



NOTULE VAN 'N VERGADERING VAN DIE UITVOERENDE BURGEMEESTERSKOMITEE GEHOU IN DIE RAADSAAL, MALMESBURY OP WOENSDAG, 17 SEPTEMBER 2025 OM 10:00

TEENWOORDIG:

Uitvoerende Burgemeester, rdh J H Cleophas (voorsitter)
Uitvoerende Onderburgemeester, rdd J M de Beer

Lede van die Burgemeesterskomitee:

Rdl D G Bess
Rdl N Smit
Rdl A K Warnick

Beampes:

Munisipale Bestuurder, mnr J J Scholtz
Direkteur: Finansiële Dienste, mnr M Bolton
Direkteur: Siviele Ingenieursdienste, mnr L D Zikmann
Direkteur: Elektriese Ingenieursdienste, mnr T Möller
Direkteur: Beskermingsdienste, mnr H Witbooi
Direkteur: Ontwikkelingsdienste, me J S Krieger
Direkteur: Korporatiewe Dienste, me M S Terblanche
Bestuurder: Sekretriaat en Rekordsdienste, me N Brand

1. OPENING

Die voorsitter verwelkom lede en versoek rdl D G Bess om die vergadering met gebed te open.

2. VERLOF TOT AFWESIGHEID

Kennis geneem van die verskonings ontvang vanaf rdh T van Essen en die Speaker, rdh M A Rangasamy.

3. VOORLEGGINGS/AFVAARDIGINGS/SPREEKBEURTE

Geen.

4. NOTULES

4.1 NOTULE VAN 'N GEWONE VERGADERING VAN DIE UITVOERENDE BURGEMEESTERSKOMITEE GEHOU OP 21 AUGUSTUS 2025

BESLUIT

(op voorstel van rdl N Smit, gesekondeer deur rdl A K Warnick)

Dat die notule van 'n Gewone Uitvoerende Burgemeesterskomiteevergadering gehou op 21 Augustus 2025 goedgekeur en deur die Uitvoerende Burgemeester onderteken word, onderhewig aan die volgende regstelling:

ITEM 3.1: MOONTLIKE IMPLEMENTERING VAN AARTO IN DIE SWARTLAND MUNISIPALITEIT

Paragraaf 3.1(1): Lewering van verkeersdienste is 'n onderbefondse mandaat ...

5. OORWEGING VAN AANBEVELINGS UIT DIE NOTULES

5.1 NOTULE VAN PORTEFEULJEKOMITEESVERGADERINGS GEHOU OP 10 SEPTEMBER 2025

5.1.1 MUNISIPALE BESTUUR, ADMINISTRASIE EN FINANSIES (7/1/2/2-1)

BESLUIT

(op voorstel van rdd J M de Beer, gesekondeer deur rdl A K Warnick)

Dat die Uitvoerende Burgemeester die aanbevelings in die betrokke notule bekragtig.

5.1.2 SIVIELE EN ELEKTRIESE DIENSTE (7/1/2/2-4)

BESLUIT

(op voorstel van rdd J M de Beer, gesekondeer deur rdl A K Warnick)

Dat die Uitvoerende Burgemeester die aanbevelings in die betrokke notule bekragtig.

5.1.3 ONTWIKKELINGSDIENSTE (7/1/2/2-5)

BESLUIT

(op voorstel van rdd J M de Beer, gesekondeer deur rdl A K Warnick)

Dat die Uitvoerende Burgemeester die aanbevelings in die betrokke notule bekragtig.

5.1.4 BESKERMINGSDIENSTE (7/1/2/2-3)

BESLUIT

(op voorstel van rdd J M de Beer, gesekondeer deur rdl A K Warnick)

Dat die Uitvoerende Burgemeester die aanbevelings in die betrokke notule bekragtig.

6. SAKE VOORTSPRUITEND UIT DIE NOTULES

Geen.

7. NUWE SAKE

7.1 AANSTELLING VAN LEDE OP DIE MUNISIPALE BEPLANNINGSTRIBUNAAL (3/2/4)

Die Munisipale Beplanningstribunaal is ingevolge Artikels 36 en 37 van SPLUMA saamgestel en bestaan uit x2 eksterne lede en x3 interne lede.

'n Vakature, as eksterne lid, het op die Munisipale Beplanningstribunaal ontstaan en nominasies is vanaf die publiek aangevra om 'n persoon met die nodige kundigheid op die Munisipale Beplanningstribunaal aan te stel.

BESLUIT

(op voorstel van rdl N Smit, gesekondeer deur rdl D G Bess)

- (a) Dat die nominasie van mnr Chris Rabie as eksterne lid tot die Munisipale Beplanningstribunaal aanvaar word;
- (b) Dat me Christine Havenga as eksterne lid tot die Munisipale Beplanningstribunaal heraangestel word, vir 'n verdere termyn van 5 jaar;
- (c) Dat die voorwaardes van aanstelling en vergoeding se status quo behou word;

7.1/...

- (d) Dat daar kennis geneem word dat die Munisipale Bestuurder, die Direkteur: korporatiewe Dienste en die Direkteur: Ontwikkelingsdienste voortgaan om as interne lede op die Munisipale Beplanningstribunaal te dien;
- (e) Dat daar kennis geneem word dat die Munisipale Bestuurder die voorsitter is met die Direkteur: Korporatiewe Dienste as die ondervoorsitter;
- (f) Dat die aanstelling van die lede van die Munisipale Beplanningstribunaal in terme van Artikel 82(11)c van Swartland Munisipaliteit : Verordening insake Munisipale Grondgebruikbeplanning (PK 8226 van 25 Maart 2020) deur die Munisipale Bestuurder in die Provinsiale Koerant bevestig word.

7.2 VOORLEGGING VAN NOTULE VAN DIE MUNISIPALE PRESTASIE, RISIKO EN OUDITKOMITEE GEHOU OP 27 MEI 2025 (5/15/1/3)

Die Ouditkomitee dien as 'n volwaardige onafhanklike komitee van die Raad en vervul sy funksie ingevolge die bepaling van artikel 166 van die Plaaslike Regering: Munisipale Finansiële Bestuurswet, Nr 56 van 2003.

Die notule van die Munisipale Prestasie, Risiko en Ouditkomiteevergadering gehou op 27 Mei 2025 is met die sakelys gesirkuleer, en bevat geen aanbevelings aan die Uitvoerende Burgemeesterskomitee vir oorweging nie.

BESLUIT

- (a) Dat kennis geneem word van die notule van die Munisipale Prestasie, Risiko en Ouditkomitee se vergadering van 27 Mei 2025;
- (b) Dat kennis geneem dat me S Jones aangedui het dat sy teen die einde van die jaar gaan bedank;
- (c) Dat verder kennis geneem word dat daar nie 'n nuwe lid in die plek van me Jones aangestel gaan word nie, omrede die Munisipale Prestasie, Risiko en Ouditkomitee steeds voldoen aan die minimum vereistes ten opsigte van die samestelling van die betrokke komitee.

7.3 MENSLIKE HULPBRONNE: HERSIENING VAN ESSENSIËLE VOERTUIGSKEMA (4/2/6)

Die Direkteur: Korporatiewe Dienste noem dat die Essensiële Voertuigskema hersien is om die onttrekking vanuit die skema deur amptenare prakties uitvoerbaar te maak en om die aksies voortspruitend te laat saamloop met die begrotingsproses.

Die hersiende Essensiële Voertuigskema is met die sakelys gesirkuleer.

BESLUIT

(op voorstel van rdl N Smit, gesecondeur deur rdl A K Warnick)

Dat die Uitvoerende Burgemeesterskomitee die gewysigde Essensiële Voertuigskema Kontrak goedkeur vir implementering met ingang van 1 Oktober 2025.

7.4 HERNUWING VAN HUUR VAN GEBOU GELEë OP 'N GEDEELTE VAN GEDEELTE 3, PLAAS NR 771 (ROZENBURG PLAAS), MALMESBURY VANAF JR TRUST VIR KANTOORAKKOMMODASIE VIR DIE MUNISIPALE WETSTOEPASSING REAKSIE-EENHEID (12/1/2-8/8)

Die hernuwing van die huurooreenoms met JR Trust m.b.t. kantoorakkommodasie vir die Munisipale Wetstoepassing Reaksie-eenheid op Rozenburg Plaas is in Mei 2025 goedgekeur vir die periode 1 Julie 2025 tot 30 Junie 2028.

Die verhuurder het versoek dat die Munisipaliteit sal instaan vir die kostes van verbruik van dienste (water en elektrisiteit) indien dit 'n bedrag van R2 400,00 per maand oorskry.

7.4/...

BESLUIT

(op voorstel van rdl A K Warnick, gesekondeer deur rdl D G Bess)

- (a) Dat goedkeuring verleen word vir hernuwing van die huurooreenkoms met JR Trust vir die huur van 'n gedeelte van Gedeelte 3 Plaas Nr. 771 (Rozenburg Plaas), ongeveer 350m² groot, vir 'n verdere tydperk van drie jaar met ingang vanaf 01 Julie 2025 tot 30 Junie 2028 as kantoor akkommodasie vir die Munisipale Wetstoepassing: Reaksie-eenheid;
- (b) Dat 'n maandelikse huurbedrag van R16 500.00 (7% eskalاسie per jaar)(BTW ingesluit) asook betaling van diensfooie in terme van water- en elektrisiteitsverbruik indien dit 'n bedrag van R2 400.00 oorskry, onderworpe daaraan dat bewyse van die diensterekening voorsien sal word aan die munisipaliteit, vanuit posnommer 9/233-1336-3418 (Huur kantore: Reaksie-eenheid) aan JR Trust betaal word; en
- (c) Dat die bestaande huurvoorwaardes onveranderd bly.

7.5 HERNUWING VAN HUUROOREENKOMS: W DUCKITT & SONS CC: GEDEELTE VAN DIE RESTANT VAN PLAAS 577/8, DARLING (15/4/6)

Die Munisipaliteit huur 'n gedeelte (groot ±300 m²) van die plaas, Oude Post, geleë in die omgewing van Darling waarop 'n kabelvrye netwerkstasie opgerig is.

Die verlenging van die huurooreenkoms is noodsaaklik vir die voortgesette verskaffing van Inligting, Kommunikasie en Tegnologie-dienste in die betrokke area.

BESLUIT

(op voorstel van rdl A K Warnick, gesekondeer deur rdl N Smit)

- (a) Dat die hernuwing van die huurooreenkoms met W Duckitt & Seuns BK vir die huur van 'n gedeelte van die Restant van Gedeelte 8 van die Plaas Oude Post 577, ±300m² groot vir die voortgesette bedryf van die Munisipaliteit se kabelvrye netwerkstasie soos volg goedgekeur word:
 - (i) 'n huurooreenkoms vir die tydperk 1 Oktober 2025 tot 30 September 2028 teen betaling van huurgeld van R2 610,62 plus BTW, per maand en wat jaarliks met 8% eskaleer, asook 'n opsie om verder te huur.

7.6 UITSTAANDE DEBITEURE: AUGUSTUS 2025 (5/7/1/1)

'n Volledige verslag van die stand van uitstaande debiteure is met die sakelys gesirkuleer.

Die Direkteur: Finansiële Dienste noem dat tydens die volgende begrotingsmodellering oorweging verleen sal word om die perk om as 'n deernishuishouding te kwalifiseer te verhoog, aangesien dit die ondervinding is dat baie huishoudings se inkomste slegs 'n paar rand bo die perk is. Dit sal meebring dat meer huishoudings gehelp sal kan word, eerder as om die deernissubsidie te verhoog.

BESLUIT

(op voorstel van rdl N Smit, gesekondeer deur rdl D G Bess)

Dat kennis geneem word van die verslag aangaande die stand van Swartland Munisipaliteit se uitstaande debiteure vir Augustus 2025.

7.7 VORDERING MET UITSTAANDE VERSEKERINGSEISE (5/14/3/5)

Ingevolge die Batebestuursbeleid moet maandeliks verslag gedoen word insake die uitstaande versekeringseise.

BESLUIT

Dat kennis geneem word van die stand van uitstaande versekeringseise tot en met 31 Augustus 2025 soos met die sakelys gesirkuleer.

7.8 AFWYKING VAN VOORGESKREWE VERKYRINGPROSEDURES: 20 000-URE

DIENS VAN VOLVO WHEELED LOADER, CK 35769 (8/1/B/2)

Die laaigraaf (*Volvo Wheeled Loader*), CK 35769 is na Babcock (agent van Volvo) ingestuur vir die voertuig se 20 000-ure diens. Die uitgawe vir die diens beloop R38 005.05 (BTW uitgesluit)

BESLUIT

(op voorstel van rdl A K Warnick, gesekondeer deur rdd J M de Beer)

- (a) Dat kennis geneem word van die afwyking van die voorgeskrewe verkrygingsprosedures ingevolge paragraaf 36 van die Voorsieningkanaalbestuursbeleid;
- (b) Dat kennis geneem word van die aksie van die Munisipale Bestuurder om goedkeuring te verleen vir die 20 000-ure diens van CK 35769 (*Volvo Wheeled Loader*) deur Babcock Equipment ten bedrae van R38 005.05 (BTW uitgesluit);
- (c) Dat verder kennis geneem word dat, in terme van paragraaf 2(6)(g) van die Voorsieningkanaalbestuursbeleid, dit nie nodig is om 'n formele tenderproses te volg nie, aangesien Babcock Equipment die gemagtigde agent van Volvo-toerusting is;
- (d) Dat die uitgawe ten bedrae van R38 005.05 (BTW uitgesluit) teen posnommer 9/7-12-2 verreken word en dat daar voldoende fondse beskikbaar is;
- (e) Dat die Senior Bestuurder: Finansiële State en Batebestuur in terme van die Voorsieningkanaalbestuursbeleid opdrag gegee word om bovermelde redes as nota by die finansiële state in te sluit, wanneer die betrokke state opgestel word.

7.9 AFWYKING VAN VOORGESKREWE VERKRYINGPROSEDURES: DRINGENDE HERSTELWERK AAN DIE MENDER BY DIE RIEBEEK KASTEEL WWTW (8/1/B/2)

Die behandelingsproses by die Riebeek Kasteel WWTW bestaan uit verskeie sones waar meganiese toerusting die vloei van gedeeltelik behandelde riool deur die sones verseker. Een van die mengers het onklaar geraak.

BESLUIT

(op voorstel van rdl D G Bess, gesekondeer deur rdl N Smit)

- (a) Dat kennis geneem word van die afwyking van die voorgeskrewe verkrygingsprosedures ingevolge paragraaf 36 van die Voorsieningkanaalbestuursbeleid;
- (b) Dat kennis geneem word van die aksie van die Munisipale Bestuurder om goedkeuring te verleen vir die herstelwerk aan die mender by die Riebeek Kasteel WWTW deur GW Trautman ten bedrae van R27 950.56 (BTW uitgesluit);
- (c) Dat die redes vir die afwyking van die voorgeskrewe verkrygingsproses soos volg aangeteken word:
 - (i) Die mender sou vir 'n geruime tyd buite werking gelaat word indien die normale verkrygingsproses gevolg is;
 - (ii) Voormelde sou aanleiding gee 'n onderbreking in die behandelingsproses en skade aan meganiese toerusting;
 - (iii) Die herstel van die mender is dus as 'n noodgeval hanteer;
- (d) Dat die uitgawe ten bedrae van R27 950.56 (BTW uitgesluit) teen posnommer 9/239-851-689 verreken word en dat daar voldoende fondse beskikbaar is;
- (e) Dat die Senior Bestuurder: Finansiële State en Batebestuur in terme van die Voorsieningkanaalbestuursbeleid opdrag gegee word om bovermelde redes as nota by die finansiële state in te sluit, wanneer die betrokke state opgestel word.

7.10/...

7.10 AFWYKING VAN VOORGESKREWE VERKRYINGPROSEDURES: UITBREEK VAN AFRIKA-VARKGRIEP ONDER VARKE VAN KLEINBOERE (8/1/B/2)

Gedurende Julie 2025 is verskeie gevalle van Afrika-Varkgriep deur Veeartseny- en Dieregesondheidsbeamptes onder die varke van die kleinboere bevestig. Die uitbraak het vinnig geëskaleer, wat gelei het tot die dood van talle varke en die verpligte uitwissing van besmette of blootgestelde diere om verdere verspreiding te voorkom.

Die Direkteur: Finansiële Dienste noem dat daar nog rekeninge te wagte is en dat die finale kostes aan die Uitvoerende Burgemeesterskomitee voorgelê sal word.

BESLUIT

(op voorstel van rdd J M de Beer, gesekondeer deur rdl A K Warnick)

- (a) Dat kennis geneem word van die afwyking van die voorgeskrewe verkrygingsprosedures ingevolge paragraaf 36 van die Voorsiening-kanaalbestuursbeleid;
- (b) Dat kennis geneem word van die optrede deur die Munisipale Bestuurder gegewe die noodsituasie, wat die aanstelling van die DBV genoodsaak het om die noodgevalle te hanteer onder leiding van die staatsveearts;
- (d) Dat die rede vir die afwyking van die voorgeskrewe verkrygingsprosedures aangeteken word as 'n noodgeval in die aanstelling van die DBV;
- (e) Dat die uitgawe ten bedrae van ±R95 000.00 (BTW ingesluit) teen posnommer 9/233-988-2176 verreken word en dat daar voldoende fondse beskikbaar is;
- (e) Dat die Senior Bestuurder: Finansiële State en Batebestuur in terme van die Voorsieningkanaalbestuursbeleid opdrag gegee word om bovermelde redes as nota by die finansiële state in te sluit, wanneer die betrokke state opgestel word.

(GET) J H CLEOPHAS
UITVOERENDE BURGEMEESTER



NOTULE VAN 'N VERGADERING VAN DIE MUNISIPALE BESTUUR-, ADMINISTRASIE EN FINANSIES PORTEFEULJEKOMITEE VAN DIE SWARTLAND MUNISIPALE RAAD GEHOU OP WOENSDAG, 8 OKTOBER 2025 OM 10:00

TEENWOORDIG:

RAADSLEDE:

Voorsitter, rdl I S le Minnie
Ondervoorsitter, rdl N Smit

Nel, M (rdd)	Van Essen, T
O'Kennedy, E C	Vermeulen, G
Pypers, D C	Warnick, A K
Soldaka, P E	

BEAMPTES:

Direkteur: Elektriese Ingenieursdienste, mnr T Möller (wnde Munisipale Bestuurder)
Direkteur: Korporatiewe Dienste, me M S Terblanche
Direkteur: Siviele Ingenieursdienste, mnr L D Zikmann
Direkteur: Ontwikkelingsdienste, me J S Krieger
Direkteur: Beskermingsdienste, mnr H C A Witbooi
Senior Bestuurder: Begrotingskantoor, me H Paper
Bestuurder: Sekretariaat en Rekords, me N Brand

1. OPENING/VERLOF TOT AFWESIGHEID

Die voorsitter verwelkom lede en versoek rdl M Ngozi om te open met gebed.

Verlof tot afwesigheid word verleen aan die Uitvoerende Burgemeester, die Speaker, rdl B J Penxa, die Munisipale Bestuurder en die Direkteur: Finansiële Dienste.

Die voorsitter verwys na die verskeie toekennings wat Swartland Munisipaliteit die afgelope tyd ontvang het, wat verder tydens die Raadsvergadering in Oktober 2025 toegelig sal word.

2. NOTULE

2.1 NOTULE VAN 'N PORTEFEULJEKOMITEEVERGADERING (MUNISIPALE BESTUUR-, ADMINISTRASIE- EN FINANSIESKOMITEE) GEHOU OP 10 SEPTEMBER 2025

BESLUIT

(op voorstel van rdd M Nel, gesekondeer deur rdl D C Pypers)

Dat die notule van die Portefeuljekomiteevergadering (Munisipale Bestuur-, Administrasie- en Finansies) gehou op 10 September 2025 goedgekeur word.

3. AFVAARDIGINGS/VOORLEGGINGS/MEDEDELINGS

Geen.

4. SAKE VOORTSPRUITEND UIT NOTULES

Geen.

5. GEDELEGEERDE SAKE M.B.T. MUNISIPALE BESTUURDER

5.1/...

5.1 MAANDVERSLAG: AUGUSTUS 2025

BESLUIT

(op voorstel van rdl N Smit, gesekondeer deur rdl A K Warnick)

Dat kennis geneem word van die maandverslag van die Munisipale Bestuurder vir Augustus 2025.

6. SAKE VIR AANBEVELINGS AAN DIE UITVOERENDE BURGEMEESTER

Geen.

7. GEDELEGEERDE SAKE M.B.T. ADMINISTRASIE

7.1 MAANDVERSLAG: AUGUSTUS 2025

Die voorsitter lê die maandverslag ter tafel soos met die sakelys gesirkuleer.

BESLUIT

(op voorstel van rdl D C Pypers, gesekondeer deur rdd M Nel)

Dat kennis geneem word van die maandverslag van die Direktoraat Korporatiewe Dienste vir Augustus 2025.

8. SAKE VIR AANBEVELINGS AAN DIE UITVOERENDE BURGEMEESTER

Geen.

9. GEDELEGEERDE SAKE M.B.T. FINANSIES

9.1 MAANDVERSLAG: AUGUSTUS 2025

Die Senior Bestuurder: Begrotingskantoor lig die maandverslag van die Direktoraat: Finansiële Dienste toe met die bespreking van enkele items, onder andere, die Inkomste van R104 856 559, Uitgawe van R94 228 630 met rekenkundige surplus van R10 627 929 vir Augustus 2025.

BESLUIT

(op voorstel van rdl N Smit, gesekondeer deur rdd M Nel)

Dat kennis geneem word van die maandverslag van die Direktoraat Finansiële Dienste vir Augustus 2025.

10. SAKE VIR AANBEVELINGS AAN DIE UITVOERENDE BURGEMEESTER

Geen.

**(GET) RDL I S LE MINNIE
VOORSITTER**



**NOTULE VAN 'N VERGADERING VAN DIE SIVIELE- EN ELEKTRIESE DIENSTE
PORTEFEULJEKOMITEE VAN DIE SWARTLAND MUNISIPALE RAAD GEHOU OP WOENSDAG, 8
OKTOBER 2025 OM 10:10**

TEENWOORDIG:

RAADSLEDE:

Voorsitter, rdl R J Jooste
Ondervoorsitter, rdh T van Essen

Bess, D G	Pieters, C
Fortuin, C	Smit, N
Nel, M (rdd)	Warnick, A K
O'Kennedy, E C	

BEAMPTES:

Direkteur: Elektriese Ingenieursdienste, mnr T Möller (wnde Munispale Bestuurder)
Direkteur: Korporatiewe Dienste, me M S Terblanche
Direkteur: Siviele Ingenieursdienste, mnr L D Zikmann
Direkteur: Ontwikkelingsdienste, me J S Krieger
Direkteur: Beskermingsdienste, mnr H C A Witbooi
Senior Bestuurder: Begrotingskantoor, me H Papier
Bestuurder: Sekretariaat en Rekords, me N Brand

1. OPENING/VERLOF TOT AFWESIGHEID

Die voorsitter verwelkom lede.

Verlof tot afwesigheid word verleen aan die Uitvoerende Burgemeester, die Speaker, rdle M F Gaika en A M Williams, die Munisipale Bestuurder en die Direkteur: Finansiële Dienste.

2. NOTULE

**2.1 NOTULES VAN 'N PORTEFEULJEKOMITEEVERGADERING (SIVIELE- EN
ELEKTRIESE DIENSTEKOMITEE) GEHOU OP 10 SEPTEMBER 2025**

BESLUIT

(op voorstel van rdl D G Bess, gesekondeer deur rdl E C O'Kennedy)

Dat die notule van die Portefeuljekomiteevergadering (Siviele- en Elektriese Dienste) gehou op 10 September 2025 goedgekeur word.

