Barricading
- c) Road crossings, Paving and Driveways including:
 - 160mm Sleeves
 - Horizontal Drilling under roads
 - Drilling pits
 - Lift & Re-instatement of brick/concrete pavement to original condition.

Supporting Work:

- a) Professional Electrical Engineering fees (design, drawings and approvals)
- b) 10% Contingency

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Estimated Value: R8 600 000,00 Ex VAT as of February 2025

4.3. Scope of Last 100m Works

4.3.1. The parties herewith agree that the scope of the Last 100m Works, for which the full cost shall be borne by the Developer as is normally required for any development and which is non-deductible from the Development charge includes but are not limited to the following:

Metering Ring Main Unit (MRMU) Installation:

- a) 1No. Metering Ring Main Unit to be supplied, delivered, installed and commissioned at the Property boundary complying with the following minimum specifications in addition to the Municipality's specifications:
 - 2x200 Amp Breakers and 2x630 Isolators
 - Concrete base
 - Earth mat
- b) Handover to Council, as build forms as required by the Municipality.

New Cable Installation:

- a) 2No. 300x3(Alu) PILC SWA 11KV Cables to be supplied, delivered installed from 100m away from the Property boundary including:
 - Terminations at K-Sub new panels
 - Pressure Tests
- b) Trenching 1,5m deep & 600mm wide from 100m away from the Property boundary for MV cables including:
 - Setting out of the Cable Route
 - Cross cuts to determine route
 - Excavations by hand or TLB as required
 - Import of soft material
 - Backfilling and compaction, in layers of 300mm using mechanical compactor
 - Plastic danger tape on top of cables
 - Supplying and installing concrete protection slabs on top of crossings
 - Supplying and installing flat wrap razor wire
 - Barricading
- c) Road crossings, Paving and Driveways including:
 - 160mm Sleeves
 - Horizontal Drilling under roads
 - Drilling pits
 - Lift & Re-instatement of brick/concrete pavement to original condition.

Supporting Work:

- a) Professional Electrical Engineering fees (design, drawings and approvals)
- b) 10% Contingency

Estimated Value: R1 550 000,00 Ex VAT as of February 2025

4.4. The Scope Works referred to in clause 4 must ultimately be executed in accordance with the approved Scope Works drawings and the specific technical requirements of the Municipality.

4.5. For the New Works, the Donation Works and the Last 100m Works the estimates and work descriptions provided in sections 4.1, 4.2 and 4.3 respectively, shall be subject to revision as required by the Engineer and the Municipality in the finalization of the design package for construction.

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- 4.6. Any change to the scope of the Scope Works is subject to the written mutual approval by the Parties

5.GENERAL OBLIGATIONS OF THE MUNICIPALITY

The Municipality shall, for purpose of this agreement be obliged to:

- 5.1. Assign a project manager to this project to verify and validate that the Total Works is undertaken in terms of the Municipality's specifications and approval of the Donation Works.
- 5.2. Assist with the requests for switching and outages requested by the Engineer in the execution of the Total Works.
- 5.3. Approve or approve with amendments the Contractor's Total Works drawings within seven (7) working days from receipt thereof.
- 5.4. The Municipality will be responsible to maintain the Total Works once handed over by the Developer.

6.GENERAL OBLIGATIONS OF THE DEVELOPER

The Developer shall for purposes of this agreement be obliged to:

- 6.1. Formally appoint the Engineer for the design, construction supervision and project management of the Total Works
- 6.2. Formally appoint a professional safety consultant to ensure that the Total Works are constructed in accordance with the applicable safety legislation.
- 6.3. Invite contractors who have successfully tendered, contracted and completed similar to the Total Works for the Municipality in the past five years.
- 6.4. Evaluate and adjudicate the tenders and appoint the Contractor/s for the execution of the Total Works and the Service Connection. The appointment of the Contractor for the Total Works must be undertaken in consultation with the Municipality
- 6.5. To ensure that the design of the Total Works complies with the general requirements and the technical specifications and standards of the Municipality.
- 6.6. Obtain all wayleaves and permits required for the execution of the Total Works.

7.FINANCIAL OBLIGATION OF THE DEVELOPER

- 7.1. Cost of Donation Works

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The Developer shall, irrespective of whatever land use rights are finally approved for the Developments by the Council:

- 7.1.1. be responsible for the full cost and expense of the construction of the Donation Works in accordance with the scope of Donation Works as set out in Clause 4 herein.
- 7.1.2. be responsible for the payment of all professional fees required for purposes of clauses 7.1.1 above,
- 7.1.3. be responsible and will ensure that the Donation Works insurance and third party insurance is actuated during the construction period and for the twelve (12) months guarantee after the construction completion date.
- 7.1.4. be responsible for the twelve (12) months defects liability period after the construction completion date.

