



City of Joburg Property Company SOC Ltd.

1st Floor
Forum 2
Braam Park
33 Hoofd Street
Braamfontein
2017

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Braamfontein
2017

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www.jhbproperty.co.za

12 MARCH 2019

Your Ref:
Our Ref: RFP 08/2019

BOIKANO ACCOUNTANTS INC
7 ORCHARDS STREET
BENONI
1515

Attention: Dr. Peter Masegare

Telephone Number: 011 422 4083 / 082 685 7306

E-mail: peterm@boikano.co.za

Dear Sir

PROJECT NAME: APPOINTMENT FOR PROVISION OF INTERNAL AUDIT SERVICES TO JPC FOR A PERIOD OF THREE YEARS

City of Joburg Property Company SOC Limited ("JPC"), acting on behalf of the City of Johannesburg ("COJ"), have pleasure in confirming your appointment for the rendering of the above-mentioned project, on the following terms and conditions.

1. GENERAL CONDITIONS OF AWARD

This appointment is made in terms of JPC's standard general conditions, your proposal and is subject to the successful conclusion of a service level agreement between the JPC and Boikano Accountants Inc.

All previous correspondence, if any, between the two parties in connection with this project, shall be deemed to be of no force and effect and will be replaced by this letter of award.

2. SCOPE OF WORK

CATEGORY OF SERVICES	EXAMPLE OF SERVICES REQUIRED (SCOPE)
Internal Audit Services	<ul style="list-style-type: none"> • Audit and IT Application Software Service Providers • Performance Management Audits (performance information audits, performance audits and functionality audits)



Non-Executive Directors: Nyambaleni Tshindane (Chairperson), Patrick Cortin, Nompumelelo Hlatshwayo, Prof Aly Karam, Oscar Masaba, Maggie Mojepe, Thabo Mofokeng, Mngqazi Ntanga, Prof Kevin Weil, Robert Hill

Executive Directors: Helen Botes (Chief Executive Officer)
Imaan Ebrahimjee (Chief Financial Officer)
Company Secretary: Craig Matthews
City of Joburg Property Company SOC Ltd.
Registration Number: 2009/017147/07

- NA



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Rank	Hourly rate	Distribution of time	Average rate excl. VAT
Trainee Auditor	R397	20%	R79.40
Specialist	R840	10%	R84.00
		100%	R472.00

Disbursement will be 5% of the actual invoice

The rates indicated above will be increased annual in March based on CPI for the year.

You will be required to sign a Service Level Agreement with the JPC for rendering the services stated above

5. SUBMISSION OF INVOICES

5.1 Payments shall be effected against Boltano Accountants Inc. within Thirty (30) days after invoice and statements.

5.2 The tax invoice shall contain at least the following information:

- Project Number
- Project address where services were rendered
- Monthly payments for the amount on the invoice if applicable

5.3 Invoices must be submitted to:

City of Joburg Property Company SOC Ltd
33 Hoofd Street
Forum II, First Floor
Braampark Office Park
Braamfontein
2017

JPC will not be liable for any additional costs incurred, Boltano Accountants Inc. through whatever cause, unless JPC has specifically instructed the Service Provider to incur such costs due to a substantial and material change to the scope of the project which has been caused by an act of omission on JPC' part.



Non-Executive Directors: Nqobizwelele Tehindane (Chairperson), Patrick Corbin, Nqumaliso Hlatshwaye, Prof Aly Kemp, Oscar Linneth, Maggie Mofoketo, Thabo Mofoung, Marguzi Nkomo, Prof Kevin Wall, Robert Hill

Executive Director: Helen Botse (Chief Executive Officer)
Irenean Eberjee (Chief Financial Officer)
Company Secretary: Craig Matthews
City of Joburg Property Company SOC Ltd.
Registration Number: 2000/017147/07



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9. **Force Majeure:** The Consultant shall promptly notify JPC, in writing, of any situation or event arising from circumstances beyond its control and which he could not reasonably foresee, which makes it impossible for the Consultant to carry out in whole or in part, his obligations under this appointment. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed for a period of time equal to the delay caused by the Force Majeure and a reasonable period not exceeding two weeks.
10. **Claims for Default:** Any claims for damages arising out of default and termination, shall be agreed between JPC and the Consultant, or failing agreement, shall be referred to arbitration in accordance with clause 20.
11. **Rights and Liabilities of Parties:** Termination of this appointment for whatever reason shall not prejudice or effect the accrued rights or claims and liabilities of either party to this appointment.
12. **Confidentiality:** The consultant shall maintain all information relating to the appointment in the strictest confidence.
13. **Indemnity:** The consultant indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the foregoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason of the failure by the consultant to comply with its obligation in terms hereof.
14. **Skill, Care and Diligence:** The Consultant shall exercise all reasonable skill, care and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognised professional standards. If any documentation prepared or submitted by the consultant to JPC is approved by JPC such approval shall not limit the professional liability of the consultant in respect thereof. The consultant shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.
15. **Faithful Advisor:** The Consultant shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.
16. **Indirect Payments:** The remuneration of the Consultant charged to JPC, shall constitute his only remuneration in connection with the appointment and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.



Non-Executive Directors: Nyambeni Tehindano (Chairperson), Patrick Corbin, Nampumetlo Hlaluzwayo, Prof Aty Karam, Oscar Maseko, Maggie Majapelo, Thabo Molobong, Morgan Ntongo, Prof Kevin Wall, Robert Hill

Executive Directors: Helen Eaton (Chief Executive Officer)
Imreah Bheungiso (Chief Financial Officer)
Company Secretary: Craig Matthews
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Registration Number: 2009/017147/07



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c. Unless otherwise requested by JPC, the implementation of the project shall, despite the submissions of a dispute to arbitration, in no manner be suspended or in any way delayed by the consultant.

Signed for and on behalf of City Of Joburg Property Company SOC Ltd

Name: Fitzgerald Ramaboa

Title: Senior Manager: Supply Chain

Signature:

Date: 13/3/19

Name: Siphso Mzobe

Title: Senior Manager: Internal Control

Signature:

Date: 13/3/19

Signature on behalf of Bolcano Accountants.

Name: Dr. Peter Masegane

Title: Group Director

Signature:

Date: 13-MARCH-2019



Non-Executive Directors: Nyanholeni Tshindano (Chairperson), Patrick Gurbin, Nkomoeliso Hlatshwayo, Prof Aly Nassim, Oscar Mankwa, Maggie Majojoane, Thabo Mafoung, Mngqisi Ntanga, Prof Kevin Weil, Robert Hill

Executive Directors: Helen Bates (Chief Executive Officer)
Imaan Shergin (Chief Financial Officer)
Company Secretary: Craig Matthews
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Registration Number: 2008/077147/07