3. AFVAARDIGINGS/VOORLEGGINGS/MEDEDELINGS

Geen.

4. SAKE VOORTSPRUITEND UIT NOTULES

Geen.

5. GEDELEGEERDE SAKE

5.1. MAANDVERSLAG: AUGUSTUS 2025

5.1.1/...

5.1.1 SIVIELE INGENIEURSDIENSTE

Die voorsitter lê die maandverslag, soos met die agenda gesirkuleer, ter tafel en die Direkteur: Siviele Ingenieursdienste behandel enkele aspekte uit die maandverslag.

Die Direkteur: Siviele Ingenieursdienste noem, op navraag van rdl A K Warnick, dat die situasie insake waterverbruik in Chatsworth en Riverlands onveranderd bly en dat daar nie korttermyn tegniese oplossings bestaan nie. Die situasie kan slegs verander met die koppeling van die Pella-reservoir op die stelsel. Intussen kan daar ander intervensies, bv. wetstoepassingsaksies om misbruik van water aan te spreek, oorweeg word.

Die Direkteur: Siviele Ingenieursdienste verduidelik die resultaat van die Moorreesburg WWTW uitvloeisel m.b.t. *E.Cond. mS/m (function of influent)* en noem dat die rioolwerke nie die soutinhoud van rioolinvloei kan verwerk/neutraliseer nie.

Die Direkteur: Siviele Ingenieursdienste, met verwysing na vandalisme by water-infrastruktuur/reservoirs van sowel die Munisipaliteit en Weskus Distrikmunisipaliteit noem dat meer doeltreffende sekuriteitsmaatreëls ingestel sal moet word, aangesien groot skade aangerig word.

BESLUIT

(op voorstel van rdl A K Warnick, gesekondeer deur rdl D G Bess)

Dat kennis geneem word van die inhoud van die maandverslag van die Direkoraat: Siviele Ingenieursdienste vir Augustus 2025.

5.1.2 ELEKTRIESE INGENIEURSDIENSTE

Die voorsitter lê die maandverslag, soos met die agenda gesirkuleer, ter tafel.

Die Direkteur: Elektriese Ingenieursdienste behandel enkele aspekte uit die maandverslag en noem, onder andere, dat die maksimum aanvraag in Moorreesburg toegeneem het wat kan dui op verhoogde ekonomiese aktiwiteit.

Die Direkteur: Elektriese Ingenieursdienste noem dat die kwotasie vanaf Eskom ten opsigte van die De Hoop 132/11kV transmissielyn uiteindelik ontvang is nadat daarvoor in April 2021 aansoek gedoen is. Die Munisipaliteit het 120 dae om die kwotasie te aanvaar en aan sekere voorwaardes te voldoen, onder andere, die betaling van 'n aansluitingsfooie ten bedrae van R1.2 miljoen, verkryging van waarborge, ens.

Die Direkteur: Elektriese Ingenieursdienste stel die komitee in kennis dat NERSA 'n oudit op die Munisipaliteit se verspreidingslisensie sal uitvoer vanaf 5 tot 6 November 2025.

BESLUIT

(op voorstel van rdl A K Warnick, gesekondeer deur rdl D G Bess)

Dat kennis geneem word van die maandverslag van die Direkoraat Elektriese Ingenieursdienste vir Augustus 2025.

6. SAKE VIR AANBEVELINGS AAN DIE UITVOERENDE BURGEMEESTER

6.1 KLIPKOPPIE SON AANLEG VORDERINGS VERSLAG

Die Raad het in Mei 2023 goedkeuring verleen dat 'n gedeelte van die Klipkoppie, Malmesbury beskikbaar gestel word vir die vestiging van die Son Aanleg.

'n Versoek/...

6.1/...

'n Versoek vir ondersteuning is aan die Wes-Kaapse Departement van Infrastruktuur gerig en lg. het 'n Transaksie-Advies-span bestaande uit Deloitte, Weber Wentzel en WSP Ingenieurs aangestel (teen geen koste vir die Munisipaliteit) om behulpsaam te wees met die opstel van spesifikasies, ooreenkomste, ens. vir die verkryging van 'n onafhanklike energieverkaffer.

Die Direkteur: Elektriese Ingenieursdienste behandel die aanhangsel tot die verslag as vordering op die projek en voorgestelde toekomstige prosesse om die projek te laat realiseer.

AANBEVELING (vir voorlegging aan die Uitvoerende Burgemeesterskomitee op 16 Oktober 2025)

(op voorstel van rdl E C O'Kennedy, gesekondeer deur rdd M Nel)

Dat die Portefeuljekomitee kennis neem van die vorderingsverslag en voorstel dat die verslag ook aan die Uitvoerende Burgemeesterskomitee voorgelê word vir verdere ondersteuning en leiding.

(GET) RDL R J JOOSTE
VOORSITTER



**NOTULE VAN 'N VERGADERING VAN DIE ONTWIKKELINGSDIENSTE PORTEFEULJEKOMITEE
VAN DIE SWARTLAND MUNISIPALE RAAD GEHOU OP WOENSDAG, 8 OKTOBER 2025 OM 10:50**

TEENWOORDIG:

RAADSLEDE:

Voorsitter, rdl G Vermeulen
Ondervoorsitter, rdl D G Bess

Booyesen, A M	Pypers, D C
De Beer, J M (rdd)	Smit, N
Le Minnie, I S	Soldaka, P E
Ngozi, M	

BEAMPTES:

Direkteur: Elektriese Ingenieursdienste, mnr T Möller (wnde Munisipale Bestuurder)
Direkteur: Korporatiewe Dienste, me M S Terblanche
Direkteur: Siviele Ingenieursdienste, mnr L D Zikmann
Direkteur: Ontwikkelingsdienste, me J S Krieger
Direkteur: Beskermingsdienste, mnr H C A Witbooi
Senior Bestuurder: Begrotingskantoor, me H Papier
Bestuurder: Sekretariaat en Rekords, me N Brand

1. OPENING/VERLOF TOT AFWESIGHEID

Die voorsitter verwelkom lede.

Verlof tot afwesigheid word verleen aan die Uitvoerende Burgemeester, die Speaker, die Munisipale Bestuurder en die Direkteur: Finansiële Dienste.

2. NOTULE

2.1 NOTULES VAN 'N PORTEFEULJEKOMITEEVERGADERING (ONTWIKKELINGSDIENSTE) GEHOU OP 10 SEPTEMBER 2025

BESLUIT

(op voorstel van rdd J M de Beer, gesekondeer deur rdl D C Pypers)

Dat die notule van die Portefeuljekomiteevergadering (Ontwikkelingsdienste) gehou op 10 September 2025 goedgekeur word.

3. AFVAARDIGINGS/VOORLEGGINGS/MEDEDELINGS

Geen.

4. SAKE VOORTSPRUITEND UIT NOTULES

Geen.

5. GEDELEGEERDE SAKE

5.1 MAANDVERSLAG: AUGUSTUS 2025

Die Direkteur: Ontwikkelingsdienste behandel die maandverslag van die Direktooraat: Ontwikkelingsdienste vir Augustus 2025, met spesifieke verwysing na vordering met die onderskeie behuisingsprojekte.

Op navraag van rdl A M Booysen aangaande die verskil in die behuisingsgeleenthede soos vermeld in die Julie en Augustus maandverslae, bevestig die Direkteur: Ontwikkelingsdienste dat dit daaraan toegeskryf kan word dat voorsiening gemaak moet word vir erwe vir ander funksies, bv. sosiale fasiliteite, ens.

Rdd de Beer versoek of daar enige terugvoering is aangaande die rolle en verantwoordelikhede van die verskillende rolspelers in die bestuur van kleinboere. Die Direkteur: Ontwikkelingsdienste noem dat die Munisipaliteit sedert 2019 'n sterk fokus geplaas het om 'n fasiliterende rol te vervul.

Rdd de Beer spreek haar kommer uit dat indien die Munisipaliteit nie deel vorm in die onderhandelinge m.b.t. die huurooreenkomste nie, daar pligte die Munisipaliteit gaan toeval sonder dat daar insette gelewer is. Die Direkteur: Ontwikkelingsdienste bevestig dat die kleinboere op privaatgrond gevestig gaan word, waaroor die Munisipaliteit geen jurisdiksie het nie en is dit die verantwoordelikheid van die Departement van Landbou om die aktiwiteite van die kleinboere te monitor. Daar is wel besluit om alle diere te merk en is die proses gevorderd met ±18 diere wat nog gemerk moet word.

Rdd de Beer verneem of daar huurooreenkomste aangegaan is met die huurders van die sg. Nitrophoska-huise. Die Direkteur: Korporatiewe Dienste bevestig dat daar nie huurooreenkomste in plek is nie, maar dat die Munisipaliteit nie verantwoordelik is vir die instandhouding van die huise nie. Samesprekings word gevoer met die Departement van Infrastruktuur (DOI) en die aangaan van kooporeenkomste. Daar is 46 soortgelyke wonings en is daar nie 'n maklike oplossing nie.

Rdl P E Soldaka versoek dat ondersoek ingestel word na die arbeid wat deur ASLA in Moorreesburg gebruik word, aangesien dit blyk dat baie arbeiders uitlanders is. Die Direkteur: Ontwikkelingsdienste sal vermeldde versoek opvolg vir terugvoering aan rdl Soldaka.

BESLUIT

(op voorstel van rdl D C Pypers, gesekondeer deur rdl A M Booysen)

Dat kennis geneem word van die maandverslag van die Direktoraat Ontwikkelingsdienste vir Augustus 2025.

6. VERSLAGDOENING INSAKE GEDELEGEERDE BESLUITNEMING DEUR

6.1 DIE MUNISIPALE BEPLANNINGSTRIBUNAAL

Dat **KENNIS GENEEM** word van die inhoud van die notule van 'n vergadering van die Munisipale Beplanningstribunaal gehou op 10 September 2025.

7. SAKE VIR AANBEVELINGS AAN DIE UITVOERENDE BURGEMEESTER

Geen.

(GET) RDL G VERMEULEN
VOORSITTER



NOTULE VAN 'N VERGADERING VAN DIE BESKERMINGSDIENSTE PORTEFEULJEKOMITEE VAN DIE SWARTLAND MUNISIPALE RAAD GEHOU OP WOENSDAG, 8 OKTOBER 2025 OM 11:10

TEENWOORDIG:

RAADSLEDE:

Voorsitter, rdd M Nel
Ondervoorsitter, rdl A K Warnick

Bess, D G	Le Minnie, I S
De Beer, J M (rdd)	Papier, J R
Fortuin, C	Pieters, C
Jooste, R J	White, G E (sluit om 10:50 by die PF-komitees aan)

BEAMPTES:

Direkteur: Elektriese Ingenieursdienste, mnr T Möller (wnde Munispale Bestuurder)
Direkteur: Korporatiewe Dienste, me M S Terblanche
Direkteur: Siviele Ingenieursdienste, mnr L D Zikmann
Direkteur: Ontwikkelingsdienste, me J S Krieger
Direkteur: Beskermingsdienste, mnr H C A Witbooi
Senior Bestuurder: Begrotingskantoor, me H Papier
Bestuurder: Sekretariaat en Rekords, me N Brand

1. OPENING/VERLOF TOT AFWESIGHEID

Die voorsitter verwelkom lede.

Verlof tot afwesigheid word verleen aan die Uitvoerende Burgemeester, die Speaker, rdl A M Williams, die Munisipale Bestuurder en die Direkteur: Finansiële Dienste.

2. NOTULE

2.1 NOTULES VAN 'N PORTEFEULJEKOMITEEVERGADERING (BESKERMINGSDIENSTE) GEHOU OP 10 SEPTEMBER 2025

BESLUIT

(voorgestel deur rdl I S le Minnie, gesekondeer deur rdl D G Bess)

Dat die notule van die Portefeuljekomiteevergadering (Beskermingsdienste) gehou op 10 September 2025 goedgekeur word.

3. AFVAARDIGINGS/VOORLEGGINGS/MEDEDELINGS

Geen.

4. SAKE VOORTSPRUITEND UIT NOTULES

Geen.

5. GEDELEGEERDE SAKE

5.1 MAANDVERSLAG: AUGUSTUS 2025

5.1.1 PRESTASIEVERSLAG

5.1.2 VERKEERS- EN WETSTOEPASSINGSDIENSTE

5.1.3 BRANDBESTRYDING

5.1/...

Die Direkteur: Beskermingsdienste gee agtergrond tot die K9-eenheid se dwelmfonds op 6 Oktober 2025 nadat 'n verdagte voertuig opgemerk is.

Die Direkteur: Beskermingsdienste noem dat die situasie by die kleinboere gereeld gemonitor word en dat die varke vanaf 86 tot 91 toegeneem het, maar dat daar weer 8 karkasse van dooie varke gevind is. Die dooie karkasse is aan die Departement van Landbou en die Staatsveearts gerapporteer. Die kwarantynperiode vir varkgriep is 30 dae vanaf die sterfte van die laaste vark, wat beteken dat die periode weer verleng sal word.

Die Direkteur: Beskermingsdienste noem, met dank, dat die Munisipaliteit x50 Hazmat-asemhalingsapparate ontvang het na aanleiding van 'n Besigheidsplan wat aan die Departement van Plaaslike Regering voorgelê was.

Op navraag vanaf rdl D G Bess aangaande brandweer-bystandsvoertuie vir die buite-dorpe, noem die Direkteur: Beskermingsdienste dat die nodige besigheidsplanne en samesprekings met die betrokke Departement sal plaasvind in 'n poging om fondse te bekom om hulpbronne aan te vul.

BESLUIT

(op voorstel van rdl I S le Minnie, gesekondeer deur rdl G E White)

Dat kennis geneem word van die verslae van die onderskeie departemente in die Direktoraat: Beskermingsdienste, nl. Verkeer en Wetstoepassing en Brandbestryding vir Augustus 2025.

6. SAKE VIR AANBEVELINGS AAN DIE UITVOERENDE BURGEMEESTER

Geen.

**(GET) RDD M NEL
VOORSITTER**



Verslag ♦ Ingxelo ♦ Report

Office of the Municipal Manager
2025-10-08

2/1/4/4/1
WARD: All wards

ITEM 7.1 OF THE AGENDA OF AN EXECUTIVE MAYORAL COMMITTEE MEETING TO BE HELD ON 16 OCTOBER 2025

SUBJECT: POSSIBLE IMPLEMENTATION OF THE ADMINISTRATIVE ADJUDICATION OF ROAD TRAFFIC OFFENCES ACT (AARTO) IN THE SWARTLAND MUNICIPALITY

ONDERWERP: MOONTLIKE IMPLEMENTERING VAN DIE WET OP DIE ADMINISTRATIEWE BEOORDELING VAN PADVERKEERSOORTREDINGS (AARTO) BINNE DIE SWARTLAND MUNISIPALITEIT

1. BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

- 1.1 The proposed AARTO implementation poses significant risks for the Municipality, particularly regarding funding, SAPO's financial position, and the potential loss of revenue. Until the outstanding issues are resolved, the Municipality cannot responsibly proceed with implementation.
- 1.2 The Municipal Manager reported during the Premier's Coordinating Forum meeting of 19 August 2025 on the challenges associated with the possible implementation of AARTO.
- 1.3 A revised draft Service Level Agreement (SLA) with the South African Post Office (SAPO), as provided by the Road Traffic Infringement Agency (RTIA) on 26 January 2024, was received (marked **Annexure A**).
- 1.4 Furthermore, an overview document prepared by Mr. Roman Steyn, marked **Annexure B**, and tabled before the PCF of 19 August 2025, has also been included.
- 1.5 The following concerns regarding the draft SLA were identified:
 - 1.5.1 The provision of traffic services is an underfunded mandate – the Municipality receives only 12% of the revenue instead of the expected 32%.
 - 1.5.2 An SLA with SAPO is required, but SAPO is currently under business rescue. Advance payments required are contrary to the MFMA.
 - 1.5.3 The functions and expenses of the so-called “back-office” are not accounted for.
 - 1.5.4 If a fine is paid within 32 days, a 50% discount is granted, which further limits revenue.
 - 1.5.5 Various obligations are placed on RTIA, although it is not a party to the SLA, which makes enforceability problematic.
 - 1.5.6 No provision is made for reconciliation between notices issued and payments received – possible revenue loss could occur.
 - 1.5.7 The Municipality will only receive quarterly reports on the progress of notices.
 - 1.5.8 The SLA does not specify a clear commencement date or mechanism for determining it.
 - 1.5.9 The SLA requires the Municipality to open an account with SAPO, without the applicable terms and conditions being provided.

- 1.5.10 A deposit equal to three months of usage costs is required in advance.
- 1.5.11 The SLA contains various editorial and substantive errors.
- 1.5.12 Concerns exist regarding SAPO's capacity to implement an agreement of this nature.
- 1.5.13 The SLA protects SAPO from performance obligations during strikes or business rescue proceedings, which would lead to loss of revenue without remedy for the Municipality.
- 1.6 Consequently, the Municipality cannot proceed with implementation until all the above issues have been addressed.

2. INPUTS AND COMMENTS / INSETTE EN KOMMENTAAR

The item was compiled in collaboration with the Law Enforcement / Protection Services Department and the Municipal Manager.

3. LEGISLATION / WETGEWING

The following 'Acts' are applicable:

- Administrative Adjudication of Road Traffic Offences Act, Act 46 of 1998 (AARTO)
- Local Government: Municipal Finance Management Act, Act 56 of 2003
- Road Traffic Infringement Agency Regulations

4. FINANCIAL IMPLICATION / FINANSIËLE IMPLIKASIE

Potential loss of revenue as a result of discounts on fines and the uncertainty regarding the administration of funds by SAPO and RTIA.

5. RECOMMENDATION

- 6.1 That cognisance be taken that a revised draft Service Level Agreement, to be entered into by the Municipality with the South African Post Office (SAPO) was received from the Road Traffic Infringement Agency (RTIA) on 26 January 2024.
- 5.2 That the following concerns with regards to the draft Service Level Agreement to be entered into with SAPO, be noted, namely:
- 5.2.1 That several obligations relating to data processing are placed on the RTIA, which is not a party to the agreement. As a result, enforceability is not possible, and the Municipality will have no legal remedy in the event of non-performance by the RTIA.
- 5.2.2 That no provision is made for the reconciliation of infringement notices issued by the issuing authority and transmitted by the RTIA to SAPO, nor for the payment of any amounts due to the issuing authority. This may potentially result in loss of revenue for the Municipality and mismanagement of funds.
- 5.2.3 That it be noted that the Municipality will only receive a quarterly report on the tracing outcomes of notices dispatched by SAPO.
- 5.2.4 That it be noted that the draft SLA merely refers to an effective date as agreed upon by the parties, without any indication of how such agreement will be reached.
- 5.2.5 That it be noted that the provisions of the Local Government: Municipal Finance Management Act (MFMA) must be complied with regarding disputes relating to payments and the conclusion of any agreement.
- 5.2.6 That it be noted with concern that the draft SLA requires the Municipality to open an account with SAPO, subject to the terms and conditions of the account application, of which no copy has been provided.

- 5.2.7 That it be noted that the draft SLA further requires the Municipality to maintain a deposit equivalent to at least three (3) months' usage costs in advance, which is inconsistent with the MFMA.
- 5.2.8 That it be noted that the draft SLA contains numerous errors, such as incomplete definitions, inconsistencies between the main agreement and its annexures or other clauses, incorrect cross-references, and numerical errors.
- 5.2.9 That the Municipality expresses concern regarding SAPO's capacity to meet the obligations of an agreement of this nature and scope, and that care should be taken to ensure such an agreement is not used as a business rescue mechanism for SAPO.
- 5.2.10 That it be noted that the draft SLA includes several provisions protecting SAPO from performing its duties during strikes or business rescue proceedings, which would result in notices not being dispatched within prescribed timeframes, leaving the Municipality without any recourse for the associated revenue loss.
- 5.3 That the Municipal Manager be authorised to send a letter to the RTIA highlighting the Municipality's concerns, indicating that due to the prevailing uncertainties, the Municipality will not be in a position to implement AARTO until all the stated concerns have been addressed, and that no service level agreement related to AARTO will be entered into until clarity has been obtained on the outstanding matters.

6. AANBEVELING

- 6.1 Dat kennis geneem word dat 'n hersiene konsepdiensvlakoooreenkoms, wat tussen die Munisipaliteit en die Suid-Afrikaanse Poskantoor (SAPO) gesluit moet word, op 26 Januarie 2024 van die Padverkeersoortredingsagentskap (RTIA) ontvang is.
- 6.2 Dat die volgende bekommernisse met betrekking tot die konsepdiensvlakoooreenkoms wat met SAPO gesluit moet word, kennis van geneem word, naamlik:
 - 6.2.1 Dat verskeie verpligtinge rakende die verwerking van data op die RTIA geplaas word, wat nie 'n party tot die ooreenkoms is nie. Die afdwingbaarheid daarvan is dus nie moontlik nie, en die Munisipaliteit sal geen regs middel hê in geval van wanprestasie deur die RTIA nie.
 - 6.2.2 Dat geen voorsiening gemaak word vir 'n rekonsiliasie van oortredingskennisgewings wat deur die uitreikingsowerheid uitgereik en deur die RTIA aan SAPO gestuur word, en die betaling van enige bedrae wat aan die uitreikingsowerheid verskuldig is nie. Dit kan moontlik lei tot die verlies van inkomste vir die Munisipaliteit en wanbestuur van fondse.
 - 6.2.3 Dat kennis geneem word dat die Munisipaliteit slegs 'n kwartaallikse verslag oor die opsporingsresultate van kennisgewings wat deur SAPO gestuur is, sal ontvang.
 - 6.2.4 Dat daar kennis geneem word dat die konsepdiensvlakoooreenkoms slegs na 'n aanvangsdatum verwys soos ooreengekom tussen die partye, sonder enige aanduiding oor hoe hierdie ooreenkoms bereik sal word.
 - 6.2.5 Dat daar kennis geneem word dat die Wet op Plaaslike Regering: Munisipale Finansiële Bestuurswet nagekom moet word met betrekking tot geskille rakende betalings en die sluiting van enige ooreenkoms.
 - 6.2.6 Dat daar met kommer kennis geneem word dat die konsepdiensvlakoooreenkoms van die Munisipaliteit vereis om 'n rekening by SAPO te open, onderhewig aan die bepalings en voorwaardes van die rekeningaansoek, en geen afskrif van sodanige bepalings en voorwaardes is voorsien nie.
 - 6.2.7 Dat daar kennis geneem word dat die konsep diensvlakoooreenkoms verder vereis dat die Munisipaliteit 'n deposito van minstens drie (3) maande se gebruikskoste vooruit moet hê, wat teenstrydig is met die MFMA.
 - 6.2.8 Dat daar kennis geneem word dat die konsepdiensvlakoooreenkoms verskeie foute bevat, byvoorbeeld onvolledige definisies, teenstrydighede tussen die hoofooreenkoms en die

bylaes of ander paragrawe in die ooreenkoms, foute in kruisverwysings en numeriese foute.

- 6.2.9 Dat die Munisipaliteit 'n bekommernis het oor die vermoë van SAPO om aan 'n ooreenkoms van hierdie aard en omvang te voldoen, en sorg gedra moet word dat so 'n ooreenkoms nie misbruik word as 'n besigheidsreddingsmeganisme vir SAPO nie.
- 6.2.10 Dat die konsepdiensvlak-ooreenkoms verskeie bepalings bevat wat SAPO beskerm teen die uitvoering van sy pligte tydens stakings of besigheidsreddingsprosesse, wat sal veroorsaak dat kennisgewings nie binne die voorgeskrewe tydramwerke gestuur word nie, sonder enige regsmiddel vir die Munisipaliteit vir die gepaardgaande inkomste-verlies.
- 6.3 Dat die Munisipale Bestuurder met volmag beklee word om 'n brief aan die RTIA te stuur waarin die Munisipaliteit se bekommernisse uitgelig word en waarin dit meegedeel word dat die Munisipaliteit, weens die onsekerhede, nie in staat sal wees om AARTO te implementeer voordat al die aangehaalde bekommernisse aangespreek is nie, en dat geen diensvlak-ooreenkoms rakende AARTO aangegaan sal word totdat daar duidelikheid oor die uitstaande sake verkry is nie.