7.2. Performance and payment guarantee

- 7.2.1. The Developer is not obliged to provide the Council with a performance guarantee nor the successful contractor with a payment guarantee for the Donation Works.

7.3. Cost of New Works

The Developer shall, irrespective of whatever land use rights are finally approved for the Developments by the Council:

- 7.3.1. be responsible for the full cost and expense of the construction of the New Works in accordance with the scope of New Works as set out in Clause 4 herein.
- 7.3.2. be responsible for the payment of all professional fees required for purposes of clauses 7.3.1 above,
- 7.3.3. be responsible and will ensure that the New Works insurance and third party insurance is actuated during the construction period and for the twelve (12) months guarantee after the construction completion date.
- 7.3.4. be responsible for the twelve (12) months defects liability period after the construction completion date.

7.4. Performance and payment guarantee

- 7.4.1. The Developer shall be obliged to provide the Council with a performance guarantees as required by the Municipality and the successful contractor with a payment guarantee for the New Works.

7.5. Cost of Last 100m Works

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The Developer shall, irrespective of whatever land use rights are finally approved for the Developments by the Council:

- 7.5.1. be responsible for the full cost and expense of the construction of the Last 100m Works in accordance with the scope of Last 100m Works as set out in Clause 4 herein.
- 7.5.2. be responsible for the payment of all professional fees required for purposes of clauses 7.5.1 above,
- 7.5.3. be responsible and will ensure that the Last 100m Works insurance and third party insurance is actuated during the construction period and for the twelve (12) months guarantee after the construction completion date.
- 7.5.4. be responsible for the twelve (12) months defects liability period after the construction completion date.
- 7.6. Performance and payment guarantee
- 7.6.1. The Developer shall be obliged to provide the Council with a performance guarantees as required by the Municipality and the successful contractor with a payment guarantee for the Last 100m Works.

8.FINANCIAL OBLIGATION OF THE MUNICIPALITY

- 8.1. The Municipality will not be responsible for the payment of any costs, including interest, incurred by the Developer in the execution of the Total Works.
- 8.2. The Municipality will at its cost operate and maintain the Total Works after the successful testing, commissioning and handing over of the Total Works to the Municipality.
- 8.3. The Municipality will not be liable for any direct or indirect claims that might arise from the Total Works.

9.CONSTRUCTION PERIOD

The construction of the Total Works is planned to be completed and commissioned eight months after this Agreement. The Developer shall use its best endeavours to ensure that the Total Works is executed within this time frame and the Municipality will not entertain any claim whatsoever, instituted by the Developer, due to non-performance by the Developer's contractor

10.OWNERSHIP

- 10.1. Total Works
- 10.1.1. The Total Works must be handed over to the Municipality once the Total Works have been tested, commissioned and energized by the Municipality.

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- 10.1.2. The Applicant will not own the electricity capacity and the 3198kVA Authorised Supply Capacity will be allocated to the Property in perpetuity

11.BREACH

If any party fails to fulfil any material obligation contained in this agreement timeously or fails to pay any substantial amounts due in terms of this agreement timeously, and either party, after 21 (twenty one) days' written notice to fulfil such obligation still fails to fulfil the obligation, the party to whose detriment such failure is, shall be entitled, without prejudice to any other common law remedy available to either party to:

- i. Cancel this agreement; and
- ii. Claim damages due to such breach, or
- iii. Claim specific performance in accordance with the stipulations of this agreement.

12.DOMICILIA CITANDI ET EXECUTANDI AND NOTICE

- 12.1. The parties choose and indicate as their domicilia citandi et executandi for the sending of correspondence, serving of correspondence and serving of notices and pleadings arising from this agreement the addresses stated opposite their names respectively:

MUNICIPALITY : 312 Giovanetti Street,
Niew Muckleneuk,
Tshwane Energy and Electricity
Electricity Planning and Development Division
Pretoria, Gauteng
Email: CliftonM@Tshwane.gov.za,
MbebetiM@Tshwane.go.za

APPLICANT : Unit 2, Westfield Place, 6 Friesland Drive
Longmeadow Business Estate, Edenvale
1609
Unit 2, Westfield Place, 6 Friesland Drive
Email: ngalawe@govhani.co.za

Any of the parties will be entitled to change his chosen domicilium citandi et executandi with Seven (7) days written notice to this effect.

- 12.2. Any correspondence to be sent in terms of this agreement, will be sent personally by hand or by pre-paid registered mail and if applicable also by way of telefax transmission and/or e-mail to the chosen domicilium citandi et executandi of the parties but, unless the opposite is proven, it will, with regard to registered mail, be deemed that such correspondence had been received on the fourth day following the day on which such correspondence was sent and with regard to the hand delivery or e-mail on the date following the date of dispatch or delivery but any notice period envisaged in this agreement shall commence only on the earliest date of dispatch by registered mail referred to supra.