7. ANNEXURES / AANHANGSELS

- 7.1 Annexure A: Draft Service Level Agreement with SAPO as provided by RTIA (26 January 2024)
- 7.2 Annexure B: "3- or 4-pager" prepared by Mr. Roman (PCF of 19 August 2025)

(get) J J Scholtz

MUNICIPAL MANAGER



SERVICE LEVEL AGREEMENT
Entered into by and between

Municipality

(Hereinafter referred to as the "Municipality")

A Municipality established in pursuant to Section 12 of the Local Government: Municipal Structures Act, No. 117 of 1998 as amended and represented herein by

In his capacity as, being duly authorised thereto

And

THE SOUTH AFRICAN POST OFFICE SOC LIMITED

"Hereinafter referred to as SAPO"

(Registration Number 1991/005477/30)

A Public Company incorporated in terms of the Companies Act, No. 71 of 2008 as amended,
represented by

Mr Linesh Harpal in his capacity as Act General Manager: Sales being duly authorised hereto

Table of Contents

1	PARTIES	3
2	INTERPRETATION	3
3	INTRODUCTION	10
4	STRUCTURE OF AGREEMENT	10
5	DURATION	11
6	NO EXPECTATION OF EXTENSION OR RENEWAL	11
7	PERFORMANCE	11
8	THE GENERAL OBLIGATIONS OF THE MUNICIPALITY	11
9	PERFORMANCE OF SAPO'S OBLIGATIONS	11
10	SERVICE AND SERVICE LEVELS	12
11	COSTS ESCALATION	12
12	PAYMENT	12
13	CASH ACCOUNT	14
14	DESIGNATED REPRESENTATIVES	14
15	CHANGE REQUEST	15
16	WARRANTIES	15
17	INDEMNITIES	16
18	INTELLECTUAL PROPERTY RIGHTS	16
19	LIMITATION OF LIABILITY	17
20	CONFIDENTIALITY	17
21	RELATIONSHIP	17
22	PUBLICITY	17
23	BREACH	18
24	TERMINATION	18
25	FORCE MAJEURE	18
26	DISPUTE RESOLUTION	18
27	NOTICES AND DOMICILIA	19
28	BENEFITS OF THE AGREEMENT	20
29	APPLICABLE LAW AND JURISDICTION	20
30	GENERAL	20
31	COSTS	22
32	SIGNATURE	22
33	ANNEXURE A ERROR! BOOKMARK NOT DEFINED.	4
34	ANNEXURE B	33
35	ANNEXURE C	333
36	ANNEXURE D	33

1 PARTIES

The Parties to this Agreement are –

1.1.1 The South African Post Office; and

1.1.2 Municipality

1.2 The Parties agree as set out below.

2 INTERPRETATION

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

2.1.1 **"AARTO"** means Administrative Adjudication of Traffic Infringements Act.

2.1.2 **"AARTO Notices"** means and notices served and issued to the infringers in terms of the AARTO Act 46 of 1998 and its Regulations and outlined in Annexure B hereof.

2.1.3 **"Account"** records transactions of the municipality for billing purposes

2.1.4 **"Agreement"** means these Framework Terms including all Annexures;

2.1.5 **"Annual price increase"** shall mean the price increase in Schedule 1 effective 1 April annually;

2.1.6 **"Business Day"** means any day other than a Saturday, Sunday or official public holiday, and Business Days has a corresponding meaning and is defined as hours between 08H00 and 17H00;

2.1.7 **"Communications Specification"** means the communications specification contained in Annexure A to this Agreement which defines all the Data File structure, letter templates, data receive processes and reporting processes for the Municipality with regards to their client communications that gets printed and distributed by the SAPO Services.

2.1.8 **"Confidential Information"** means any information or data, of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Party disclosing such information ("the Disclosing Party") or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party

may disclose or provide to the Party that receives such information ("the Receiving Party") or which may come to the knowledge of the Receiving Party by whatsoever means. Without limitation, the Confidential Information of the Disclosing Party shall include the following even if it is not marked as being 'confidential', 'restricted' or 'proprietary' (or any similar designation):

- 2.1.9 information relating to the Disclosing Party's business activities, business relationships, products, services, processes, data, and Staff, including agreements to which the Disclosing Party is a party;
- 2.1.10 information contained in or constituting or relating to the Disclosing Party's systems, machinery, hardware or software, networks, telecommunications services and facilities, including hardware or software in the possession of the Disclosing Party which is proprietary to a third party ("Third Party Products") and associated material, and information or incidents concerning faults or defects therein;
- 2.1.11 the Disclosing Party's technical, scientific, commercial, financial and market information (including valuations and forecasts), methodologies, formulae and trade secrets;
- 2.1.12 the Disclosing Party's architectural information, demonstrations, plans, designs, drawings, processes, process maps, functional and technical requirements and specifications and the data relating thereto;
- 2.1.13 Intellectual Property that is proprietary to the Disclosing Party or that is proprietary to a third party, including but not limited to Third Party Products and data relating to customers of the Disclosing Party;
- 2.1.14 business process outsourcing knowledge of the Disclosing Party and information relating to the Disclosing Party's current and existing strategic objectives, strategy documents and plans for both its existing and future information technology, processing, business processing and business process outsourcing; and
- 2.1.15 information disclosed with the permission of third parties, in which the third parties have confidentiality rights and any information the unauthorised disclosure of which could reasonably be expected to cause harm or risk to the Disclosing Party;
- 2.1.16 Confidential Information excludes information or data, to the extent that such information or data -

- 2.1.17 is lawfully in the public domain at the time of disclosure thereof to the Receiving Party; or
- 2.1.18 subsequently becomes lawfully part of the public domain by publication or otherwise; or
- 2.1.19 is or becomes available to the Receiving Party from a source other than the Disclosing Party which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the Receiving Party; or
- 2.1.20 is disclosed pursuant to a requirement or request by operation of law, regulation or court order but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed;
- 2.1.21 provided that -
- 2.1.22 the onus shall at all times rest on the Receiving Party to establish that such information or data falls within such exclusions; and
- 2.1.23 in the case of disclosure, the information or data disclosed will not be deemed to be within the foregoing exclusions merely because such information or data is embraced by more general information or data in the public domain or in a Party's possession; and
- 2.1.24 any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in a Party's possession, but only if the combination itself is in the public domain or in a Party's possession; and
- 2.1.25 provided further that the determination of whether information or data is Confidential Information shall not be affected by whether or not such information or data is subject to, or protected by, common law or statute related to copyright, patent, trademarks, designs or otherwise;
- 2.1.26 **"Corrupt Activity"** means any activity that is, or would be, an offence under section 3 of the Prevention and Combating of Corrupt Activities Act, 2003;
- 2.1.27 **"Credit Note"** is a document issued by SAPO informing the Municipality that a refund has been effected into their account;
- 2.1.28 **"Data"** means any data supplied, stored, collected, collated, accessed or

processed by or for the benefit of the SAPO, a SAPO Affiliate or any customer of the SAPO, including personal information, as defined in the Promotion of Access to Information Act 2 of 2000;

- 2.1.29 **"Data File"** – means the batch file as defined in section 1.1 in the Communications Specification contained in "Annexure A";
- 2.1.30 **"Deliverable"** means the deliverables identified and delivered to the Municipality, in terms of Annexure A of this Agreement;
- 2.1.31 **"Designated Representatives"** means, as the context indicates, the duly authorised representative of SAPO and the Municipality or alternates appointed by them as indicated in writing from time to time;
- 2.1.32 **"Designee"** a person who has been officially chosen to represent the infringer in terms of the AARTO Act;
- 2.1.33 **"Domestic Ordinary Mail"** means a physical mail item, handed in at a SAPO branch or mailbox and contains instructions to be delivered at a postal address within the Republic of South Africa, and utilises that part of SAPO's postal system that does not track or trace such item at any stage during the delivery process;
- 2.1.34 **"Domestic Registered Mail"** means a physical mail item that is tracked and from the date of receipt by SAPO until such mail item is delivered to the relevant addressee by the relevant and closest SAPO branch within the Republic of South Africa, or returned to the sender;
- 2.1.35 **"EBDN"** Electronic Bulk Delivery Note is a system used to capture sales orders for the Municipality.
- 2.1.36 **"Electronic normal email"** means an electronic mail (email) item, provided to SAPO and contains instructions to be delivered to an email address, and utilises that part of SAPO's postal system that does not track or trace such item at any stage during the delivery process;
- 2.1.37 **"Electronic registered email (electronic service) "** means an electronic mail (email) item, provided to SAPO and contains instructions to be delivered to an email address, that is tracked and from the date of receipt by SAPO until such mail item is delivered to the email address of the relevant addressee;
- 2.1.38 **"Escalation Date"** – shall mean the date on which postage rates are

increased, as published from time to time in the Government Gazette for the Services contained in Schedule "1"

- 2.1.39 **"Escalation Fee"** – shall mean the increase in the postage rate as published in a Government Gazette from time to time which will be effective on the Escalation Date;
- 2.1.40 **"Intellectual Property"** means any know-how (not in the public domain), invention (whether patented or not), design, trade mark (whether or not registered), or copyright material (whether or not registered), processes, process methodology (whether patented or not), and all other identical or similar Intellectual Property as may exist anywhere in the world which is not in the public domain and any applications for registration of such Intellectual Property;
- 2.1.41 **"Labour Action"** means actions that may include various collective activities or measures taken by employees to address workplace issues as referred to in section 64 of the Labour Relations Act, 1995 (Act No. 66 of 1995) as amended from time to time;
- 2.1.42 **"Losses"** means all losses, liabilities, costs, expenses, fines, penalties, damage, damages and claims and all related costs and expenses (including legal fees on the scale as between attorney and own client based on the cost order by the court, tracing and collection charges, costs of investigation, interest and penalties);
- 2.1.43 **"Municipality"** means a Municipality established in pursuant to Section 12 of the Local Government: Municipal Structures Act, No. 117 of 1998 as amended;
- 2.1.44 **"NCR"** National Contraventions Register is a central database that captures and stores information about traffic offenses and demerit points. It serves as a tool for monitoring and managing the behaviour of drivers on the road;
- 2.1.45 **"One-step-mail"** is a single printed A4 sheet that is folded, perforated and glued to create a letter for posting;
- 2.1.46 **"Parties"** means the SAPO and the Municipality, and "Party" will mean, as the context requires, any one of them;
- 2.1.47 **"RTIA"** means Road Traffic Infringement Agency;
- 2.1.48 **"RTMC"** means Road Traffic Management Corporation;

- 2.1.49 **"RTS"** means Returned To Sender
- 2.1.50 **"SAPO"** means South African Post Office;
- 2.1.51 **"Services" and "Service Levels"** means the products and services provided by the contracting parties at the predetermined performance levels that the parties agree to achieve as contained in the Annexures;
- 2.1.52 **"Service Hours"** means the hours between 08h00 and 17h00 on business days;
- 2.1.53 **"Signature Date"** means the date of signature of this Agreement by the Party last signing;
- 2.1.54 **"Term"** means the effective duration of this Agreement as set out in clause 5.1 which shall commence from the Signature Date hereof; and
- 2.1.55 **"Zip File"** – shall mean an electronic file in the format of a compressed zip algorithm that contains files of other electronic formats.
- In this Agreement -
 - o clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
 - o an expression which denotes -
 - any gender includes the other genders;
 - a natural person includes a juristic person and vice versa;
 - the singular includes the plural and vice versa;
 - a Party includes a reference to that Party's successors in title and assigns allowed at law; and
 - a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.

Any reference in this Agreement to –

- 2.1.56 **"days"** shall be construed as calendar days unless qualified by the word "business", in which instance a **"business day"** will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.1.57 **"laws"** means the Constitution; all statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or

awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and "**law**" shall have a similar meaning; and

2.1.58 "**Person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.

The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.

Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.

A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.

Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day, then (unless otherwise agreed) the due date for performance of the relevant obligation shall be the immediately preceding business day.

Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.

No provision of this Agreement shall (unless otherwise agreed) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.

The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.

Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.

In this Agreement the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Agreement.

The termination of this Agreement will not affect those of provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by, implication or necessity, continue to have effect after termination.

3 INTRODUCTION

The **Municipality** requires SAPO to provide Services in terms of the AARTO Act and such services which entails:

- 3.1.1 acceptance and transfer of data files;
- 3.1.2 processing of data;
- 3.1.3 printing of AARTO Notices;
- 3.1.4 posting of AARTO Notices by bulk ordinary mail;
- 3.1.5 serving of AARTO Notices by bulk registered mail;
- 3.1.6 emailing of AARTO Notices by bulk confidential email;
- 3.1.7 bulk electronic service of AARTO Notices by e-registered mail and email;
and
- 3.1.8 Provide delivery status updates via sFTP, for the NCR to be updated by the NCR Administrator.

The Parties wish to record in writing their Agreement in respect of the above and matters ancillary thereto.

4 STRUCTURE OF AGREEMENT

In the event of a conflict between the terms of this Agreement and any Annexure and/or Schedules attached hereto, the terms of this Agreement will prevail to the extent of the conflict.

The Parties agree that this Agreement comprise of master terms and conditions and, accordingly, will apply to each and every Annexure and/or Schedule concluded between the Parties and appended to this Agreement from time to time. By agreement, the Parties may conclude one or more Annexures in respect of the Services. A valid agreement is only formed between the Parties where an Annexure is concluded subject to the terms and conditions of this Agreement.

No Annexure (or Annexures in the case of interconnected Annexures) shall be binding, and of any force and effect on either Party, unless such Annexure has been duly executed by the Designated Representatives of each Party and is expressly indicated to have been concluded pursuant and subject to this Agreement.

Each Annexure (or Annexures in the case of interconnected Annexures) as the case may be in clause 0 and duly executed in terms of clause 0, constitute independent transactions which will be construed and interpreted as complete and integrated, and together forming the Agreement between the Parties.

The Termination or expiry of any Annexure and/or Schedule will not affect the continued operation of this Agreement or any other Annexure and/or Schedule not terminated or expired and concluded in terms of thereof.

5 DURATION

This Agreement will commence on the Signature Date and shall endure for a period of three (3) years.

6 NO EXPECTATION OF EXTENSION OR RENEWAL

The Service Provider agrees that there shall be no expectation of future extension or renewal of this Agreement.

Any decision to extend shall rest exclusively with the City. Should the City decide to extend the Agreement, it shall be done on such terms as the Parties may agree to in writing. Such extension shall not constitute a basis for the Service Provider to claim extension in future.

This Agreement will be reviewed at the discretion of the City. A reasonable notice period of at least 60 (sixty) days for implementation of changes will be allowed.

7 PERFORMANCE

Time will be of the essence in respect of the performance by the Parties of their obligations under this Agreement. The Parties are required to inform each other immediately and not more than 72 hours when there will be foreseeable circumstances which will prevent, obscure or render them incapable of performing their obligations under this Agreement including but not limited to when the SAPO has received a notice from its trade unions about the impending Labour action.

The SAPO shall inform the Municipality within 7 days from the date when there is breakdown of negotiations between the SAPO and its trade unions regarding the impending labour action referred to in clause 6.1 above.

During the duration of the labour action The South African Post Office will be required to source alternative means of rendering the services to ensure continuous service delivery.

8 THE GENERAL OBLIGATIONS OF THE MUNICIPALITY

Where SAPO depends upon and requests the provision of information and assistance by the Municipality in order to perform the Services, the Municipality will provide the necessary information and assistance in a timely manner.

The Municipality's staff will cooperate with the SAPO to the extent that such cooperation is necessary to enable SAPO to perform the Services.

The Municipality will not unreasonably withhold or delay any agreement, approval or consent required of it in terms of this Agreement.

Where the ability of the SAPO to perform an obligation under this Agreement is dependent upon the performance by the Municipality of a responsibility as envisaged in clause 8.1, SAPO's failure to perform any such responsibility will not, for purposes of this Agreement, constitute a breach of this Agreement.

9 PERFORMANCE OF SAPO'S OBLIGATIONS

SAPO shall assist the Municipality in terms of posting AARTO Notices to the infringers in terms of the AARTO Act and its Regulation in a manner outlined in both Annexure A and Annexure B hereof.

10 SERVICE AND SERVICE LEVELS

The Service Levels will be implemented and measured, as per Annexure A of this Agreement.

Should SAPO serve AARTO Notices outside the time periods as required in terms of Annexure A hereof, SAPO shall be liable to a penalty as referred to in clause 9.3.

Failure to serve AARTO Notices within the time periods as required in terms of clause 9.4 of Annexure A will result in a credit note effected on items served outside of the prescribed timelines. Municipality can only claim such credit if the invoice/s were paid strictly on 30 days of date of invoice. The Municipality will forfeit any and all credit notes for all invoices not paid within 30 days of invoice date.

A detailed report to be made available on a quarterly basis to determine the credit note to be passed to the Municipality.

Unless otherwise agreed Service Levels will be reviewed annually, unless expediency reasons necessitate shorter review periods.

11 COSTS ESCALATION

The postage aspects within the Services and the fees related thereto are regulated by The Independent Communication Authority of South Africa (ICASA) as espoused in the South African Postal Services Act, 1998 and will escalate accordingly in terms of the South African Postal Services Act on the escalation Date.

SAPO is required to inform the Municipality by written notice about cost increases mentioned in Schedule 1 prior service cost escalation.

12 PAYMENT

The Municipality shall pay SAPO in terms of clause 12.2 provided the Services reflected in the invoice for which payment is requested are accompanied or preceded by a service delivery report in which the number of AARTO Notices actually served on the addressees stated in such report are recorded.

The Municipality is entitled to the credit note referred to in clause 9.3 for items served outside the timelines provided in this SLA.

In the event there are AARTO notices that are outside the prescribed periods the Municipality will raise a discrepancy with SAPO. Should SAPO and the Municipality not agree, the dispute will be dealt with in terms of clause 25.1. Such a dispute shall not prohibit other works from continuing in relation to the processing of the files.

All disputes will be resolved by way of a credit note being raised where payment loss has already been suffered by the Municipality, and the credit note must be issued in no less than 30 days from the date that both parties acknowledge credit note due.

All payments to SAPO, pursuant to this Agreement, will be effected into SAPO's bank account as follows:

Name of Bank: Standard Bank

Branch code: 01 0045 00

Account Holder: South African Post Office LTD

Account Number: 01 071 613 0

13 CASH ACCOUNT

SAPO finance will facilitate the cash account application process. Once the Municipality has complied with the provisions of the cash account applications process an EBDN account will be approved, and an account number will be allocated to the Municipality. In addition to the terms and conditions contained in this Agreement the Parties will also be subject to the terms and conditions of the cash account application.

The Municipality must ensure that there is adequate funds in the SAPO account to enable continuous processing (mailing) of infringement notices. SAPO will not render services if the Municipality's account does not contain sufficient funds (to the value of the services to be provided).

In an event processing of mail is stopped due to insufficient funds, SAPO will only resume processing of infringement notices once funds are received into the SAPO account and confirmed by SAPO finance section.

In the event that services are not rendered due insufficient funds, SAPO will not be liable for any loss of revenue suffered by the Municipality arising from infringement notices not being processed timeously and having become unenforceable.

In respect of unprocessed infringement notices resulting from inadequate funds in the Municipality postal account, the Municipality is required to inform SAPO in writing (email) of the start date for the resumption of processing infringement notices. Should the Municipality not inform SAPO of start date for resuming services, SAPO will not be obliged to process such infringement notices and will not be liable losses.

14 DESIGNATED REPRESENTATIVES

Each Party will nominate a Designated Representative and shall inform the other Party of the name, designation and contact details of the Representative within 14 days of the Signature Date hereof, in writing as per Annexure A.

The work to be performed and the Services to be rendered by SAPO will be supervised by the Municipality's Designated Representative.

Either Party may substitute a Designated Representative, at its discretion, provided that the Party shall give the other Party reasonable written notice of such substitution and will provide replacement employees of equivalent ability. Without derogating from the afore going, should either Party replace a Designated Representative for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that, a suitable period of hand-over and overlap takes place, at its cost, between the new and the Designated Representative.

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

The Designated Representatives of the Parties will meet at least –

- 14.1.1 Once every 12 (twelve) month period to review, analyse and discuss fees, service levels, Services and or change orders;
- 14.1.2 Once per month to address general service delivery issues and the related contractual indicators and any change orders.
- 14.1.3 Each party will use its best efforts to meet the actions agreed at the

meetings and co-operate with the other Party to provide personnel, actions and decisions in order to meet a Party's obligations under this Agreement.

- 14.1.4 The location of any meetings to be held in terms of this Agreement will be agreed between the Parties at least 1 (one) week before the date of the meeting. Each Party will bear their own costs to realise and attend such meetings.

15 CHANGE REQUEST

In the event that either Party wants to propose a change to any of the Services including but not limited to adding new, additional or supplementary services, that Municipality must notify the SAPO in writing of the proposed change. The Services may only be changed once the process in this clause 14 has been followed to completion.

In the event that the Municipality requires SAPO to investigate a proposed change referred to in clause 14.1 or a change is necessary in order to enable either Party to comply with any law, SAPO will prepare a change Request which must include the following:

- 15.1.1 a description of the proposed change;
- 15.1.2 the cost impact;
- 15.1.3 any other considerations of relevance to the proposed change.
- 15.1.4 After signature by SAPO and the municipality Designated Representative on the change order, the change will be implemented in accordance with the change order.
- 15.1.5 All work done in terms of a duly signed change order shall be subject to all of the terms of this Agreement.

16 WARRANTIES

Each of the Parties hereby warrants to and in favour of the other that –

- 16.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
- 16.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 16.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
- 16.1.4 contravene any law or regulation to which that Party is subject; contravene any provision of that Party's constitutional documents; or

16.1.5 be in conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; and

16.1.6 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;

it is entering into this Agreement as principal (and not as agent or in any other capacity);

the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;

it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.

Each of the representations and warranties given by the Parties in terms of this clause 15 shall –

be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;

continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and

prima facie be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

17 INDEMNITIES

Each Party indemnifies and holds the other Party harmless against all losses suffered by, or claims made against the Parties arising out of or in connection with:

claims by the staff of one party against the staff of the other party,

including actions instituted in terms of the Labour Relations Act, 1995, the Basic Conditions of Employment Act, 1997 and any other legislation which regulates employees;

claims for taxes, interest or penalties against one Party that are obligations of the other party; and

any breach of this Agreement by either Party

18 INTELLECTUAL PROPERTY RIGHTS

The SAPO retains all right, title and interest in and to the SAPO's Intellectual Property.

The Municipality retains all right, title and interest in and to the Municipality Intellectual Property.

The Parties shall be co-owners of any Intellectual Property jointly developed by them during the currency of this agreement, unless otherwise stated in a separated agreement to that effect.

19 LIMITATION OF LIABILITY

The Parties agree that, in the event of a breach of any of the provisions of this Agreement, the defaulting Party shall be liable to the other Party for all Losses which constitute direct and/or general damage. Notwithstanding anything to the contrary set forth in this Agreement in general, the Parties agree that they shall be liable to each other for –

Losses which constitute indirect, special and/or consequential damages where such damages are caused by a breach of any Intellectual Property and/or Confidential Information undertaking contained in this Agreement; all Losses which arise out of their Corrupt Activity or fraud; and

all Losses which arise out of their dishonesty or gross negligence regardless of whether such Losses arise out of contract or *delict*.

20 CONFIDENTIALITY

The SAPO will at no time disclose any Municipality information to any third party or make use of any Municipality confidential information, except as may be strictly necessary for the purposes of proper performance of the Services or the exercise or enforcement of its rights under this agreement.

Municipality will at no time disclose any SAPO Information to any third party or make use of any SAPO Confidential Information, except as may be strictly necessary for the purposes of proper performance of the Services or the exercise or the enforcement of its rights under this Agreement.

For the purposes of clauses 19.1 and 19.2, each Party will protect the Confidential Information of the other Party under its control or in its possession in accordance with best practice as applicable in the context of this Agreement.

This Agreement will constitute Confidential Information of both Municipality on the one hand and the SAPO on the other hand.

If either Party is required by compulsion of law to disclose the Confidential Information of the other Party, it will advise the other Party immediately upon becoming aware of such requirement and, to the extent possible, in advance of the disclosure occurring.

21 RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Neither Party shall have the authority or power to bind the other Party or to contract in the name of the other Party, or create a liability against the other Party in any way or for any purpose.

22 PUBLICITY

Subject to clause 21.3, each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law or permitted in terms of this Agreement, the nature, content or existence of this Agreement and any and all information given by a Party to the other Party pursuant to this Agreement.

No announcements of any nature whatsoever will be made by or on behalf of a Party relating to this Agreement without the prior written consent of the other Party.

The disclosure clause 21 shall not apply to any disclosure made by a Party to its professional advisors or consultants, provided that they have agreed to the same confidentiality undertakings, or to any judicial or arbitral tribunal or officer, in connection with any matter relating to this Agreement or arising out of it.

23 BREACH

If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 30 (thirty) business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option

23.1.1 to claim specific performance of any of the Defaulting Party's obligations within a reasonable period;

23.1.2 claim for damages.

23.1.3 Elect a mediator as per clause 25 of dispute resolution.

24 TERMINATION

Either Party fails, to comply with dispute resolution proceedings contemplated in clause 25 or to comply with any final decision reached as a result of any legal, or arbitration proceedings in relation to this agreement.

Upon the termination of this Agreement for whatever reason, the Parties commit to phasing out their duties and responsibilities in such a way so as to cause minimum disruption to the other.

In the event that the performance of either Party is delayed or interrupted for a period exceeding 30 (thirty) days, either Party may terminate this Agreement on written notice to the other.

25 FORCE MAJEURE

No Party shall be liable to the other Party of the non-performance of any performance of the provisions of this Agreement in the event and to the extent that such non-performance is the direct result of or has been directly caused by *force majeure*, which shall mean any event beyond reasonable control of a party which could not reasonably have been foreseen by it at the date of signature of this Agreement, and shall include: war, invasion, act of foreign enemy, civil war, riot, military rising, insurrection, rebellion, total lockdown, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government or to influencing it by terrorism or violence, confiscation, nationalisation or requisition or destruction of or damage to property by under the order of the Government or any public authority.

Party claiming *force majeure* shall as soon as reasonably possible after becoming aware of the *force majeure* event, notify the other party thereof, stating the nature, extent and expected duration of same

The burden of proof of the existence and extent of the alleged event and the enforceability thereof shall rest on the Party claiming such.

26 DISPUTE RESOLUTION

The Parties, being organs of state in the national and local spheres of government, respectively, acknowledge that they are bound by the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005) and that any dispute between them shall be regulated in terms of the provisions of this Act.

27 NOTICES AND DOMICILIA

The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses:

SAPO Contact details	Address	Contact person	Telephone number
Legal Services The South African Office	497 Cnr Jeff Masemola & Sophie de Bruyn Street Pretoria Central 0002	Head legal Services	012 407 7000
Office of the Municipal Manager			

Marked for the attention of: Legal and Governance Unit

Provided that a Party may change its domicilium or its address for the purposes of notices to any other physical address or telefax number / e-mail address by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

All notices to be given in terms of this Agreement will be given in writing and will –

- 27.1.1 be delivered by hand or sent by telefax, and not or by way of email;
- 27.1.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
- 27.1.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

- 27.1.4 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 26.

28 BENEFITS OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

29 APPLICABLE LAW AND JURISDICTION

This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

Subject to clause 28.1, the Parties hereby consent and submit to the non-exclusive jurisdiction of the North Gauteng High Court, Pretoria in case SAPO is the claimant/applicant and the Western Cape High Court, in case the Municipality is the claimant/applicant, in any dispute arising from or in connection with this Agreement.

30 GENERAL

Whole Agreement

- 30.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

- 30.1.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

Variations to be in Writing

- 30.1.3 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

No Indulgences

- 30.1.4 No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no

single exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any unilateral exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

No Waiver or Suspension of Rights

30.1.5 No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

30.2 Provisions Severable

30.2.1 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

30.3 Continuing Effectiveness of Certain Provisions

30.3.1 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

30.4 Assignment

- 30.4.1 The Municipality and SAPO may subcontract any rights in this Agreement to a third party, provided that the Party so subcontracting will notify the other Party of such fact in writing.
- 30.4.2 The Party subcontracting its rights in terms of this Agreement remains liable for all actions, omissions, delicts, unlawful actions and work product of their subcontractor and shall on no account be exempted from compliance with any terms of this Agreement by reason of it having employed the subcontractor.
- 30.4.3 Subject to clause 29.7.1 and 29.7.2 neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior signed written consent of other Party, save as otherwise provided herein.

31 COSTS

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

32 SIGNATURE

This Agreement is signed by the Parties on the dates and at the places indicated below.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

The persons signing this Agreement in a representative capacity warrant their authority to do so.

The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

SIGNED at.....on this.....day of.....2025

For and on behalf of Municipality

Name of Signatory

Designation of Signatory

AS WITNESSES:

1.....

2.....

SIGNED AT ON THIS DAY OF 2025

AS WITNESSES

For and on behalf of SAPO

1.

Name of Signatory

2.

Designation of Signatory

33 ANNEXURE A

This Annexure A is concluded pursuant and subject to the terms and conditions of this Agreement. All capitalised terms in this Annexure that are not defined within this Annexure will bear the same meaning as ascribed to them in the Agreement. This Annexure will become effective on the Signature date and will endure for a period of 3 (three) years in terms of clause 01 of the Agreement, or until the termination of the agreement in terms of clause 25, whichever is earlier.

1. SERVICES

- 1.1.** This entails the execution of the existing Communication Specifications, as contained in this Annexure A, which includes but is not limited to the communication template, logos; field names; data and other information that SAPO is required to output into Print Ready Files, as defined in clause 3.6 of this Annexure. Should RTIA require any changes to the execution of the Communication Specifications the change request process in clause 16 of the Agreement will apply.
- 1.2.** SAPO and RTIA shall for the purpose of this Agreement utilise the existing Communication Specification.

2. ACCEPTANCE AND TRANSFER OF DATA FILES

- 2.1.** RTMC will on behalf of the municipality provide SAPO with a Data File ([InfrDoc](#) file and [InfrDocImg](#) file) and, if applicable, a Zip File which will contain all necessary images, on a daily basis by placing the Data File on a SAPO SFTP site. The Data File must have been completely transferred to SAPO's SFTP site daily.
- 2.2.** If RTMC has no records to print AARTO notice, RTMC must nevertheless send SAPO an empty Data File, so that SAPO is aware that there are no technical problems.
- 2.3.** On receipt of duplicate files from the RTMC, SAPO should process the first file as received only. RTMC to ensure that duplicate files are not submitted to SAPO.
- 2.4.** SAPO shall process a file only once.
- 2.5.** The municipality is responsible to capture the correct postal address or email address of the recipient of infringement notices and related communication.

3. SAPO PROCESSING OF DATA

- 3.1.** The NCR Administrator is responsible for all data integrity and image validations in all Data Files before transferring the data to SAPO's SFTP site. SAPO will not undertake any obligation in respect of validating or verifying the integrity, accuracy, completeness, and correctness of any data and images within Data Files.
- 3.2.** The RTMC must ensure that the data and image files are transferred with the necessary Data File extension (.csv which will change to .txt once upload to SAPO's SFTP is complete). If any other Data File extension other than .txt or .zip is uploaded, SAPO will not be liable or responsible for any resultant failure, losses and damages that are incurred by as a result of incorrect received data.
- 3.3.** Upon the receipt of the Data File from RTMC, SAPO will perform a file structure validation to ensure compliance of the Data File to the Communication Specification.
- 3.4.** Should the Data File fail structural validation as indicated in clause 3.3, SAPO will inform the RTMC (via the designated contact email address indicated below in clause 15, within 1 (one) business day of such failure) and the Data File will be deemed to have "not been received" by SAPO as required in terms of this Agreement. As a result of such non-receipt, SAPO will not process the Data File and no Service Levels Measurements as indicated in clause 9 below will be applicable to that Data File. The RTMC will be responsible to resubmit the Data File in terms of clause 2.1 of this Annexure A.
- 3.5.** If the submitted Data File passes data structure validation in clause 3.3 of this Annexure A, SAPO will transfer (map) the data fields onto the applicable Print Templates. These validated and processed Data Files will be Print Ready Files.

- 3.6.** The day on which SAPO receives the Data File will be deemed as day 0 (zero) for the purposes of this Agreement and all Service Levels will exclude day 0 (zero) in the computation of any Service Level standards.
- 3.7.** The Print Ready Files will be routed to SAPO Print Bureau for the actual Printing and Posting or for electronic mail services a generation of the PDF document and electronic email.

4. PRINTING AND POSTING

- 4.1.** Print Ready Files to be printed on an A4, 80-gram paper in duplex with black laser printers. Duplex Printing is defined as printing on both sides of the A4 sheet.
- 4.2.** SAPO will supply the Municipality
- 4.3.** a status "printed" for registered mail and electronic registered mail. These events include printed, posted, first notification, ready at branch and collected for all successfully received and processed mail by SAPO. All status update will be supplied by SAPO to the NCR administrator within 3 working days
- 4.4.** Printed AARTO notices will be glued, folded and perforated by a one-step mailer process.
- 4.5.** The produced AARTO notices in the form of physical DL sized letters will be posted via ordinary domestic mail or Registered Mail as instructed by the Data File, which will be interpreted in terms of Annexure B of this Agreement.
- 4.6.** Where AARTO notices are posted via ordinary domestic mail, SAPO will thereafter supply the Municipality an electronic status "posted". SAPO will not provide any further tracking details for AARTO notices posted via ordinary domestic mail. As a matter of clarity, AARTO notices posted via ordinary domestic mail will not be subject to Service Level Measurements, however SAPO will provide a repository of ordinary mail items lodged as indicated in clause 9 of this Annexure A.
- 4.7.** The total period for ordinary mail items to be posted should not exceed 15 days after day 0 as referred to in clause 3.7 of this Annexure.

5. BULK REGISTERED MAIL

- 5.1.** In respect of bulk Registered Mail, SAPO will provide the NCR Administrator with an electronic status "posted" within three working days of recorded event taking place on SAPO's own internal system and when the AARTO notice being despatched to the SAPO branch. SAPO will use its reasonable endeavours to determine the branch closest to the addressee on the AARTO notice provided to SAPO.
- 5.2.** In the event the address on the AARTO notice is of such a nature that SAPO cannot, with any level of certainty determine the destination of the AARTO notice ("Undeliverable"), SAPO will provide a 'not posted' electronic status to the Municipality within three working days of such event actually taking place on SAPO's own internal system, In the event of an Undeliverable AARTO notice, SAPO retains the right to levy the pro rata Bulk Registered Mail fee related to such AARTO notice, as quoted in Schedule 1 of this Agreement. Service Level Measurements will not apply to Undeliverable AARTO notices.
- 5.3.** Notifications to collect AARTO notices ("First notification letter from SAPO") posted via Registered Mail will be, printed, glued, folded, perforated and posted by SAPO to the addressee via ordinary domestic mail. As a matter of clarity, notifications to collect posted via ordinary domestic mail will not be subject to service Level Measurements as indicated in clause 9 of this Annexure A. The Notification to collect is an inherent part of the service offering, and is owned by SAPO. To this extent, SAPO retains the right to manage the content of the Notification to collect, and associated return policies should the Notification to collect is Undeliverable. SAPO will provide the NCR Administrator with an electronic status "First Letter Notification from SAPO" within three working days of such event actually taking place on SAPO's own internal system, in order to indicate that the Notification to collect a registered item has been produced and posted to the addressee on the AARTO notice.

6. COLLECT AT SAPO BRANCH

- 6.1.** SAPO will provide the NCR Administrator with an electronic status "ready for collection at branch within three working days after the Post Office branch received and trigger the event on SAPO's own internal system, in order to indicate that the AARTO notice has been received at the SAPO branch and is ready for collection by the addressee/infringer.
- 6.2.** Once the addressee or its designee comes into the SAPO branch to collect the AARTO notice, SAPO will deliver the AARTO notice to the addressee or its designee in terms of SAPO's standard operating procedure for the collection of Registered Mail.
- 6.3.** Should the AARTO notice be collected from the branch, SAPO will provide the Municipality through the NCR Administrator by submitting reports onto the sFTP folder, with an electronic status "delivered" of such event actually taking place on SAPO's own internal system, in order to indicate that the AARTO notice has been collected by the addressee or its designee.
- 6.4.** In the event the AARTO notice is not collected and Returned To Sender (RTS) within 42 (forty-two) days from date of dispatch to the SAPO branch, SAPO will destroy such items, SAPO will provide an electronic status "not delivered" within 3 working days of such event actually taking place on SAPO's own internal system, to the Municipality through the NCR Administrator in respect of each uncollected AARTO notice. See schedule 1 for destruction fee of Returned to sender (RTS).
- 6.5.** In the event that an AARTO notice is lost, stolen or misplaced for whatever reason, whether on route to a SAPO branch, at a SAPO branch or on the return leg back to the Municipality, SAPO will supply the Municipality an electronic status "item lost" within three working days of such event actually taking place on SAPO's own internal system.
- 6.6.** SAPO furthermore undertakes to provide all event status updates to the NCR within three working from such event being recorded on SAPO's own internal system as per Annexure C of this Agreement.
- 6.7.** All Status reports will be uploaded onto the SAPO sFTP Folder for the NCR Administrator to be update the NCR. All electronic status updates will be supplied by SAPO to the Municipality though the NCR Administrator within 3 working days after the relevant event actually occurred.

7. ELECTRONIC SERVICES

- 7.1.** Electronic distribution data records will be composed into the same PDF Print-Ready format, as used for printing.
- 7.2.** SAPO will supply the NCR Administrator, a status "PDF document composed" for all AARTO notices that have been successfully received and composed into a PDF.
- 7.3.** After the electronic Files have been composed to a PDF document, the AARTO Notices will be electronically distributed to the email address of the infringer provided by the NCR Administrator. Distribution of Registered mail, Electronic Normal Email or Electronic Registered email will be selected by a data record indicator provided by RTMC in the data file, which will be interpreted in terms of Annexure B of this Agreement.
- 7.4.** During electronic distribution, Invalid email addresses will processed as Registered mail or email. The cost of failed electronic distribution will be charged as these notices will be considered served because notices was email/sent to details provided by the infringer.
- 7.5.** All documents distributed to infringers will be pass word protected.
- 7.6.** Where Registered mail, Electronic Normal Email and Electronic Registered Email have been sent, SAPO will thereafter supply the NCR Administrator, an electronic status "Posted".
- 7.7.** All Status reports will be uploaded onto the SAPO sFTP Folder for the NCR to be updated. All electronic status updates will be supplied by SAPO to the NCR Administrator within three working days after the relevant event actually occurred.
- 7.8.** The individual PDF will be provided by SAPO to RTMC for uploading to NCR.
- 7.9.** The total period for Electronic Normal Email or Electronic Registered Email items to be emailed should not exceed 48 hours after day 0 as referred to in clause 3.7 of this Annexure.

8. MONTHLY REPORTS

- 8.1.** At the end of every calendar month SAPO shall generate and submit to NCR Administrator a report describing the following in respect of each Data File individually, irrespective of the manner of service:
 - 8.1.1.** original Data File name as submitted by the municipality through the NCR and received by SAPO;
 - 8.1.2.** the submission date of Data File,
 - 8.1.3.** number of items per AARTO notice type (category), and
 - 8.1.4.** rate per item and total amount per AARTO notice type, as per Schedule 1.
 - 8.1.5.** The report will detail the cost of mailing AARTO notices which are mailed on behalf of the Municipality, and will be further subject to the terms and conditions of this Agreement.
- 8.2.** Ad hoc reports will be compiled on reasonable request to the Municipality. In these instances, both Parties agree that timing in terms of supply of the requested information will be discussed and mutually agreed.
- 8.3.** SAPO will provide a quarterly report commencing from the Signature Date hereof, indicating:
 - 8.3.1.** The total number of AARTO notices successfully received from the Municipality;
 - 8.3.2.** The total number of AARTO notices successfully posted/emailed on behalf of the Municipality;
 - 8.3.3.** The total number of AARTO notices delivered to the SAPO branch on behalf of the Municipality, within the specified Service Level Measurements as defined in clause 9 of this Annexure A).
 - 8.3.4.** The total number of AARTO notices delivered to the SAPO branch on behalf of the

Municipality outside the specified Service Level Measurements (as defined in clause 9 of this Annexure A).

8.3.5. All Service Level Measurements to be calculated for the purposes of this report will be based on clause 8.3.2 of this Annexure A.

8.4. The report will be compiled by SAPO, based on SAPO's system information, and provided to the Municipality 60 (sixty) days after the close out of the quarter in question.

9. SERVICE LEVEL MEASUREMENTS

- 9.1. The Municipality requires SAPO to make available the printed AARTO Notices, at a SAPO branch as determined by the addresses supplied in the Data File. The Service Level in this clause will be measured and controlled through SAPO's internal reporting systems. Both Parties agree that the date of the event (actual event status date) and not the electronic status update date will be used as the point of reference when measuring Service Level adherence. All electronic status updates will be made available to the NCR administrator within 72 hours after the occurrence of the AARTO event on SAPO's own internal system. In the event of a discrepancy between the quarterly Service Level report provided by SAPO to the NCR administrator and the NCR administrator own reports, SAPO will (a) investigate the discrepancy and (b) provide the Municipality with reasonable information related to the basis upon which the Service Level reports have been calculated. In the event that, notwithstanding this clause 9.1, the discrepancy between the Service Level reports of SAPO and the Municipality still exist, the Parties will endeavour a mechanism to harmonise such discrepancies and may to that end enlist the assistance of an external expert to provide the required solution.
- 9.2. SAPO will not provide any further tracking details for AARTO notices posted via ordinary domestic mail. As a matter of clarity, AARTO notices posted via ordinary domestic mail will not be subject to Service Level Measurements, however SAPO will provide a repository of ordinary mail items lodged.
- 9.3. A credit note will be passed on registered mail items which are not dispatched within 10 (ten) days from receipt of the data file by SAPO and day 1 (one) will be regarded as day 0 (zero).
- 9.4. Failure to serve AARTO Notices within the time periods as required in terms of Annexure A will result in a five percent (5%) credit note effected on items served outside of the prescribed timelines. Municipality can only claim such credit if the invoice was paid strictly on 30 days of invoice date. The municipality will forfeit any and all credit notes for all invoices not paid within 30 days of invoice date.
- 9.5. Notifications to collect post via ordinary domestic mail will not be subject to service Level Measurements.
- 9.6. The total period for registered mail items to be processed should not exceed 20 (twenty) calendar days after day 0 (zero) as referred to in clause 3.6 of this Annexure. SAPO processes allocated 15 (fifteen) calendar days and infringer allocated 5 (five) days to collect the infringement notice at SAPO branch.

10. COMPLAINTS PROCEDURE

- 10.1. Complaints from the public arising from the AARTO process must be dealt with by the RTIA via the AARTO Call Centre. SAPO is only responsible to assist with the tracking of a physical item if it was sent via registered mail and in instance where the required statuses are not available on the RTMC systems.
- 10.2. In cases where the SAPO Track and Trace number, as assigned to the AARTO notice, is available to the RTIA, queries can be directed to the SAPO call centre or referenced on the SAPO website. The call centre number to be availed to RTIA so that related complaints or enquiries may be directed thereto.
- 10.3. Should the Municipality and/or service provider have specific complaints or queries it can be directed to the SAPO representative that will ensure that the query/complaint is dealt within a period of 30 days.
- 10.4. Complaints of a general nature will be addressed in the relevant forums as outlined in

clause 10 of the Agreement.

11. ESCALATION PROCEDURE

- 11.1.** As per clause 10 of this Annexure A, both Parties to agree on turnaround times for management and resolution of complaints. Should the turnaround times agreed upon in clause 10.3 for a specific incident or complaint not be adhered to, the matter can be escalated to the relevant SAPO Executive representative (as defined in relevant table – see clause 15.2 of this Annexure A) in writing with specific examples. It would be the responsibility of the SAPO representative to address the matter with all concerned parties and ensure a mitigation plan is derived and implemented to ensure the specific incident(s) does not occur again.

12. CHANGE MANAGEMENT PROCEDURE

- 12.1.** Both Parties commit to train all the personnel who are central to the operationalisation of this Agreement upon the finalisation of the relevant signatures thereto.
- 12.2.** The Parties further commit to involve all such personnel referred to in clause 12.1 of this Annexure A in the quarterly meetings.

13. MONITORING

- 13.1** The parties will develop a monitoring template, containing all the performance indicators of this agreement.
- 13.2** The monitoring template will be utilised by the designated representatives of the parties to measure the effectiveness of the service levels under this agreement, during the monthly and quarterly meetings.

14. COMMUNICATION STRATEGY

- 14.1.** It is important that a communication strategy is followed by all Parties due to the nature of this project as well as the various role players.
- 14.2.** The appointed Municipality and SAPO Designated Representative should at all times be included in any communication amongst the various AARTO role players in order to limit the risk of communication breakdown but also ensuring that the 2 (two) major role players to this Service Level Agreement are aware of project issues.
- 14.3.** Both Parties agree to consult and obtain the others prior written consent before responding to including without limitation any private or public media/press, marketing and advertising releases in cases where the other Party's Intellectual Property or Confidential Information is used or referred to or where the reputation of either party could be affected.

15. CONTACT PERSON/S

15.1. First line support for general enquiries and general process support

	SAPO	Municipality
OPERATIONS	Area Manager E.L. Lekopa Office: 057 212 5037 Cell: 082 337 1841 Email: Moeketsi.Lekopa@postoffice.co.za	
TECHNICAL	Designated SAPO Accountant Frans Cronje Office: 012 407 6695 Cell: 083 329 7901 Email: Frans.Cronje@postoffice.co.za	
BUSINESS REPRESENTATIVE	Designated SAPO RSM Arno Oosthuizen Office: 041 508 4250 Cell: 083 329 7901 Email: Arno.Oosthuizen@postoffice.co.za	
FINANCE	Percy Maila Office: 012 407 7713 Email: Percy.Maila@postoffice.co.za	

15.2. Escalation contacts when first line support fails

	SAPO	Municipality
OPERATIONS	Regional General Manager Mahomed Yaseen Office: 041 508 4250 Cell: 084 041 2870 Email: Mahomed.Yaseen@postoffice.co.za	AARTO CALL CENTRE
TECHNICAL	Designated SAPO RSM Arno Oosthuizen Office: 041 508 4250 Cell: 083 329 7901 Email: Arno.Oosthuizen@postoffice.co.za	Representative Technology from Tel: Email:
BUSINESS REPRESENTATIVE	Acting GM: Sales & Marketing Linesh Harpal Office: 041 508 4238 Linesh.Harpal@postoffice.co.za	Executive Representative from Business Tel: Email:
FINANCE	Lenny Govender Office: 012 407 7010 Email: Lenny.Govender@postoffice.co.za	Representative from Finance Tel: Email:

34 ANNEXURE B

34.1 AARTO NOTICES SERVED ARE ON THE INFRINGERS IN TERMS OF THE AARTO ACT AND REGULATIONS. AARTO NOTICES SHALL BE SERVED BY SAPO IN ACCORDANCE WITH REGULATIONS 30(2) AND 31 AND IN TERMS OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

AARTO Notices to be delivered on behalf of the Municipality

AARTO 03	Infringement notice for camera and other infringements
AARTO 03a	Operator infringement notice
AARTO 03b	Infringement notice in respect of unattended vehicle
AARTO 07a	Notification of a successful nomination
AARTO 07b	Notification of an unsuccessful nomination
AARTO 33	Notice of summons to be issued for a traffic offence
AARTO 33a	Notice of summons to be issued to operator

35 ANNEXURE C

35.1 EVENT STATUS UPDATES TO BE TRANSFERRED TO THE NCR WITHIN 72 HOURS OF SUCH EVENT BEING RECORDED ON SAPO'S OWN INTERNAL SYSTEM.