13.ENTIRE AGREEMENT

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This agreement represents the entire agreement between the parties and no deviation, deletion or addition thereto shall be valid unless same has been reduced to writing and has been signed by the parties hereto.

14.NOVATIO

No postponement, concession or waiver of any of the rights or obligations by any party in terms of this agreement will cause a novatio of this agreement, bind any party hereto or constitute estoppel and the parties declare themselves aware of the terms estoppel as used aforesaid.

15.ARBITRATION

15.1. Should any dispute arise between the parties in connection with:

15.1.1. the formation or existence of

15.1.2. the implementation of;

15.1.3. the interpretation or application of the provisions;

15.1.4. the parties' respective rights and obligations in terms of or arising out of this agreement or its breach or termination;

15.1.5. the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of;

15.1.6. any documents furnished by the parties pursuant to the provisions of this agreement or which relates in any way to any matter affecting interest of the parties in terms of this agreement, that dispute shall, unless resolved amongst the parties to the dispute, subject to the provisions of clause 15.3 hereof, be referred to and determined by arbitration in terms of this clause

15.2. Any party to this agreement may demand that a dispute be determined in terms of this clause by written notice given to the other parties.

15.3. This clause shall not preclude any party from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the Arbitrator

15.4. The arbitration shall be held –

15.4.1. at PRETORIA;

15.4.2. with only the legal other representatives of the parties to the dispute present thereat;

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- 15.4.3. mutatis mutandis in accordance with the provisions of the Supreme Court Act, No 59 of 1959, the Rules made in terms of the Act and the practice of the Division of the High Court referred to in 15.9.
- 15.4.4. otherwise in terms of the Arbitration Act, No 42 of 1965; it being the intention that the arbitration shall be held and completed as soon as possible.
- 15.5. The Arbitrator shall be, if the matter in dispute is principally –
 - 15.5.1. A legal matter, a retired Judge of the High Court of South Africa or a practicing advocate or attorney of PRETORIA of at least 15 (fifteen) years standing;
 - 15.5.2. an accounting matter, a practicing chartered accountant of PRETORIA of at least 15 (fifteen) years standing;
 - 15.5.3. any other matter, an independent person; agreed upon between the parties to the dispute.
- 15.6. Should the parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (seven) days after the arbitration was demanded, the matter shall be deemed to be a legal matter
- 15.7. Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of 15.2, the arbitrator shall be appointed at the request of either party to the dispute by the president for the time being of the Law Society for the Northern Provinces according to the provision of 15.5.
- 15.8. The decision of the arbitrator shall be final and binding on the parties to the dispute shall not be subject to appeal or review and may be made on order of the Court referred to in 15.9 at the instance of any of the parties to the dispute.
- 15.9. The parties hereby consent to the jurisdiction of the Supreme Court of South Africa (Transvaal Provincial Division) in respect of the proceedings referred to in 15.3
- 15.10. The parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and to not disclose it to any except for the purpose of any order to be made in terms of 15.8
- 15.11. The provisions of this clause –
 - 15.11.1. constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by such provisions
 - 15.11.2. are severable from the rest of this agreement and shall remain in effect despite the termination of or invalidity for any reason of this agreement.

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16.FORCE MAJEURE

- 16.1. Delay or failure to comply with or breach of any of the terms and conditions of this agreement if occasioned or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions epidemics, COVID 19 pandemic, government lockdown, act of any government or other authority, compliance with government order, demands or regulations, or any circumstances of like of different nature beyond the reasonable control of the party to failing , will not be deemed to be a breach of this Agreement nor will it subject either party to any liability to the other.

- 16.2. Should either party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of 1 (one) month, the parties will consult with each other regarding the future implementation of this agreement. If no mutually acceptance agreement is arrived at within 10 (10) days thereafter, either party will be entitled to terminate this agreement forthwith on written notice.

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AGREEMENT FOR ELECTRICITY**

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MUNICIPALITY

Niven Mithoo

Acting Divisional Head: Electricity Planning and Development

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WITNESS

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WITNESS

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Date

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APPLICANT

Nceba Galawe

Director of Govhani Student Accommodation (PTY) Ltd

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WITNESS

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WITNESS

.....

Date

ANNEXURE A
LOCALITY PLAN

ANNEXURE B

ENQUIRY FOR ELECTRICAL CAPACITY

ANNEXURE C

INPUTS

ANNEXURE D

ENGINEERING LAYOUT DRAWINGS

ANNEXURE E
POWER OF ATTORNEY