Cod e	Description	Registered mail	Ordinary mail	Electronic service	Ordinary email
01	Printed	Yes	Yes	N/a	N/a
02	Posted (lodged)	Yes	Yes	Yes-email successfully sent	Yes-email successfully sent
03	Collected	Yes	N/a	Yes-collected (read/open by recipient)	Yes-collected (read/open by recipient)
04	Undelivered	Yes	N/a	Yes, not delivered (unsuccessful delivery to email address)	N/a
05	Not delivered	Yes	N/a	Yes, RTS – return to sender, not opened/read by recipient	N/a
06	First notification letter from SAPO	Yes	N/a	N/a	N/a
07	Second notification letter from SAPO	Yes	N/a	N/a	N/a
08	Ready for collection	Yes	N/a	Yes (delivered to recipients' email address)	N/a
09	Item lost	Yes	N/a	N/a	N/a
10	Address suspect		N/a	Not delivered (unsuccessful delivery to email address)	Not delivered (unsuccessful delivery to email address)
11	Credit limit reached	Yes	N/a	Yes	Yes
12	IT technical problems	Yes	N/a	Yes	Yes
13	File-received late(out-of-SAL)	Yes	N/a	Yes	N/a
14	PDF document composed (similar to Code 01)	N/a	N/a	Yes	Yes
15	eRegistered doc uploaded	N/a	N/a	Yes	N/a

36. ANNEXURE D

36.1 SCHEDULE 1 PRICING (EFFECTIVE 01 APRIL 2025 TO 31 MARCH 2026)

The following price is subject to percentage change annually as approved by ICASA

Description	Material	2025/2026 Rate (Incl VAT)	
REGULATED SERVICES			
HYDRID MAIL DOMESTIC MAIL DL	HMLDDL	R	6,75
HYDRID MAIL REGISTERED LETTER - DL	HMLRDL	R	47,10
ELECTRONIC SERVICES			
Encrypted e-Communication email		R	5,75
Encrypted e-Communication SMS		R	6,33
Encrypted e-Communication Whatsapp		R	8,05
e-Registered Communication email		R	14,38
e-Registered Communication SMS		R	14,95
e-Registered Communication Whatsapp		R	16,68
VALUE ADDED SERVICES			
Supply of A4 Paper	HMLSP	R	0,19
One Step Mailer	HMOS6	R	0,29
Laser Print Duplex Black & White	HMLPD5	R	0,43



Implementation of AARTO in the Western Cape:

Concerns Regarding Legislation and Practical Implementation

Date: 25 July 2025

Subject: Implementation of the Administrative Adjudication of Road Traffic Offences (AARTO) Act – Western Cape Pilot Phase

On 1 December 2025, the Swartland Municipality will officially participate as one of seven pilot sites in the Western Cape Province for the national rollout of the AARTO Act, promulgated by the President. This phase forms part of the national strategy to standardise and improve road traffic law enforcement and driver accountability through a centralised demerit point system.

While we acknowledge the importance of AARTO in enhancing road safety and administrative efficiency, there are pressing legal, financial and practical concerns regarding its implementation—particularly related to the involvement of the South African Post Office (SAPO), which has been placed under business rescue. The financial impact on Municipalities, legislative concerns regarding implementation is unsustainable and readiness of the RTIA is questionable.

1. Legal and Financial Governance Concerns

➤ Incompatibility with MFMA Requirements

The Local Government: Municipal Finance Management Act (MFMA), Act 56 of 2003, governs financial practices within municipalities. The MFMA does not directly reference "business rescue" but indirectly prohibits municipalities from engaging with entities that are financially distressed.

Specifically:

- Section 112(1) The supply chain management policy of a municipality or municipal entity must be fair, equitable, transparent, competitive and cost-effective and comply with a prescribed regulatory framework for municipal supply chain management, which must cover at least the following:
 - (l) the barring of persons from participating in tendering or other bidding processes, including persons-
 - (iii) whose tax matters are not cleared by South African Revenue Service

"the rejection of bids from persons whose tax matters are not in order or who have committed a corrupt or fraudulent act in competing for any contract."

Given that the South African Post Office is currently under **business rescue**, engaging them in the AARTO implementation process—particularly in a payment-before-service capacity—violates the principles of prudent financial management and the provisions of the MFMA. This situation could render the municipality non-compliant with both the Act and its own SCM policies.

➤ **Irregular Expenditure Risk**

Making upfront payments to SAPO for services not yet rendered (e.g., the mailing and administrative handling of infringement notices) further introduces the risk of **irregular expenditure**. This violates the core principle of competitive bidding, transparency and value-for-money in municipal financial management and exposes the municipality to audit queries, reputational damage, and potential liability.

2. Operational Concerns with AARTO Rollout

- **Notification and Delivery Issues:** SAPO is expected to play a critical role in the physical delivery of infringement notices and related documents of which infrastructure does not exist. Given its financial instability and history of unreliable service, there is a high risk of failed or delayed notifications, which undermines the fairness and effectiveness of the AARTO system.
- **Electronic service:** means service by electronic communication as defined in the Electronic Communications Act, 2005 (Act No. 36 of 2005) and as contemplated in section 19(4) of the and Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) **to be amended by adding--- proof of delivery--- to be in compliance.**
- **Cash account:** According to the SLA of SAPO Municipalities must ensure adequate funds in the SAPO account to enable continuous processing (mailing) of infringement notices. SAPO will not render services if the Municipality's account does not contain sufficient funds (to the value of the

services to be provided). **According to legislation Municipalities are not allowed to enter into cash accounts with service providers.**

- **Lack of Local Infrastructure Readiness:** Practical implementation at municipal level requires integrated systems, staff training, and community awareness. As one of seven pilot sites, the Western Cape must ensure alignment between the national AARTO directives and local administrative capacity. **No practical load testing or User Acceptance Testing (UAT) has been conducted by the RTIA to verify the system's ability to handle operational demands.**
- **Legal Uncertainty:** The reliance on SAPO under business rescue for core components of AARTO implementation creates **legal uncertainty** for municipalities, exposing them to potential challenges and risks regarding the legality of their enforcement processes.
- **Broader systemic risks:** Severe mismanagement at SAPO as highlighted by the recent (24/25) disclaimer audit opinion; SAPO's instability amplifies AARTO's vulnerabilities to fraud, maladministration, and low collection rates, with recurring allegations of mail non-delivery due to post office closures further eroding trust and participation.
- **Loss of income:** While Municipalities will bear the cost of resources, appointment of service providers and issuing notices - up to 50% of traffic fines revenue is redirected from municipalities to the Road Traffic Infringement Authority (RTIA), seemingly with no clear timelines or guarantee in terms of reimbursement.

3. Conclusion and Recommendation

While the objectives of the AARTO system are commendable, the inclusion of SAPO—a financially distressed entity—in the execution of critical AARTO functions presents significant concerns regarding compliance, budget planning, continuity of service and sound governance.

We recommend:

- **Immediate legal review** of all contractual obligations with SAPO under AARTO in light of the MFMA;
- **Suspension of any upfront payments** to SAPO until service delivery guarantees and legal compliance are assured; and no SLA to be signed with SAPO by Municipalities.

- **Engagement with the Road Traffic Management Cooperation (RTMC) and the Road Traffic Infringement Agency (RTIA) for clarification to accommodate municipal finance regulations.**
- **Commencement of AARTO on 1 December 2025 is a huge challenge as Municipalities is already in their budget cycle: No budget for AARTO/SAPO for current financial year.**

These measures will help to ensure that the Western Cape's involvement in the AARTO pilot phase is legally compliant, financially sustainable, and aligned with the overarching objectives of effective and accountable governance.



Verslag ♦ Ingxelo ♦ Report

Office of the Municipal Manager
8 October 2025

2/1/4/5
WARDS: All wards

ITEM 7.2 OF THE AGENDA OF AN EXECUTIVE MAYORAL COMMITTEE MEETING TO BE HELD ON 16 OCTOBER 2025

ONDERWERP: KWARTAAL 1 EKONOMIESE ONTWIKKELINGSVERSLAG

SUBJECT: QUARTER 1 ECONOMIC DEVELOPMENT REPORT

1. BACKGROUND AND DISCUSSION

The purpose of this report is to provide the Executive Mayoral Committee with an overview of key economic development activities and performance trends for the first quarter of the 2025/26 financial year. The report highlights progress made in implementing the Municipality's Economic Development Plan, including initiatives aimed at supporting small enterprises, promoting investment readiness, and facilitating strategic infrastructure projects.

The first quarter focused on establishing an internal Swarthland LED Forum with all role-players in the municipality, advancing implementation of catalytic projects and related housing developments, and promoting local economic resilience through enterprise development and skills initiatives. Economic indicators and business sentiment data collected during this period provide valuable insight into the current economic climate and emerging opportunities within the Swarthland region.

This report serves to inform the Executive Mayoral Committee of progress, challenges, and planned interventions to strengthen local economic development and sustain inclusive growth across the municipal area. Appended hereto as **ANNEXURE A** is the Municipality's Economic Development Report for Quarter 1, i.e. for the period 1 July until 30 September 2025.

2. LEGISLATION

Section 152 of the Constitution (1996): This section identifies the objects of local government, including "to promote social and economic development".

Section 153(a) of the Constitution requires municipalities, in managing their administration, budgeting, and planning, to give priority to basic needs of communities and to promote the social and economic development of the community.

3. LINK TO THE IDP

This plan links to Chapter Four - Goal 2 (Economic Transformation).

4. FINANCIAL IMPLICATION

None

5. AANBEVELING

5.1 Dat kennis geneem word van die Ekonomiese Ontwikkelingsverslag vir Kwartaal 1 (periode 1 Julie tot 30 September 2025);

5.2 Dat 'n raadslid aangewys word om op die Plaaslike Ekonomiese Ontwikkelingsforum te dien.

RECOMMENDATION/...

5. RECOMMENDATION

- 5.1 That cognisance be taken of the Economic Development Report for Quarter 1 (period 1 July to 30 September 2025);
- 5.2 That a councillor be nominated to serve on the Local Economic Development Forum.

(get) J J Scholtz

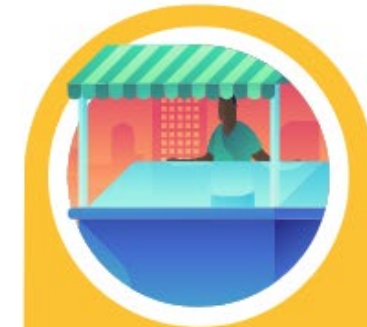
MUNICIPAL MANAGER

Quarter 1 - September 2025 LED Report



Table of Contents

Quarter 1: Performance at a Glance	03
Key domestic and global developments that influence local economic development	04
Swartland LED Forum	05
Mine Contributions	07
Tourism	08
SMMEs	11
Small Town Regeneration	12
Current Swartland Opportunities	13



Quarter 1: Performance at a Glance

Internal LED Forum
established

15 Sept 25

SMME Indaba

Annually

Grade 1 Education Boards

**19 Schools
1432 Learners**

Adopted on 15 Sep 25

LED TOR

Swartland Junction

Approved

Provincial LED Forum Revived

18 Sep 25

Building Plans <500m²)

**340 plans
within average
9.7 days**

Building Plans >500m²)

**15 plans within
average 13 days**

Minister Deidré Baartman
announced the PERO on 30
September 2025

PERO Released

Key domestic and global developments that influence local economic development

The following section highlights key developments that could influence local economic growth in the Swartland:

Modest Economic Growth: Recent indicators suggest an improvement in South Africa's economy, with growth observed across various sectors, including manufacturing, mining, and trade. Increased consumer spending reflects better disposable incomes, although lower-income households remain particularly vulnerable due to rising costs in essential areas such as food, utilities, transport, and fuel. The decision to reverse a previously planned VAT increase, set for implementation in 2025, has been met with approval, particularly among low-income households who are most affected by such changes.

Inflation and Cost of Living Pressures: Inflation continues to pose challenges globally, with significant increases in food, fuel, and other administered prices. Even as headline inflation rates have shown some signs of abating, core costs related to food, transport, and energy remain pressing issues for economically disadvantaged households.

Key Developments and Challenges: There is a potential extension of AGOA for another two years, which is currently set to expire on 30 September 2025. Optimism surrounds the possibility that African countries might continue to enjoy tariff-free trade, which would particularly benefit sectors such as the automotive industry, as well as exports of wine, citrus, and nuts.

About Swartland LED Forum

The newly established Local Economic Development (LED) Forum in Swartland is intended as a collaborative platform bringing together municipal officials from different directorates. Its aim is to foster inclusive growth, align investment initiatives with local priorities, and enhance support for small enterprises and entrepreneurship in the region. Through structured dialogue, joint planning, and monitoring of economic interventions, the Forum seeks to ensure that new developments and projects respond to ground-level needs and contribute to resilience, job creation and shared prosperity across Swartland. The first meeting of the forum was held on 15 September 2025 where a TOR was adopted.



11

Towns which the forum will be representing



148 331

Population



5

Members



TOR

Adopted by the Forum



Current members of the LED Forum

These are the current members of the LED Forum, however during the first meeting the TOR was amended to include representatives of the Electrical and Civil Engineering Departments as well as a representative of the Council responsible for local economic development



Olivia Fransman

Senior Manager: Strategic
Services
Chairperson of forum



Joggie Scholtz

Municipal Manager



Madelaine Terblanche

Director Corporate Services
(Tourism)



Alwyn Zaayman

Senior Manager: Development
Management
(Investment)



Hillary Balie

Manager Community
Development
(SMMEs)



Liezl Wales

IDP/LED Officer
(Secretariat)

Tourism

Tourism is the most important role player in the continuing economic success and development of the Swartland region and makes a significant contribution to the economic and social vitality of the region. The region encompasses the Swartland towns of Abbotsdale, Chatsworth, Darling, Kalbaskraal, Koringberg, Malmesbury, Moorreesburg, Riebeek Kasteel, Riebeek West, Riverlands and Yzerfontein.



SKÅL International Workshop, 24 July 25

Swartland Tourism had the opportunity to exhibit at the SKÅL International showcase.



QR Boards in Moorreesburg, Koringberg and Malmesbury

Visitors to Moorreesburg and Koringberg can now access tourism information, historical narratives and hidden gems with a simple QR scan.



Swartland Olive Festival

Held succesfully on 27 & 28 Sept 2025



Lottoland Red 'n Dorpie

The 22nd and 29th saw screenings of Lottoland Red 'n Dorpie, proudly featuring the winning town's transformation in the beautification competition.



Park Close Garden

The Park Close Garden in Darling came alive on 19 July, as residents and the local Scouts pulled together



Building Business & Connection in Moorreesburg, 25 July

The Moorreesburg Business Chamber hosted a successful and wellattended members' evening at the scenic Moorreesburg Golf Club.

Tourism – Future Events

Yzerfontein

iNaturalist – Flora and Fauna for Beginners

23 August, 9:45am
!Khwa ttu on the R27

Annual Open Galjoen Derby

23 August
Yzerfontein Harbour

Paint & Sip with Yzer Art Route

27 August, 5:30 – 7:30pm
Grounded, Yzerfontein

Yzerfontein Oyster Festival

30 August, 10am – 6pm
Strandkombuis, Yzerfontein

Heritage Day Festival

24 September
!Khwa ttu on the R27

Stone Age Foraging

27 September, 10am – 1pm
!Khwa ttu on the R27

Darling

Darling Music Experience – Opera in Darling

16 August 2025, 16:00
Presbyterian Church, 32 Pastorie Street, Darling

Evita@89 – Theatre at Evita se Perron

Saturday 16 & 23 August 2025 at 12:00
08 Arcadia Street, Darling

Tannie Evita Praat Kaktus

17 & 24 August 2025 at 12:00
08 Arcadia Street, Darling

Living Colour Parkrun (Darling)

Every Saturday at 08:00 during August to October
Wolwefontein Farm, Darling

DB Trail Wildflower Dash (Darling)

Saturday 30 August – Darling Brew Adventure
48 Caledon Street, Darling

Darling Wildflower Show

19–21 September 2025
Jacaranda Street, Darling

Darling Voorkamerfest (Voorkamer Festival)

18–19 October 2025
48 Caledon Street, Darling

Tourism - Future Events

Riebeek Valley

A Tale of Two Cities

22 August
Short Street, Riebeek Kasteel

Me! die Storieverteller

29 August, 19:00
Delsma Farm, Riebeek Kasteel

NGK Lentefees

30 August, 06:30 - 14:00
Hoofstraat, Riebeek Kasteel

MTB & Trail Run

30 August
Riebeek Kasteel Primary School

Swartland Olive Festival

27 and 28 September 2025
The Town Square, Riebeek Kasteel

Solo Studios

24 - 26 October 2025
Riebeek Kasteel and Riebeek West

Moorreesburg & Koringberg

Village Party (Village People)

16 August, 19:00
1 Main Road, Koringberg

Swartland Skou

3-6 September, 08:00 - 17:00
Moorreesburg Show Grounds

Malmesbury

Malmesbury Sakekamer: Hats & Heels

19 August, 07:45 - 09:30 (Chamber Womens Day)
Malmesbury Town Hall

Café Myrtledene: Huiskonsert

28 August, 19:00
Myrtledene Road, Malmesbury

SMMEs

Small, Medium and Micro Enterprises (SMMEs) play a vital role in the Swartland economy by driving local job creation, skills development, and innovation. The Municipality recognises both the opportunities and challenges facing SMMEs, including access to suitable land, ownership clarity, and security concerns — as seen with projects like the RSEP containers in Darling. Through the Local Economic Development Forum, Swartland continues to support SMMEs by creating platforms for engagement, linking them to opportunities such as business breakfasts and investment forums, and exploring new ways to strengthen entrepreneurship and community resilience



SMME Database
Swartland



Containers in Darling
Facing challenges

Small Town Regeneration

The period from July to September 2025 represented a pivotal moment for the Moorreesburg STR initiative. During this time, essential foundations related to leadership, governance, and ownership were laid, highlighting the critical role of collaboration and community-centred action.

In the upcoming quarter, efforts will be directed toward consolidating these achievements, with a focus on formalising the STR NPO and advancing the implementation of a revised, realistic, and inclusive work plan. The ultimate goal of the Moorreesburg STR initiative is to cultivate the institutional and social capital necessary for driving sustainable regeneration and fostering systemic change.



Current Swartland Opportunities

Malmesbury

- Swartland Junction - Already approved
- Industrial erven
- Vacant residential opportunities
- Other use erven in De Hoop
- Double dwelling/Second dwellings
- De Hoop Development

Moorreesburg

- RDP development
- Subdivisions - densification
- Double dwelling/Second dwellings

Yzerfontein

- New Shopping Centre
- Double dwellings
- Strengthen existing activity corridors
- Residential infill
- Light industry erven

Darling

- Darling Green Utility
- RDP Phase 1
- Subdivisions - densification

Current Swartland Opportunities

Riebeek Kasteel

- Residential/Commercial development Erf 2111 - already approved
- Subdivision - densification
- New clinic

Koringberg

- Subdivision - densification

Abbotsdale

- Subdivision - densification

Riverlands

- New cemetery

Rural

- PPC Plant Expansion
- New Petroport - N7
- E V Port on N7/Atlantis

Riebeek Wes

- Allesverloren residential development
- Subdivisions

Ongegund

- Subdivision - densification

Kalbaskraal

- Social Economic Facility



AAVerslag ♦ Ingxelo ♦ Report

Office of the Municipal Manager
2025-10-15

8/1/B/1
WARD: All wards

ITEM 7.3 OF THE AGENDA OF AN EXECUTIVE MAYORAL COMMITTEE MEETING TO BE HELD ON 16 OCTOBER 2025

SUBJECT: QUARTERLY REPORT ON THE PERFORMANCE OF CONTRACTORS
ONDERWERP: KWARTAALVERSLAG OOR DIE PRESTASIE VAN KONTRAKTEURS

1. BACKGROUND

Section 116(2) of the Municipal Finance Management Act, Act 56 of 2003 stipulates the following:

(2) *The accounting officer of a municipality must -*

- (a) *take all reasonable steps to ensure that a contract or agreement procured through the supply chain management policy of the municipality is properly enforced;*
- (b) *monitor on a monthly basis the performance of the contractor under the contract or agreement;*
- (c) *establish capacity in the administration of the municipality -*
 - (i) *to assist the accounting officer in carrying out the duties set out in paragraphs (a) and (b); and*
 - (ii) *to oversee the day-to-day management of the contract or agreement; and*
- (d) *regularly report to the council of the municipality, on the management of the contract or agreement and the performance of the contractor*

The performance of contractors is quarterly monitored on the Collab and Eunomia system.

This report is done in compliance with Section 116(2)(d) above.

2. DISCUSSION

All contracts or agreements procured through the supply chain management policy of the Municipality are monitored on a quarterly basis. At the monthly performance assessment meetings, the directors then report to the Municipal Manager on the performance of contractors through the Eunomia compliance system. Problems occurred (if any) are discussed here with possible interventions where necessary.

The performance of contractor's report for the first quarter (July – September 2025) is attached as **Annexure 1**.

3. LEGISLATION

The following act is applicable: Municipal Finance Management Act 56 of 2003

4. LINK TO THE IDP

Not applicable

5. FINANCIAL IMPLICATION

None

6. AANBEVELING / RECOMMENDATION

- (a) dat kennis geneem word van hierdie verslag.
- (a) *That this report be noted.*

(get) J J Scholtz
MUNICIPAL MANAGER

Assessments Per Supplier

This report will display Assessments Per Supplier

Object Reference	Supplier Name	Date Assessed	Responsible Person	Tender Number	Resolution Description	Assessment Month	Delivery Score	Status
13397005	TELKOM SA	2025/08/25	PIENAARJ	RT15-2021	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 26 March 2025: RT15-2021 Transversal Tender: Supply and delivery of mobile communication services to the state for the period 1 April 2021 to 31 March 2026	August	2 - Delivery On Standard	On Schedule
13354909	TELKOM SA	2025/07/25	PIENAARJ	RT15-2021	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 26 March 2025: RT15-2021 Transversal Tender: Supply and delivery of mobile communication services to the state for the period 1 April 2021 to 31 March 2026	July	2 - Delivery On Standard	On Schedule
13443313	TELKOM SA	2025/09/26	PIENAARJ	RT15-2021	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 26 March 2025: RT15-2021 Transversal Tender: Supply and delivery of mobile communication services to the state for the period 1 April 2021 to 31 March 2026	September	2 - Delivery On Standard	On Schedule
13443337	ISUZU MOTORS SOUTH AFRICA	2025/09/25	BENEKEA	RT57-2019	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 22 September 2025: RT57-2019 Transversal Tender: Supply and delivery of sport utility vehicle	September		On Schedule
13396992	LANDFILL CONSULT	2025/08/25	MARAISP	T06/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 8 May 2024: Transport of containerised municipal solid waste from Riebeeck West Solid Waste Drop-off for a contract period ending 30 June 2027	August	2 - Delivery On Standard	On Schedule
13354896	LANDFILL CONSULT	2025/07/25	MARAISP	T06/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 8 May 2024: Transport of containerised municipal solid waste from Riebeeck West Solid Waste Drop-off for a contract period ending 30 June 2027	July	2 - Delivery On Standard	On Schedule
13443300	LANDFILL CONSULT	2025/09/25	MARAISP	T06/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 8 May 2024: Transport of containerised municipal solid waste from Riebeeck West Solid Waste Drop-off for a contract period ending 30 June 2027	September	2 - Delivery On Standard	On Schedule
13396990	WASTEWANT WASTE MANAGEMENT	2025/08/25	MARAISP	T07/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee Meeting held on 18 March 2024: Community based collection of general solid waste at Chatsworth, Riverlands and Kalbaskraal for the period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13354894	WASTEWANT WASTE MANAGEMENT	2025/07/25	MARAISP	T07/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee Meeting held on 18 March 2024: Community based collection of general solid waste at Chatsworth, Riverlands and Kalbaskraal for the period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule
13443298	WASTEWANT WASTE MANAGEMENT	2025/09/25	MARAISP	T07/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee Meeting held on 18 March 2024: Community based collection of general solid waste at Chatsworth, Riverlands and Kalbaskraal for the period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13396986	CLAREMART AUCTIONEERS	2025/08/25	TERBLANCHEM	T09/23/24	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 27 September 2023: Appointment of Auctioneer for the period ending 30 June 2026	August		On Schedule
13354890	CLAREMART AUCTIONEERS	2025/07/25	TERBLANCHEM	T09/23/24	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 27 September 2023: Appointment of Auctioneer for the period ending 30 June 2026	July		On Schedule
13443294	CLAREMART AUCTIONEERS	2025/09/25	TERBLANCHEM	T09/23/24	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 27 September 2023: Appointment of Auctioneer for the period ending 30 June 2026	September		On Schedule
13397001	C K RUMBOLL EN VENNOOTSKAP	2025/08/25	ZAAYMANA	T09/24/25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 14 October 2024: Appointment of Professional Land Surveyors and Registered Professional Town- and Regional Planners Panel for Swartland Municipality ending 30 June 2027	August	2 - Delivery On Standard	On Schedule
13397002	ZUTARI	2025/08/25	ZAAYMANA	T09/24/25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 14 October 2024: Appointment of Professional Land Surveyors and Registered Professional Town- and Regional Planners Panel for Swartland Municipality ending 30 June 2027	August	2 - Delivery On Standard	On Schedule
13354905	C K RUMBOLL EN VENNOOTSKAP	2025/07/25	ZAAYMANA	T09/24/25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 14 October 2024: Appointment of Professional Land Surveyors and Registered Professional Town- and Regional Planners Panel for Swartland Municipality ending 30 June 2027	July	2 - Delivery On Standard	On Schedule
13354906	ZUTARI	2025/07/25	ZAAYMANA	T09/24/25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 14 October 2024: Appointment of Professional Land Surveyors and Registered Professional Town- and Regional Planners Panel for Swartland Municipality ending 30 June 2027	July		On Schedule
13443309	C K RUMBOLL EN VENNOOTSKAP	2025/09/25	ZAAYMANA	T09/24/25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 14 October 2024: Appointment of Professional Land Surveyors and Registered Professional Town- and Regional Planners Panel for Swartland Municipality ending 30 June 2027	September	2 - Delivery On Standard	On Schedule

Object Reference	Supplier Name	Date Assessed	Responsible Person	Tender Number	Resolution Description	Assessment Month	Delivery Score	Status
13443310	ZUTARI	2025/09/25	ZAAYMANA	T09/24/25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 14 October 2024: Appointment of Professional Land Surveyors and Registered Professional Town- and Regional Planners Panel for Swartland Municipality ending 30 June 2027	September		On Schedule
13397003	SIPHAKAME SKILLS DEVELOPMENT	2025/08/31	APRILG	T11/24/25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 27 November 2024: Provision of Adult Education and Training for Swartland Municipality for the period ending 31 December 2026	August	2 - Delivery On Standard	On Schedule
13354907	SIPHAKAME SKILLS DEVELOPMENT	2025/07/28	APRILG	T11/24/25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 27 November 2024: Provision of Adult Education and Training for Swartland Municipality for the period ending 31 December 2026	July	2 - Delivery On Standard	On Schedule
13443311	SIPHAKAME SKILLS DEVELOPMENT	2025/09/26	APRILG	T11/24/25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 27 November 2024: Provision of Adult Education and Training for Swartland Municipality for the period ending 31 December 2026	September	2 - Delivery On Standard	On Schedule
13397006	JVZ CONSTRUCTION	2025/08/27	DEJAGERE	T13.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 31 March 2025: Construction of the New Cell 3A at the Highlands Landfill Site: Civil and Lining Works	August	2 - Delivery On Standard	On Schedule
13354910	JVZ CONSTRUCTION	2025/08/08	DEJAGERE	T13.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 31 March 2025: Construction of the New Cell 3A at the Highlands Landfill Site: Civil and Lining Works	July	2 - Delivery On Standard	On Schedule
13397004	BASELINE CIVIL CONTRACTORS	2025/08/29	SPIESJ	T14.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 13 January 2025: Construction of Roads in various town in the Swartland municipal area	August	2 - Delivery On Standard	On Schedule
13354908	BASELINE CIVIL CONTRACTORS	2025/07/29	SPIESJ	T14.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 13 January 2025: Construction of Roads in various town in the Swartland municipal area	July	2 - Delivery On Standard	On Schedule
13443312	BASELINE CIVIL CONTRACTORS	2025/09/30	SPIESJ	T14.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 13 January 2025: Construction of Roads in various town in the Swartland municipal area	September	2 - Delivery On Standard	On Schedule
13396987	BH VENTURES	2025/08/27	VISAGIES	T14/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 10 October 2023: Appointment of Health and Safety Agent for the period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
11810422	BH VENTURES	2025/07/29	VISAGIES	T14/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 10 October 2023: Appointment of Health and Safety Agent for the period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13354891	BH VENTURES	2025/07/29	VISAGIES	T14/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 10 October 2023: Appointment of Health and Safety Agent for the period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13443295	BH VENTURES	2025/09/30	VISAGIES	T14/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 10 October 2023: Appointment of Health and Safety Agent for the period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13404242	Pay At Services (Pty) Ltd	2025/08/31	PRESTONS	T15/22/23	Item 4.6 of the minutes of a Bid Adjudication Committee meeting held on 14 November 2022: Bill payment receipting services for Swartland municipality for the period ending 30 June 2025	August	2 - Delivery On Standard	Completed
13404241	Pay At Services (Pty) Ltd	2025/07/31	PRESTONS	T15/22/23	Item 4.6 of the minutes of a Bid Adjudication Committee meeting held on 14 November 2022: Bill payment receipting services for Swartland municipality for the period ending 30 June 2025	July	2 - Delivery On Standard	On Schedule
13397021	ASLA KONSTRUKSIE	2025/08/29	SPIESJ	T22.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 29 May 2025: Construction of Top Structures in Malmesbury, Moorreesburg and Darling (IRDP) for the period up to 30 June 2027	August	2 - Delivery On Standard	On Schedule
13443329	ASLA KONSTRUKSIE	2025/09/30	SPIESJ	T22.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 29 May 2025: Construction of Top Structures in Malmesbury, Moorreesburg and Darling (IRDP) for the period up to 30 June 2027	September	2 - Delivery On Standard	On Schedule
13396988	Zutari	2025/08/29	SPIESJ	T23/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Provision of Professional Civil and Electrical Engineering Services for various projects	August	2 - Delivery On Standard	On Schedule
13354892	Zutari	2025/07/29	SPIESJ	T23/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Provision of Professional Civil and Electrical Engineering Services for various projects	July	2 - Delivery On Standard	On Schedule
13443296	Zutari	2025/09/30	SPIESJ	T23/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Provision of Professional Civil and Electrical Engineering Services for various projects	September	2 - Delivery On Standard	On Schedule

Object Reference	Supplier Name	Date Assessed	Responsible Person	Tender Number	Resolution Description	Assessment Month	Delivery Score	Status
13397013	TSHAYELA PROJECTS	2025/08/25	MARAISP	T25.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2025: Sweeping of streets and cleansing services for the period ending 30 June 2028	August	2 - Delivery On Standard	On Schedule
13354917	TSHAYELA PROJECTS	2025/07/25	MARAISP	T25.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2025: Sweeping of streets and cleansing services for the period ending 30 June 2028	July	2 - Delivery On Standard	On Schedule
13443321	TSHAYELA PROJECTS	2025/09/25	MARAISP	T25.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2025: Sweeping of streets and cleansing services for the period ending 30 June 2028	September	2 - Delivery On Standard	On Schedule
13354919	VE RETICULATION	2025/07/29	SWANEPOELM	T26.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 23 June 2025: Moorreesburg BNG Housing Development: Electrical Bulk Supply, LV Infrastructure and Housing Connections	July	2 - Delivery On Standard	On Schedule
13443328	AMANDLAGCF CONSTRUCTION	2025/09/30	SPIESJ	T27.24.25	Item 4.4 of the minutes of a Bid Adjudication Committee meeting held on 23 June 2025: Construction of Roads in the Swartland municipal area for the period ending 30 June 2027	September	2 - Delivery On Standard	On Schedule
13397010	DOGS AND ALL	2025/08/19	STEYNR	T29.24.25	Item 4.6 of the minutes of a Bid Adjudication Committee meeting held on 23 June 2025: The leasing of nine (9) narcotic dogs for the K9 Unit of Swartland Traffic and Law Enforcement Services for the period 1 July 2025 to 30 June 2028	August	2 - Delivery On Standard	On Schedule
13354914	DOGS AND ALL	2025/09/25	STEYNR	T29.24.25	Item 4.6 of the minutes of a Bid Adjudication Committee meeting held on 23 June 2025: The leasing of nine (9) narcotic dogs for the K9 Unit of Swartland Traffic and Law Enforcement Services for the period 1 July 2025 to 30 June 2028	August	2 - Delivery On Standard	On Schedule
13403939	RISCFREE DOT COM	2025/08/31	PRESTONS	T29/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 20 April 2023: Provision of a web-based system Indigent Management and Income Verification for the period ending 30 June 2025	August	2 - Delivery On Standard	Completed
13403935	RISCFREE DOT COM	2025/07/31	PRESTONS	T29/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 20 April 2023: Provision of a web-based system Indigent Management and Income Verification for the period ending 30 June 2025	July	2 - Delivery On Standard	On Schedule
13397023	WASTEWANT WASTE MANAGEMENT	2025/09/01	WILLIAMSF	T30.24.25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 23 June 2025: Rendering of Cleansing Services at Malmesbury Head Offices and other municipal buildings for the period 01 July 2025 to 30 June 2028	September	1 - Delivery Unacceptable	On Schedule
13443325	RISCFREE DOT COM	2025/09/25	MIGGELN	T31.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 23 July 2025: The provision of a Web-based Indigent Management and Income Vetting System for the period ending 30 June 2028	August	2 - Delivery On Standard	On Schedule
13397017	RISCFREE DOT COM	2025/08/26	MIGGELN	T31.24.25	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 23 July 2025: The provision of a Web-based Indigent Management and Income Vetting System for the period ending 30 June 2028	July	2 - Delivery On Standard	On Schedule
13396999	EXEO KHOKELA CIVIL ENGINEERING CONSTRUCTION	2025/08/29	SPIESJ	T31/23/24	Item 4.7 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Construction of Civil Engineering Services for the Development of Low Cost Housing erven in Malmesbury and Moorreesburg	August	2 - Delivery On Standard	On Schedule
13354903	EXEO KHOKELA CIVIL ENGINEERING CONSTRUCTION	2025/07/29	SPIESJ	T31/23/24	Item 4.7 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Construction of Civil Engineering Services for the Development of Low Cost Housing erven in Malmesbury and Moorreesburg	July	2 - Delivery On Standard	On Schedule
13443307	EXEO KHOKELA CIVIL ENGINEERING CONSTRUCTION	2025/09/30	SPIESJ	T31/23/24	Item 4.7 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Construction of Civil Engineering Services for the Development of Low Cost Housing erven in Malmesbury and Moorreesburg	September	2 - Delivery On Standard	On Schedule
13396998	IDI TECHNOLOGY SOLUTIONS	2025/08/26	ERASMUSJ	T33/23/24	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Procurement of an Integrated Internal Audit and Enterprise Risk Management Software Solution for the period 1 July 2024 to 30 June 2027	August	2 - Delivery On Standard	On Schedule
13354902	IDI TECHNOLOGY SOLUTIONS	2025/07/29	ERASMUSJ	T33/23/24	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Procurement of an Integrated Internal Audit and Enterprise Risk Management Software Solution for the period 1 July 2024 to 30 June 2027	July	2 - Delivery On Standard	On Schedule
13443306	IDI TECHNOLOGY SOLUTIONS	2025/09/25	ERASMUSJ	T33/23/24	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Procurement of an Integrated Internal Audit and Enterprise Risk Management Software Solution for the period 1 July 2024 to 30 June 2027	September	2 - Delivery On Standard	On Schedule
13396974	THE STANDARD BANK OF SOUTH AFRICA	2025/08/25	DREYDENM	T35/21/22	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 28 April 2022: Rendering of Banking Services for the period 1 July 2022 to 30 June 2027 (including cash-in transit)	August	2 - Delivery On Standard	On Schedule
13354878	THE STANDARD BANK OF SOUTH AFRICA	2025/07/25	DREYDENM	T35/21/22	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 28 April 2022: Rendering of Banking Services for the period 1 July 2022 to 30 June 2027 (including cash-in transit)	July	2 - Delivery On Standard	On Schedule

Object Reference	Supplier Name	Date Assessed	Responsible Person	Tender Number	Resolution Description	Assessment Month	Delivery Score	Status
13396997	TMT SERVICES AND SUPPLIES	2025/08/22	STEYNR	T35/23/24	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 3 July 2024: The Supply, Delivery and the Administrative Support Services of a Fine Collection System and Camera Equipment with the related operational support for the period 1 July 2	August	2 - Delivery On Standard	On Schedule
13354901	TMT SERVICES AND SUPPLIES	2025/07/18	STEYNR	T35/23/24	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 3 July 2024: The Supply, Delivery and the Administrative Support Services of a Fine Collection System and Camera Equipment with the related operational support for the period 1 July 2	July	2 - Delivery On Standard	On Schedule
13443305	TMT SERVICES AND SUPPLIES	2025/09/22	STEYNR	T35/23/24	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 3 July 2024: The Supply, Delivery and the Administrative Support Services of a Fine Collection System and Camera Equipment with the related operational support for the period 1 July 2	September	2 - Delivery On Standard	On Schedule
13396996	EWC VEHICLE COMMUNICATION	2025/08/31	BENEKEA	T36/23/24	Item 4.1 of the minutes of a Bid Adjudication committee meeting held on 13 June 2024: Installation of a driver and vehicle monitoring system incorporating vehicle recovery to the Municipality's fleet of vehicles for the period 1 July 2024 to 30 June 2027	August	2 - Delivery On Standard	On Schedule
13354900	EWC VEHICLE COMMUNICATION	2025/07/31	BENEKEA	T36/23/24	Item 4.1 of the minutes of a Bid Adjudication committee meeting held on 13 June 2024: Installation of a driver and vehicle monitoring system incorporating vehicle recovery to the Municipality's fleet of vehicles for the period 1 July 2024 to 30 June 2027	July	2 - Delivery On Standard	On Schedule
13443304	EWC VEHICLE COMMUNICATION	2025/09/25	BENEKEA	T36/23/24	Item 4.1 of the minutes of a Bid Adjudication committee meeting held on 13 June 2024: Installation of a driver and vehicle monitoring system incorporating vehicle recovery to the Municipality's fleet of vehicles for the period 1 July 2024 to 30 June 2027	September	2 - Delivery On Standard	On Schedule
13397016	APT-SA DESIGN AND BRANDING	2025/08/29	HAASBROEKM	T37.24.25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2025: Provision of Graphic Design Services to Swartland Municipality for the period ending 30 June 2028	August	2 - Delivery On Standard	On Schedule
13443324	APT-SA DESIGN AND BRANDING	2025/09/26	HAASBROEKM	T37.24.25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2025: Provision of Graphic Design Services to Swartland Municipality for the period ending 30 June 2028	September	2 - Delivery On Standard	On Schedule
13354920	APT-SA DESIGN AND BRANDING	2025/08/01	HAASBROEKM	T37.24.25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2025: Provision of Graphic Design Services to Swartland Municipality for the period ending 30 June 2028	September		On Schedule
13396995	SILVER LAKE TRADING 305	2025/08/31	BENEKEA	T37/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2024: Management of Short Term Insurance Portfolio of the Municipality for the period 1 July 2024 to 30 June 2027	August	2 - Delivery On Standard	On Schedule
13354899	SILVER LAKE TRADING 305	2025/07/31	BENEKEA	T37/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2024: Management of Short Term Insurance Portfolio of the Municipality for the period 1 July 2024 to 30 June 2027	July	2 - Delivery On Standard	On Schedule
13443303	SILVER LAKE TRADING 305	2025/09/25	BENEKEA	T37/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2024: Management of Short Term Insurance Portfolio of the Municipality for the period 1 July 2024 to 30 June 2027	September	2 - Delivery On Standard	On Schedule
13397269	EDWIN CHARLES GENADE	2025/08/26	SKIPPERSM	T38/22/23	Item 4.4 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: The Management and Control of the Yzerfontein Harbour, Slipway and Fish Market for the contract period 1 July 2023 to 30 June 2026	August	2 - Delivery On Standard	On Schedule
13355119	EDWIN CHARLES GENADE	2025/07/30	SKIPPERSM	T38/22/23	Item 4.4 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: The Management and Control of the Yzerfontein Harbour, Slipway and Fish Market for the contract period 1 July 2023 to 30 June 2026	July	2 - Delivery On Standard	On Schedule
13444020	EDWIN CHARLES GENADE	2025/09/26	SKIPPERSM	T38/22/23	Item 4.4 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: The Management and Control of the Yzerfontein Harbour, Slipway and Fish Market for the contract period 1 July 2023 to 30 June 2026	September	2 - Delivery On Standard	On Schedule
13397011	VERSO BENEFITS ADMINISTRATOR	2025/09/01	DEJONGHS	T39.24.25	Item 4.4 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2025: Underwriting of the Municipality's Group Life Insurance Portfolio for multiple years	August	2 - Delivery On Standard	On Schedule
13354915	VERSO BENEFITS ADMINISTRATOR	2025/08/01	DEJONGHS	T39.24.25	Item 4.4 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2025: Underwriting of the Municipality's Group Life Insurance Portfolio for multiple years	July	2 - Delivery On Standard	On Schedule
13396977	WORLD FOCUS 1322	2025/08/26	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2023: Rendering of Security Services in Malmesbury and Yzerfontein for the period 1 July 2023 to 30 June 2026	August	2 - Delivery On Standard	On Schedule
13396977	WORLD FOCUS 1322	2025/08/26	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 15 June 2023: Rendering of Security Services in Yzerfontein for the period 1 July 2023 to 30 June 2026	August	2 - Delivery On Standard	On Schedule

Object Reference	Supplier Name	Date Assessed	Responsible Person	Tender Number	Resolution Description	Assessment Month	Delivery Score	Status
13396978	REDLIGHT SECURITY	2025/08/26	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2023: Rendering of Security Services in Malmesbury and Yzerfontein for the period 1 July 2023 to 30 June 2026	August	2 - Delivery On Standard	On Schedule
13396978	REDLIGHT SECURITY	2025/08/26	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 15 June 2023: Rendering of Security Services in Yzerfontein for the period 1 July 2023 to 30 June 2026	August	2 - Delivery On Standard	On Schedule
13354881	WORLD FOCUS 1322	2025/07/30	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2023: Rendering of Security Services in Malmesbury and Yzerfontein for the period 1 July 2023 to 30 June 2026	July	2 - Delivery On Standard	On Schedule
13354881	WORLD FOCUS 1322	2025/07/30	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 15 June 2023: Rendering of Security Services in Yzerfontein for the period 1 July 2023 to 30 June 2026	July	2 - Delivery On Standard	On Schedule
13354882	REDLIGHT SECURITY	2025/07/30	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2023: Rendering of Security Services in Malmesbury and Yzerfontein for the period 1 July 2023 to 30 June 2026	July	2 - Delivery On Standard	On Schedule
13354882	REDLIGHT SECURITY	2025/07/30	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 15 June 2023: Rendering of Security Services in Yzerfontein for the period 1 July 2023 to 30 June 2026	July	2 - Delivery On Standard	On Schedule
13443285	WORLD FOCUS 1322	2025/09/25	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2023: Rendering of Security Services in Malmesbury and Yzerfontein for the period 1 July 2023 to 30 June 2026	September	2 - Delivery On Standard	On Schedule
13443285	WORLD FOCUS 1322	2025/09/25	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 15 June 2023: Rendering of Security Services in Yzerfontein for the period 1 July 2023 to 30 June 2026	September	2 - Delivery On Standard	On Schedule
13443286	REDLIGHT SECURITY	2025/09/26	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 13 June 2023: Rendering of Security Services in Malmesbury and Yzerfontein for the period 1 July 2023 to 30 June 2026	September	2 - Delivery On Standard	On Schedule
13443286	REDLIGHT SECURITY	2025/09/26	SKIPPERSM	T39/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 15 June 2023: Rendering of Security Services in Yzerfontein for the period 1 July 2023 to 30 June 2026	September	2 - Delivery On Standard	On Schedule
13396962	TMT SERVICES AND SUPPLIES	2025/08/22	SOLOMONSC	T40/18/19	Item 4.4 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2019: The supply, delivery and the administrative support services of a fine collection system and camera equipment with the related operational support for the period 1 July 2	August	2 - Delivery On Standard	On Schedule
11838156	TMT SERVICES AND SUPPLIES	2025/07/30	SOLOMONSC	T40/18/19	Item 4.4 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2019: The supply, delivery and the administrative support services of a fine collection system and camera equipment with the related operational support for the period 1 July 2	July	2 - Delivery On Standard	On Schedule
13354866	TMT SERVICES AND SUPPLIES	2025/09/29	SOLOMONSC	T40/18/19	Item 4.4 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2019: The supply, delivery and the administrative support services of a fine collection system and camera equipment with the related operational support for the period 1 July 2	September	2 - Delivery On Standard	On Schedule
13396979	MALHERBE TUBB FAURE	2025/08/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13396980	HSG ATTORNEYS	2025/08/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13396981	MARAIS MULLER HENDRICKS	2025/08/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13396982	YVETTE ADELE CLOETE	2025/08/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13396983	Du Plessis & Mostert	2025/08/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13396984	TALENI GODI KUPISO	2025/08/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	August		On Schedule
13354883	MALHERBE TUBB FAURE	2025/07/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule

Object Reference	Supplier Name	Date Assessed	Responsible Person	Tender Number	Resolution Description	Assessment Month	Delivery Score	Status
13354884	HSG ATTORNEYS	2025/07/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule
13354885	MARAIS MULLER HENDRICKS	2025/07/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule
13354886	YVETTE ADELE CLOETE	2025/07/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule
13354887	Du Plessis & Mostert	2025/07/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	July		On Schedule
13354888	TALENI GODI KUPISO	2025/07/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	July		On Schedule
13443287	MALHERBE TUBB FAURE	2025/09/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13443288	HSG ATTORNEYS	2025/09/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13443289	MARAIS MULLER HENDRICKS	2025/09/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13443290	YVETTE ADELE CLOETE	2025/09/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13443291	Du Plessis & Mostert	2025/09/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13443292	TALENI GODI KUPISO	2025/09/25	TERBLANCHEM	T40/22/23	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 5 June 2023: Tender T40/22/23: Appointment of a Panel of Specialist Legal Services Providers for a contract period ending 30 June 2026	September		On Schedule
13397012	AYANDA MBANGA COMMUNICATIONS	2025/09/01	DEJONGHS	T41.24.25	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2025: Appointment of a service provider to design and place personnel recruitment and tender advertisements in the local, provincial and national media for the period 1 July 20	August		On Schedule
13354916	AYANDA MBANGA COMMUNICATIONS	2025/08/01	DEJONGHS	T41.24.25	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2025: Appointment of a service provider to design and place personnel recruitment and tender advertisements in the local, provincial and national media for the period 1 July 20	July	2 - Delivery On Standard	On Schedule
13397009	SKYEWATCH SECURITY	2025/08/29	SKIPPERSM	T42.24.25	Item 4.3 of the minutes of a Bid Adjudication Committee meeting held on 29 May 2025: Rendering of security services at Wesbank Sportsground, Malmesbury for the period ending 30 June 2026	August	2 - Delivery On Standard	Behind Schedule
13354913	SKYEWATCH SECURITY	2025/07/30	SKIPPERSM	T42.24.25	Item 4.3 of the minutes of a Bid Adjudication Committee meeting held on 29 May 2025: Rendering of security services at Wesbank Sportsground, Malmesbury for the period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule
13443317	SKYEWATCH SECURITY	2025/09/25	SKIPPERSM	T42.24.25	Item 4.3 of the minutes of a Bid Adjudication Committee meeting held on 29 May 2025: Rendering of security services at Wesbank Sportsground, Malmesbury for the period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13396975	HCB VALUATIONS AND SERVICES	2025/08/25	ZAAYMANA	T43/21/22	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 28 June 2022: Execution of General and Supplementary Valuations of all properties in the area of jurisdiction of Swartland Municipality	August	2 - Delivery On Standard	On Schedule
13396975	HCB VALUATIONS AND SERVICES	2025/08/25	ZAAYMANA	T43/21/22	Item 4.1 of the minutes of a Bid Adjudication Committee held on 26 July 2022: Execution of a General and Supplementary Valuations for all properties in die area of jurisdiction of Swartland Municipality	August	2 - Delivery On Standard	On Schedule
13354879	HCB VALUATIONS AND SERVICES	2025/07/25	ZAAYMANA	T43/21/22	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 28 June 2022: Execution of General and Supplementary Valuations of all properties in the area of jurisdiction of Swartland Municipality	July	2 - Delivery On Standard	On Schedule
13354879	HCB VALUATIONS AND SERVICES	2025/07/25	ZAAYMANA	T43/21/22	Item 4.1 of the minutes of a Bid Adjudication Committee held on 26 July 2022: Execution of a General and Supplementary Valuations for all properties in die area of jurisdiction of Swartland Municipality	July	2 - Delivery On Standard	On Schedule

Object Reference	Supplier Name	Date Assessed	Responsible Person	Tender Number	Resolution Description	Assessment Month	Delivery Score	Status
13443283	HCB VALUATIONS AND SERVICES	2025/09/25	ZAAYMANA	T43/21/22	Item 4.1 of the minutes of a Bid Adjudication Committee meeting held on 28 June 2022: Execution of General and Supplementary Valuations of all properties in the area of jurisdiction of Swartland Municipality	September	2 - Delivery On Standard	On Schedule
13443283	HCB VALUATIONS AND SERVICES	2025/09/25	ZAAYMANA	T43/21/22	Item 4.1 of the minutes of a Bid Adjudication Committee held on 26 July 2022: Execution of a General and Supplementary Valuations for all properties in die area of jurisdiction of Swartland Municipality	September	2 - Delivery On Standard	On Schedule
11838207	SYNTELL	2025/08/31	NOLANM	T43/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 5 August 2024: Tender T43/23/24: Supply, delivery, installation, training, commissioning and administration of an optimal prepayment electricity vending system for multiple years	August	2 - Delivery On Standard	On Schedule
13397000	SYNTELL	2025/07/31	LESCHL	T43/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 5 August 2024: Tender T43/23/24: Supply, delivery, installation, training, commissioning and administration of an optimal prepayment electricity vending system for multiple years	July	2 - Delivery On Standard	On Schedule
13443308	SYNTELL	2025/09/25	LESCHL	T43/23/24	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 5 August 2024: Tender T43/23/24: Supply, delivery, installation, training, commissioning and administration of an optimal prepayment electricity vending system for multiple years	September	2 - Delivery On Standard	On Schedule
13396963	DOGS AND ALL	2025/09/19	STEYNR	T44/18/19	Item 4.6 of minutes of Bid Adjudication Policy held on 6 June 2019: The leasing of six trained narcotic dogs for the K9 unit of Swartland Traffic and Law Enforcement Service for the period ending 30 June 2022	August	2 - Delivery On Standard	On Schedule
13354867	DOGS AND ALL	2025/07/22	STEYNR	T44/18/19	Item 4.6 of minutes of Bid Adjudication Policy held on 6 June 2019: The leasing of six trained narcotic dogs for the K9 unit of Swartland Traffic and Law Enforcement Service for the period ending 30 June 2022	July	2 - Delivery On Standard	On Schedule
11838216	SWARTLAND TOURISM	2025/08/05	LOOCKI	T49.24.25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 29 May 2025: Appointment of a service provider to render tourism functions and implement destination marketing services for the period ending 30 June 2028	August	2 - Delivery On Standard	On Schedule
13443316	SWARTLAND TOURISM	2025/09/25	LOOCKI	T49.24.25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 29 May 2025: Appointment of a service provider to render tourism functions and implement destination marketing services for the period ending 30 June 2028	September	2 - Delivery On Standard	On Schedule
13354912	SWARTLAND TOURISM	2025/08/05	LOOCKI	T49.24.25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 29 May 2025: Appointment of a service provider to render tourism functions and implement destination marketing services for the period ending 30 June 2028	September	2 - Delivery On Standard	On Schedule
13397008	SWARTLAND TOURISM	2025/08/25	LOOCKI	T49.24.25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 29 May 2025: Appointment of a service provider to render tourism functions and implement destination marketing services for the period ending 30 June 2028	September	2 - Delivery On Standard	On Schedule
13397022	EASYPAY	2025/09/10	LESCHL	T50.24.25	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 23 July 2025: Bill payment receipting services for Swartland Municipality for the period ending 30 June 2028	August		On Schedule
13396993	LINUX BASED SYSTEMS DESIGN SA	2025/08/25	PIENAARJ	T50/23/24	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Provisioning of Internet Services and Software Defined Networking (SDN) for Swartland Municipality for a three-year period from 1 July 2024 to 30 June 2027	August	2 - Delivery On Standard	On Schedule
13354897	LINUX BASED SYSTEMS DESIGN SA	2025/07/25	PIENAARJ	T50/23/24	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Provisioning of Internet Services and Software Defined Networking (SDN) for Swartland Municipality for a three-year period from 1 July 2024 to 30 June 2027	July	2 - Delivery On Standard	On Schedule
13443301	LINUX BASED SYSTEMS DESIGN SA	2025/09/26	PIENAARJ	T50/23/24	Item 4.5 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Provisioning of Internet Services and Software Defined Networking (SDN) for Swartland Municipality for a three-year period from 1 July 2024 to 30 June 2027	September	2 - Delivery On Standard	On Schedule
13397019	ENEM LEE LATEGAN	2025/08/22	KASUS	T51.24.25	Item 4.6 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2025: Supply and delivery of light blue refuse bags for the period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13396994	BIDVEST OFFICE	2025/08/25	PIENAARJ	T52/23/24	Item 4.6 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Supply, installation, commissioning and maintenance of Digital Photocopy Equipment for the period 1 July 2024 to 30 June 2027	August	2 - Delivery On Standard	On Schedule
13354898	BIDVEST OFFICE	2025/07/25	PIENAARJ	T52/23/24	Item 4.6 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Supply, installation, commissioning and maintenance of Digital Photocopy Equipment for the period 1 July 2024 to 30 June 2027	July	2 - Delivery On Standard	On Schedule
13443302	BIDVEST OFFICE	2025/09/26	PIENAARJ	T52/23/24	Item 4.6 of the minutes of a Bid Adjudication Committee meeting held on 7 June 2024: Supply, installation, commissioning and maintenance of Digital Photocopy Equipment for the period 1 July 2024 to 30 June 2027	September	2 - Delivery On Standard	On Schedule
13397018	MUBESKO AFRICA	2025/08/25	ALBERTSR	T53.24.25	Item 4.3 of the minutes of a Bid Adjudication committee meeting held on 23 June 2025: Provision of Specialist Accounting Services for the period 1 July 2025 tot 30 June 2028	August	2 - Delivery On Standard	On Schedule

Object Reference	Supplier Name	Date Assessed	Responsible Person	Tender Number	Resolution Description	Assessment Month	Delivery Score	Status
13443326	MUBESKO AFRICA	2025/09/25	ALBERTSR	T53.24.25	Item 4.3 of the minutes of a Bid Adjudication committee meeting held on 23 June 2025: Provision of Specialist Accounting Services for the period 1 July 2025 tot 30 June 2028	September	2 - Delivery On Standard	On Schedule
13396976	PLUS1X COMMUNICATIONS	2025/08/25	PIENAARJ	T55/22/23	Item 4.7 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2023: Maintenance and support for the Unify Telephone Systems in Swartland Municipality for the period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13354880	PLUS1X COMMUNICATIONS	2025/07/25	PIENAARJ	T55/22/23	Item 4.7 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2023: Maintenance and support for the Unify Telephone Systems in Swartland Municipality for the period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule
13443284	PLUS1X COMMUNICATIONS	2025/09/26	PIENAARJ	T55/22/23	Item 4.7 of the minutes of a Bid Adjudication Committee meeting held on 6 June 2023: Maintenance and support for the Unify Telephone Systems in Swartland Municipality for the period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13396989	A L ABBOTT AND ASSOCIATES	2025/08/27	DIRKSEC	T58/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee held on 19 July 2023: Provision of Laboratory Services for the monitoring of potable water and wastewater quality in the Swartland municipal area for a contract period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13354893	A L ABBOTT AND ASSOCIATES	2025/07/25	DIRKSEC	T58/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee held on 19 July 2023: Provision of Laboratory Services for the monitoring of potable water and wastewater quality in the Swartland municipal area for a contract period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule
13443297	A L ABBOTT AND ASSOCIATES	2025/09/29	DIRKSEC	T58/22/23	Item 4.1 of the minutes of a Bid Adjudication Committee held on 19 July 2023: Provision of Laboratory Services for the monitoring of potable water and wastewater quality in the Swartland municipal area for a contract period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule
13354889	PASO ORGANICS	2025/07/31	BARLOWJ	T61/22/23	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 19 July 2023: Removal of sludge from Malmesbury, Riebeeck Kasteel, Darling and Moorreesburg Sewerage Works for the period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule
13396991	CAB HOLDINGS	2025/08/31	CILLIERSS	T68/22/23	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 27 September 2023: Provision for Printed Monthly Municipal Account Statements for the period ending 30 June 2026	August	2 - Delivery On Standard	On Schedule
13354895	CAB HOLDINGS	2025/07/31	CILLIERSS	T68/22/23	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 27 September 2023: Provision for Printed Monthly Municipal Account Statements for the period ending 30 June 2026	July	2 - Delivery On Standard	On Schedule
13443299	CAB HOLDINGS	2025/09/25	CILLIERSS	T68/22/23	Item 4.2 of the minutes of a Bid Adjudication Committee meeting held on 27 September 2023: Provision for Printed Monthly Municipal Account Statements for the period ending 30 June 2026	September	2 - Delivery On Standard	On Schedule



Verslag □ Ingxelo □ Report

Office of the Municipal Manager:
3 October 2025

8/1/B/2

ITEM 7.4 ON THE AGENDA OF THE EXECUTIVE MAYORAL COMMITTEE WHICH WILL BE HELD ON 16 OCTOBER 2025

SUBJECT: REPORT IN RESPECT OF THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY FOR THE PERIOD: 1 JULY 2025 TO 30 SEPTEMBER 2025

1. BACKGROUND

In terms of Regulation 6(3) of the Municipal Supply Chain Management Regulations a report regarding the implementation of the Swarthland Municipality's Supply Chain Management Policy must be submitted to the Executive Mayor.

2. DOCUMENTATION

Attached hereto please find a copy of the report on the implementation of the Supply Chain Management Policy for the period 1 July 2025 to 30 September 2025 and also the Formal Tenders (Annexure A), Informal Tenders (Annexure B), Deviation Report (Annexure C & C.1) and Deviations with reference to the Supply Chain Management Policy (Annexure D).

3. RECOMMENDATION/AANBEVELING

- (a) That cognisance is taken of the Quarterly Report in respect of the implementation of the Supply Chain Management Policy as envisaged by section 6(3) of the Regulations, as well as reports on the Formal Tenders (Annexure A), Informal Tenders (Annexure B), and the Deviation Report (Annexure C & C.1);

Dat kennis geneem word van die Kwartaalverslag ten opsigte van die implementering van die Voorsieningskanaalbestuursbeleid soos beoog deur artikel 6(3) van die Regulasies, sowel as verslae van die Formele Tenders (Bylae A), Informele Tenders (Bylae B) , en die Afwykingsverslag (Bylae C & C.1);

- (b) That cognisance is taken of the services rendered for the period 1 July 2025 to 30 September 2025 with reference to the exceptions where it is impractical to test the market and therefore justified a deviation from the procurement processes in terms of paragraph 2(6) of the Supply Chain Management Policy (Annexure D);

Dat kennis geneem word van die dienste gelewer vir die tydperk 1 Julie 2025 tot 30 September 2025 met verwysing na die uitsonderings waar dit onprakties is om die mark te toets en dus 'n afwyking van die verkrygingsprosesse ingevolge paragraaf 2(6) van die Voorsieningskettingbestuurbeleid (Bylae D);

(get) J J Scholtz

MUNICIPAL MANAGER



Supply Chain Management Implementation Report

For the period ended September 2025

To The Executive Mayor

In accordance with Regulation 6(3) of the Municipal Supply Chain Management Regulations, I submit the required report on the implementation of Swartland Municipality's Supply Chain Management Policy for the period: 1 July 2025 to 30 September 2025 for purposes of joint oversight.

Municipal Manager
3 October 2025

Executive Summary

Introduction

This report is a summary of the implementation of the Supply Chain Management Policy. It highlights the implementation of Supply Chain Management in the Swartland Municipality. Regulation 6(3) of the SCM Regulations requires the Accounting Officer to report quarterly on the implementation of the Supply Chain Management Policy to the Mayor, in order to strengthen oversight.

Implementation of Supply Chain Management Policy

The Supply Chain Management Policy was adopted by Council on 1 January 2006 to fully comply with the SCM Regulations communicated under National Treasury general notice 868, Gazette no. 27636. The Supply Chain Management Policy has been reviewed and approved by Council on 31 March 2025.

Committees

The below mentioned committees are established and are functioning fully according to Council's Supply Chain Management Policy and the Supply Chain Management Regulations. The committees are as listed below:

- Bid Specification Committee (BSC)
- Bid Evaluation Committee (BEC)
- Bid Adjudication Committee (BAC)

Tenders Awarded

During the quarter the BAC met **5 times**, and **13** tenders were awarded.

Attached as Annexure A (Formal Tenders) and Annexure B (Informal Tenders) is a list of all tenders awarded during this quarter by the Bid Adjudication Committee and Manager: Supply Chain Management respectively.

Herewith a summary of tenders awarded for the 2025/2026 financial year as it pertains to the specific quarter.

	Formal Tenders Awarded			Informal Tenders Awarded	
	Number of Tenders	Bid Committee Meetings	Tender Amount	Number of Tenders	Tender Amount
1 July 2025-30 September 2025	13	5	R 68 516 682.30	51	R 5 029 895.16
1 October 2025-31 December 2025			R 0.00	0	R 0.00
1 January 2026-31 March 2026			R 0.00	0	R 0.00
1 April 2026-30 June 2026			R 0.00	0	R 0.00
	13	5	R 68 516 682.30	51	R 5 029 895.16

Deviations Approved (≤R30,000.00)

In accordance with Paragraph 36 of the Supply Chain Management Policy, all deviations from the official procurement processes must be approved and recorded by the Accounting Officer, and reported to Council. The approval of emergency deviations with a transaction value of up to R30,000 (VAT included), has been delegated to the relevant director. The approval of all other

deviations with a transaction value of up to R30,000 (VAT included), has been delegated to the Manager: Supply Chain Management. The total value of deviations, up to a value of R30,000 (VAT included), approved for the period 1 July 2025 to 30 September 2025 amount to **R 351 187.60**. The list of approved deviations is attached as Annexure C.

Herewith a summary of deviations up to a value of R30 000 approved for the 2025/2026 financial year as it pertains to the specific quarter.

	Deviations ≤ R30 000			
	2025/2026		2024/2025	
	Number of Deviations	Deviations Amount	Number of Deviations	Deviations Amount
1 July-30 September	42	R 351 187.60	54	R 306 571.74
1 October-31 December				
1 January-31 March				
1 April-30 June				
	42	R 351 187.60	54	R 306 571.74

Deviations Approved (>R30,000.00)

The total value of deviations, above the value of R30,000 (VAT included), approved for the period 1 July 2025 to 30 September 2025 amount to **R 1 078 936.04**. The list of approved deviations is attached as Annexure C.1.

	Deviations > R30 000			
	2025/2026		2024/2025	
	Number of Deviations	Deviations Amount	Number of Deviations	Deviations Amount
1 July-30 September	13	R 1 078 936.04	7	R 700 847.60
1 October-31 December				
1 January-31 March				
1 April-30 June				
	13	R 1 078 936.04	7	R 700 847.60

Deviations with Reference to Paragraph 2(6) of the Supply Chain Management Policy

The total value of deviations, with Reference to Paragraph 2(6) of the Supply Chain Management Policy, approved for the period 1 July 2025 to 30 September 2025 amount to **R 6 219 471.12**. The list of approved deviations for the period 1 July 2025 to 30 September 2025 is attached as Annexure D.

	Deviations: Reference to Policy			
	2025/2026		2024/2025	
	Number of Deviations	Deviations Amount	Number of Deviations	Deviations Amount
1 July-30 September	194	R 6 219 471.12	226	R 6 351 451.44
1 October-31 December				
1 January-31 March				
1 April-30 June				
	194	R 6 219 471.12	226	R 6 351 451.44

Staffing Issues

The staff complement of the Supply Chain Management unit is as follows:

- Senior Manager: Supply Chain Management,
- SCM Manager,
- SCM Head: Logistics and Disposal,
- Head: Demand, Acquisition and Evaluation
- Principal Clerk,
- Assistant Store Controller: Issues & Stocktake,
- Store Keeper: Stationery,
- Store Keeper: Purchase/Stock Levels and
- Four SCM Practitioners

Systems

- **Supplier Database**
 - The municipality is using National Treasury's Central Supplier Database with effect from 1 July 2016.

External Relations

- The SCM Unit works very closely with the Provincial Treasury on all the legislative requirements. A representative from the unit attended the virtual SCM Forum meeting, which were hosted by the Provincial Treasury on 15 August 2025.

Reporting

All awards made above R300 000 have been registered on the National Treasury ePortal.

Conclusion

The Supply Chain Management Unit is continuously improving its processes and procedures in order to ensure that Council receives value for money in terms of demand and acquisitions management.

ANNEXURE A

FORMAL TENDERS (>R300,000) AWARDED: 1 JULY 2025 - 30 SEPTEMBER 2025

DATE	CONTRACT NO	CONTRACT NAME	AMOUNT	COMPLETION/DELIVERY PERIOD	CONTRACTOR	CONTRIBUTION LEVEL
23.07.2025	T31.24.25	The Provision of a Web-Based Indigent Management and Income Vetting System For The Period Ending 30 June 2028	Rates	30-Jun-28	Riscfree Dot Com	4
23.07.2025	T50.24.25	Bill Payment Receipting Services For Swartland Municipality For The Period Ending 30 June 2028	Rates	30-Jun-28	EasyPay (Pty) Ltd	2
08.08.2025	T34.24.25	Electrification Of Low-Cost Houses In Darling – Phase 1 For The Period Ending 30 June 2026	R4 063 564.21	30-Jun-26	Anchor Powerlines (Pty) Ltd	1
18.08.2025	T48.24.25	Supply & Delivery Of Materials, Supplies And Services For The Period Ending 30 June 2026	Rates	30-Jun-26	All tenders accepted	Various
18.08.2025	T60.24.25	Supply And Delivery Of Drive-On Attachment For Roadmarker	R103 200.00	6 Months	Shacha Trading (Pty) Ltd	1
18.08.2025	T59.24.25	Supply And Delivery Of Trailer Mount Cherry Picker	R879 250.00	6 Months	Shacha Trading (Pty) Ltd	1
18.08.2025	T45.24.25	Supply And Delivery Of Small Refuse Removal Tipper Truck	R871 585.00	12-16 Weeks	Fuzion Motors (Pty) Ltd t/a Perdeberg Commercial	2
03.09.2025	T33.24.25	Malmesbury, De Hoop Bng Housing Development: Electrical Bulk Supply, Lv Infrastructure And Housing Connections	R48 275 707.12	30-Jun-28	VE Reticulation (Pty) Ltd	1
22.09.2025	T55.24.25	Construction Of A Social Economic Facility Kalbaskraal	R9 837 309.03	130 Days	Luonde Oxford (Pty) Ltd	1
22.09.2025	T57.24.25	Supply And Implementation Of Traffic Control Devices In The Swartland Municipal Area Up To 30 June 2028	Rates	30-Jun-28	TMT Services and Supplies (Pty) Ltd	1
22.09.2025	T62.24.25	Supply Of Fuel By Registered Filling Stations In The Swartland Municipal Area For The Period 1 October 2025 To 30 June 2028	Discount	30-Jun-28	Agrimark Operations Ltd / Yzerfontein Vulstasie	Various
22.09.2025	T44.24.25	Supply And Delivery Of High Compaction Rel Refuse Collection Truck	R4 012 078.55	10-14 Weeks	JB's Commercial	2
22.09.2025	RT57-2019	Transversal Tender: Supply and delivery of SUV	R473 988.39	16-20 Weeks	Isuza Motors South Africa (Pty) Ltd	0
			R 68 516 682.30			

ANNEXURE B

INFORMAL TENDERS (>R30,000≤R300,000) AWARDED: 1 JULY 2025 - 30 SEPTEMBER 2025

Contract Description	Tender Number	Date Awarded	Approved Amount	Successful Bidder	Contribution Level
Gardening Services Required for the Cutting of Lawn and Maintenance of Trees and Shrubs at the Entrance to Ongegund Village for the Period Ending 30 June 2026	SCM213.24.25	09.07.2025	R 34 080.00	Swartland and West Coast Trading (Pty) Ltd	0
Supply and Deliver of Line Marking Machine for Sports Fields	SCM218.24.25	11.07.2025	R 21 378.50	Memotek Trading CC	1
Gardening Services is Required for the Cutting of Grass and Maintenance of Trees at the Diep River Banks Malmesbury	SCM214.24.25	14.07.2025	R 24 500.00	WLF Contractors	1
Verification of Qualifications of Employees for the Period Ending 30 June 2026	SCM224.24.25	14.07.2025	Rates	C-Pact Enterprise (Pty) Ltd	1
Supply and Delivery of Soda Ash for Swimming Pools	SCM216.24.25	14.07.2025	R 32 631.25	Caprichem SACCS (Pty) Ltd	2
Supply and Delivery of Protective Clothing for the Parks Department	SCM02.25.26	22.07.2025	R 98 537.61	Skonto (Pty) Ltd	1
Interpreting Services Required for Council Meetings And Ad Hoc Meetings for the Period Ending 30 June 2026	SCM03.25.26	23.07.2025	Rates	Thembile Dapula	0
Backup Solution for Microsoft 365 Environment	SCM222.24.25	25.07.2025	R 156 631.73	Ubuntu Technology (Pty) Ltd	1
Translation Services Required for the Period ending 30 June 2026	SCM04.25.26	31.07.2025	Rates	On Time Transcribers CC	4
Replacing Existing Sewer Tank with New Conservancy Tank at Yzerfontein Community Hall	SCM226.24.25	31.07.2025	R 127 707.50	Britlow Construction CC	1
Supply and Delivery of Footwear and Golf Shirts for the Parks Department	SCM07.25.26	01.08.2025	R 110 601.25	Skonto (Pty) Ltd	1
Supply and Delivery of Blower Mowers	SCM08.25.26	01.08.2025	R 115 050.00	WLF Contractors (Pty) Ltd	1
Hiring of 3m ³ Bins for the Period Ending June 2026	SCM11.25.26	05.08.2025	R 135 700.00	Mr Rubble Mover	0
Supply and Delivery of Water Cannon	SCM09.25.26	05.08.2025	R 54 085.08	M Bond Engineering (Pty) Ltd	1
Alteration to Roof at Ablution Block 3, Yzerfontein Caravan Park	SCM220.24.25	06.08.2025	R 69 260.00	Eugene Jansen Solutions	1
Replacement of Existing Pergola at Yzerfontein Main Beach Public Toilets	SCM225.24.25	06.08.2025	R 33 104.00	Eugene Jansen Solutions	1

Contract Description	Tender Number	Date Awarded	Approved Amount	Successful Bidder	Contribution Level
Renewal of ManageEngine ADAudit Plus Standard Edition Annual Subscription Fees	SCM26.25.26	11.08.2025	R 96 876.00	Phandu Communications (Pty) Ltd	1
Supply and Delivery of IDMT Over-Current and Earth-Fault Protection Relays	SCM23.25.26	11.08.2025	R 235 589.80	Memotek Trading CC	1
Supply and Delivery of Firearms	SCM18.25.26	11.08.2025	R 270 235.05	Lesedi Guarding And Training Services (Pty) Ltd	1
Service and Repair of Chlorine Dosing Equipment in Malmesbury, Darling and Moorreesburg	SCM16.25.26	11.08.2025	R 91 168.57	Maxal Projects SA (Pty) Ltd	3
Supply and Delivery of 100 Ah LiFePO4 Batteries and 3 KVA Hybrid Inverters with Accessories	SCM19.25.26	13.08.2025	R 98 883.56	DDD Electrical (Pty) Ltd	1
Supply and Delivery of 11kv Compact Switchgear Panel	SCM22.25.26	13.08.2025	R 263 925.00	Lucy Electrical South Africa (Pty) Ltd	1
Internal Painting of Tennis Clubhouse Moorreesburg	SCM14.25.26	14.08.2025	R 21 000.00	AA Fencing and Related Construction Services (Pty) Ltd	1
Internal Painting of Moorreesburg Squash Court	SCM13.25.26	19.08.2025	R 27 550.00	Wot Projects (Pty) Ltd	1
Construction of New Boundary Wall and Repairs to Fencing at Riebeek Kasteel Dumping Site	SCM24.25.26	20.08.2025	R 144 950.00	WLF Contractors	1
Supply and Installation of Air Conditioners at Town Hall, Malmesbury	SCM33.25.26	22.08.2025	R 82 359.55	DDD Electrical (Pty) Ltd	1
External Painting of Imibala Building, Moorreesburg	SCM28.25.26	26.08.2025	R 82 550.00	WOT Projects	1
Waterproof of Vehicle Inspection Pit at Traffic Department Moorreesburg	SCM15.25.26	26.08.2025	R 33 870.00	Castlehill Trading 139 CC t/a First Choice	1
Supply and Delivery of Conti Trousers, Jackets and Safety Shoes for the Parks Department	SCM37.25.26	26.08.2025	R 56 839.90	Swartland Workwear Centre (Pty) Ltd	4
Supply and Install Fencing at Illinge Lethu Sports Grounds In Malmesbury	SCM20.25.26	26.08.2025	R 45 034.00	Britlow Construction CC	1
Supply and Delivery of Folding Tables	SCM39.25.26	01.09.2025	R 62 445.00	Parkerson Thomas Technologies t/a Officetech	1
Check, Adjust, Calibrate and Verify In and Out Flow Measurements at Darling-, Moorreesburg-, Malmesbury- And Riebeek WWTW	SCM45.25.26	01.09.2025	R 52 785.00	Henntech Services	0
Design, Print and Supply of Waste Removal Calendars	SCM43.25.26	01.09.2025	R 115 391.00	C-Pact Enterprise (Pty) Ltd	1

Contract Description	Tender Number	Date Awarded	Approved Amount	Successful Bidder	Contribution Level
Labour Rates Tender for the Construction/Erection of New, the Removal and Replacement of Existing, Streetlight Circuits in Swartland Municipality for the Period Ending 30 June 2026	SCM21.25.26	02.09.2025	R 299 966.00	San Building Maintenance CC	1
Real Time Automatic Number Plate Recognition (ANPR) Service for the Period Ending 30 June 2026	SCM223.24.25	03.09.2025	R 144 900.00	Navic Platforms and Investigations (Pty) Ltd	4
Service of 2x Poly Pumps at Malmesbury WWTW	SCM47.25.26	03.09.2025	R 65 264.80	Maxal Projects SA (Pty) Ltd	3
Supply and Delivery of Bullet Proof Vests	SCM42.25.26	04.09.2025	R 73 423.76	Gabriel and Michael Marketing (Pty) Ltd	1
Service of Pumps at Various Municipal Swimming Pools	SCM17.25.26	05.09.2025	R 20 046.80	Middlemann (Pty) Ltd	0
Restoration and Alterations at Rosenhof Moorreesburg Public Toilets	SCM25.25.26	05.09.2025	R 136 950.00	WLF Contractors (Pty) Ltd	1
Renewal Of VMware vSphere License	SCM41.25.26	10.09.2025	R 259 331.81	First Technology Western Cape (Pty) Ltd	1
Supply, Delivery and Installation of Recycled Plastic Benches at Yzerfontein Beach	SCM38.25.26	10.09.2025	R 93 500.00	WLF Contractors (Pty) Ltd	1
Autocad Renewal and Annual Subscription	SCM46.25.26	10.09.2025	R 152 104.93	Baker Baynes (Pty) Ltd	2
Removal of Sludge from Two Primary Settling Dams at Darling WWTW	SCM34.25.26	12.09.2025	R 295 544.25	Sibathatu Mining CC	2
Supply and Install 2 x 22kw Vertical Multistage Centrifugal Pumpsets at Kalbaskraal Pump Station	SCM29.25.26	12.09.2025	R 150 319.95	Hidro-Tech Systems (Pty) Ltd	1
Supply and Delivery of Safety Boots (WWTW)	SCM10.25.26	12.09.2025	R 59 961.00	Swartland Workwear Centre (Pty) Ltd	4
Hiring of Digger Loader (TLB) for Cleaning of Oxidation Dams at Malmesbury WWTW	SCM30.25.26	17.09.2025	R 50 400.00	WLF Contractors (Pty) Ltd	0
Supply and Install Flow Meter at Malmesbury WWTW	SCM32.25.26	19.09.2025	R 81 644.25	N and Z Instruments (Cape) (Pty) Ltd	4
Supply and Delivery of Safety Boots (Streets Department)	SCM58.25.26	22.09.2025	R 137 103.00	Swartland Workwear Centre (Pty) Ltd	4
Remote Pilot License (RPL) Training	SCM61.25.26	30.09.2025	R 78 500.00	LFM Management Services (Pty) Ltd	1
Supply and Installation of Siren System on Traffic Vehicles	SCM67.25.26	30.09.2025	R 45 394.82	MPI Emergency Solutions (Pty) Ltd	2
Supply, Delivery and Fitting of Tyres on Truck (WWTW)	SCM79.25.26	30.09.2025	R 90 820.44	VVE Installasies cc t/a VVE Bande	0
			R 5 029 895.16		

ANNEXURE C

**DEVIATIONS WITH A VALUE EQUAL TO OR LESS THAN R30 000.00 APPROVED FOR THE QUARTER 1 JULY 2025 TO
30 SEPTEMBER 2025**

Supplier Name	Deviation Type	Approval Date	Department	Total
J Lawrence	Emergency	18.07.2025	Civil Engineering Services	R 2 800.00
Novus Media (Swartland Gazette)	Impractical	18.07.2025	Development Services	R 7 663.60
Novus Media (Swartland Gazette)	Impractical	22.07.2025	Development Services	R 4 508.00
Novus Media (Swartland Gazette)	Impractical	22.07.2025	Development Services	R 26 371.80
Novus Media (Swartland Gazette)	Impractical	22.07.2025	Development Services	R 13 298.60
M & E Roofing	Emergency	24.07.2025	Civil Engineering Services	R 3 500.00
Novus Media (Swartland Gazette)	Impractical	25.07.2025	Development Services	R 4 282.60
Johan Bester Ingenieurswerke	Emergency	31.07.2025	Civil Engineering Services	R 8 124.21
Novus Media (Swartland Gazette)	Impractical	06.08.2025	Corporate Services	R 3 381.00
Novus Media (Swartland Gazette)	Impractical	08.08.2025	Development Services	R 22 541.60
Thomas Electric	Impractical	12.08.2025	Electrical Engineering Services	R 2 070.00
Louw Diggers	Emergency	12.08.2025	Civil Engineering Services	R 7 894.75
Novus Media (Swartland Gazette)	Impractical	18.08.2025	Development Services	R 13 524.00
Johan Bester Ingenieurswerke	Emergency	25.08.2025	Civil Engineering Services	R 19 130.39
FluidInk Media (Swartland Joernaal)	Impractical	27.08.2025	Development Services	R 18 480.00
FluidInk Media (Swartland Joernaal)	Impractical	27.08.2025	Corporate Services	R 2 587.20
FluidInk Media (Swartland Joernaal)	Impractical	27.08.2025	Development Services	R 3 326.40
FluidInk Media (Swartland Joernaal)	Impractical	27.08.2025	Development Services	R 10 533.60
FluidInk Media (Swartland Joernaal)	Impractical	27.08.2025	Development Services	R 4 065.60
FluidInk Media (Swartland Joernaal)	Impractical	27.08.2025	Development Services	R 22 915.20
FluidInk Media (Swartland Joernaal)	Impractical	27.08.2025	Development Services	R 5 913.60
The Document Exchange (Docex)	Impractical	28.08.2025	Financial Services	R 22 931.00
FluidInk Media (Swartland Joernaal)	Impractical	28.08.2025	Development Services	R 3 696.00
Novus Media (Swartland Gazette)	Impractical	28.08.2025	Development Services	R 4 733.40
Novus Media (Swartland Gazette)	Impractical	28.08.2025	Corporate Services	R 7 663.60
FluidInk Media (Swartland Joernaal)	Impractical	28.08.2025	Corporate Services	R 6 283.20
FluidInk Media (Swartland Joernaal)	Impractical	29.08.2025	Development Services	R 10 533.60
Malmesbury Paneelkloppers	Impractical	02.09.2025	Protection Services	R 3 921.50
Novus Media (Swartland Gazette)	Impractical	05.09.2025	Development Services	R 13 073.20
Automodell	Emergency	08.09.2025	Protection Services	R 3 678.30
FluidInk Media (Swartland Joernaal)	Impractical	15.09.2025	Corporate Services	R 3 141.60
Novus Media (Swartland Gazette)	Impractical	15.09.2025	Corporate Services	R 3 606.40
FluidInk Media (Swartland Joernaal)	Impractical	15.09.2025	Corporate Services	R 5 800.00
Novus Media (Swartland Gazette)	Impractical	15.09.2025	Corporate Services	R 4 830.00
Isolabantu	Impractical	18.09.2025	Corporate Services	R 10 254.30
I & J Constructions & Renovations	Emergency	18.09.2025	Civil Engineering Services	R 5 058.75
FluidInk Media (Swartland Joernaal)	Impractical	18.09.2025	Development Services	R 10 903.20
Novus Media (Swartland Gazette)	Impractical	19.09.2025	Corporate Services	R 3 606.40
FluidInk Media (Swartland Joernaal)	Impractical	19.09.2025	Corporate Services	R 2 587.20
FluidInk Media (Swartland Joernaal)	Impractical	19.09.2025	Development Services	R 6 283.20
Novus Media (Swartland Gazette)	Impractical	19.09.2025	Development Services	R 8 790.60
Kobus du Plessis	Emergency	22.09.2025	Civil Engineering Services	R 2 900.00
				R 351 187.60

ANNEXURE C.1

**DEVIATIONS WITH A VALUE MORE THAN R30 000.00 APPROVED FOR THE QUARTER 1 JULY 2025 TO 30
SEPTEMBER 2025**

Supplier Name	Deviation Type	Approval Date	Department	Total
Kiez Landesverband	Impractical	17.07.2025	Corporate Services	R 37 966.50
Gene Louw Traffic College	Impractical	21.05.2025	Protection Services	R 88 328.08
Cape Armature Winders	Impractical	17.07.2025	Civil Engineering Services	R 52 785.00
ABB	Impractical	15.07.2025	Electrical Engineering Services	R 325 883.55
GW Trautmann	Impractical	17.07.2025	Civil Engineering Services	R 37 380.75
Babcock Equipment	Sole Provider	22.08.2025	Civil Engineering Services	R 43 705.81
GW Trautmann	Emergency	22.08.2025	Civil Engineering Services	R 32 143.14
Alpha Hydraulic Services	Impractical	28.08.2025	Electrical Engineering Services	R 36 075.50
Aerzen Airgas (Pty) Ltd	Sole Provider	05.08.2025	Civil Engineering Services	R 168 357.15
SPCA	Emergency	31.07.2025	Protection Services	R 95 000.00
JB's Trucks	Sole Provider	22.09.2025	Civil Engineering Services	R 44 498.20
GW Trautmann	Emergency	22.09.2025	Civil Engineering Services	R 82 067.96
GW Trautmann	Emergency	23.09.2025	Civil Engineering Services	R 34 744.40
				R 1 078 936.04

ANNEXURE D

**DEVIATIONS WITH REFERENCE TO PARAGRAPH 2(6) OF THE SUPPLY CHAIN MANAGEMENT
POLICY (WHERE IT IS IMPRACTICAL TO TEST THE MARKET) FOR THE PERIOD 1 JULY 2025 TO
30 SEPTEMBER 2025**

SERVICE PROVIDER	AMOUNT	TOTAL TRANSACTIONS
<u>Vehicles: Services & Repairs (Para 2(6)d)</u>		
AFGRI	R 14 691.44	1
Babcock Equipment	R 27 319.50	2
Barloworld Equipment (Pty)Ltd	R 25 425.73	1
Cape Truck and Van (Pty) Ltd	R 19 856.57	1
HD Transmissions (Pty)Ltd	R 3 085.00	1
Hennies Trekkers	R 20 296.53	1
JB's Nissan (Diens En Herstel)	R 72 929.27	4
JB's Trucks - UD Trucks Malmesbury	R 232 092.08	21
Malmesbury Toyota	R 26 437.09	7
Perdeberg Motors	R 70 195.43	9
Rola VW Malmesbury	R 39 510.77	5
TFM Transtech	R 147 389.03	12
Vermeer Equipment Suppliers (Pty) Ltd	R 16 260.40	1
Weskus Meganisasie	R 14 026.30	1
<u>Equipment: Repairs (Para 2(6)i)</u>		
Alpha Hydraulic Lifting Services (Pty) Ltd	R 4 497.00	1
Automodell BK	R 9 532.26	3
Bermar Hydraulics	R 14 925.31	1
BM Power Centre cc	R 3 926.84	1
CAW-Cape Armature Winders	R 29 795.00	2
Comnet	R 2 646.00	1
Conradie Besproeiing	R 1 890.00	1
Compaction + Industrial Equipment	R 18 723.48	1
Darling Hersteldienste	R 12 902.00	2
Demolition Technologies	R 9 400.77	1
Euraf Agencies	R 33 017.40	9
Fremtac Fire and Rescue cc	R 19 205.82	3
GW Trautmann cc	R 146 501.92	12
Henrit Agri	R 2 284.15	1
HRM Services	R 28 436.83	2
Hydraberg Hydraulic and Pneumatics Engineering	R 94 571.17	5
JHL Ingenieurs Verskaffers	R 7 650.31	1
Kaltron Electrical Engineering	R 5 913.04	1
Lumber & Lawn (Pty)Ltd	R 6 230.29	2
SDK Compressors	R 20 793.47	1
Tra-Col Solutions	R 99 763.94	4
Tricom Africa	R 22 462.00	1
VWE Installasies BK	R 35 665.19	3
Workshop Electronics	R 2 980.00	1
WJ Cotter Electrical cc	R 40 666.74	7

SERVICE PROVIDER	AMOUNT	TOTAL TRANSACTIONS
<u>IT Software (Para 2(6)b)</u>		
Business Engineering	R 1 127 158.92	1
Channel Mobile (Pty) Ltd	R 33 088.00	3
Cornergate Technologies	R 8 556.48	1
Ignite Advisory Services	R 536 692.00	2
IMQS	R 86 841.11	1
Kri8it Digital	R 5 520.00	1
Payday Software Systems	R 90 720.00	1
R-Data (Pty) Ltd	R 2 625 949.68	6
Silver Solutions 1234 cc	R 4 173.91	1
Spectrum Communications	R 30 540.00	1
<u>Training, Courses, Seminars (Para 2(6)e)</u>		
Built Environment Skills and Training (Pty) Ltd	R 13 998.00	1
CIGFARO	R 6 521.74	1
Consulting Engineers South Africa (CESA)	R 3 800.00	1
Institute of Municipal People Practitioners of Southern Africa (IMPSA)	R 5 356.52	1
Malmesbury Sakekamer	R 2 956.52	1
Payday Software Systems (Pty) Ltd	R 21 386.09	1
The Institute of Internal Auditors South Africa	R 7 600.00	1
<u>Machinery & Equipment-Agent (Para 2(6)g)</u>		
Agua Africa	R 24 780.00	1
CSX Customer Services (Pty) Ltd	R 19 765.00	2
Drager	R 1 990.85	1
Hiretech	R 2 110.00	1
Spectrum Communications (Pty) Ltd	R 36 238.23	2
<u>Medical Specialists (Para 2(6)h)</u>		
M. van Heerden	R 2 043.48	1
WM van Niekerk	R 2 250.00	1
<u>Subscription & Membership Fees (Para 2(6)k)</u>		
DG Incentives (Pty) Ltd	R 3 540.42	1
Hasler Business Systems (Pty) Ltd	R 5 459.89	1
Swartland Travel Services	91 542.14	18
<u>Tyre Repairs (Para 2(6)m)</u>		
Supa Quick Moorreesburg	4 990.00	2
VWE Bande	10 006.07	4
	R 6 219 471.12	194

Payments made in July 2025 for June 2025		
SERVICE PROVIDER	AMOUNT	TOTAL TRANSACTIONS
<u>Vehicles: Services & Repairs (Para 2(6)d)</u>		
Barloworld Equipment (Pty)Ltd	R 43 385.88	5
Bell Equipment Sales	R 26 238.62	2
JB's Trucks - UD Trucks Malmesbury	R 63 544.91	3
Perdeberg Motors	R 53 727.52	4
	R 186 896.93	14



Verslag ♦ Ingxelo ♦ Report

Office of the Director: Electrical Engineering Services
09 October 2025

12/2/4-8/5

ITEM 7.5 OF THE AGENDA OF THE EXECUTIVE MAYORAL COMMITTEE MEETING TO BE HELD ON 16 OCTOBER 2025

ONDERWERP: KLIPKOPPIE SON AANLEG VORDERINGSVERSLAG

SUBJECT: KLIPKOPPIE SOLAR PLANT PROGRESS REPORT

1. BACKGROUND

During the Business planning session in November 2022 the Director Electrical Engineering Services was tasked to look at the implementation of renewable energy into the Swartland's energy Mix. The need for renewable energy was also included in the IDP.

The Council took a decision in May 2023 to make land available on a long-term lease basis to potential IPP developers to develop a Solar Plant near Malmesbury.

Based on an application for support submitted to the Western Cape Department of Infrastructure a Transaction Advisory team was appointed by DOI (at no cost to Swartland) to assist us with the preparation of specifications for a RFP and a Draft PPA for the procurement of energy from potential IPP's.

The Transaction Advisory team consisting of Deloitte, Weber Wentzel and WSP Engineers have compiled a detailed roadmap for the associated execution of the task at hand. Various technical, financial and legal inputs have been obtained and considered in preparation of the RFP.

The attached submission provides some progress feedback and highlights future steps and approval requirements. It is clear from the road map that this is a long process with many

stages and compliance/legislative issues that needs to be taken into consideration This submission aims to provide feedback on progress with the project and to the house on the expected timelines and approval required.

As the project proceeds the necessary submissions will be made to the relevant authorities as may be required at the time.

2. LEGISLATION

The Electricity Regulation Act, 2006 (Act No. 4 of 2006) or as amended requires that:

- The transmission, distribution, and trading function of electricity supply be separately licensed and that the transmission or distribution function shall provide non-discriminatory network access to all users of the transmission or distribution system.
- The ERA and NERSA's Transmission Grid Code and Distribution Network Code mandate non-discriminatory access to the grid for all customers, including transmission and distribution connected generators and loads, for energy delivery or export.
- The ERA further regulates the licensing and registration requirements of generators.

The MFMA (Act 56 of 2003), has a number of requirements relating to the Asset Transfer regulations (Long term lease of Capital Assets) and the Supply chain process that needs to be adhered to.

4. FINANCIAL IMPLICATION

The transaction advisors are busy with Value for money exercise which will provide an indication of the potential benefit of procuring energy from an IPP instead of from Eskom. The report will be made available in due course for consideration by the administration and submission to EMC to make a decision regarding the purchase of energy from an IPP.

As is the case with a new supply point from Eskom, Swartland might have to provide a bank guarantee for the energy purchased in case Swartland Defaults or to cover incurred costs in case Swartland decides to terminate the agreement earlier than the anticipated 20 year contract term. The potential value of these guarantees will only be known once the preferred bidder has been identified. Swartland's aim is to ensure there is no additional cost to the municipality and that the arrangement is to the benefit of the municipality.

5. ALIGNMENT WITH THE INTEGRATED DEVELOPMENT FRAMEWORK

The connection of renewable energy generators to the municipal network aligns well with the following strategic goals of the municipality:

- Strategic Goal 3 - Quality and reliable services
- Strategic Goal 4 – A healthy and sustainable environment

6. RECOMMENDATIONS/AANBEVELINGS

English

The report served before the Portfolio Committee: Civil- and Electrical Services on 8 October 2025 and it is recommended:

That cognisance be taken of the progress report in support of the proposed steps/programme that will be followed for the establishment of a Solar Plant on the Klipkoppie.

Afrikaans

Die verslag het op 8 Oktober 2025 voor die Portefeuljekomitee: Siviël- en Elektriese Dienste gedien en daar word aanbeveel:

Dat die Uitvoerende Burgemeesterskomitee kennis neem van die vorderingsverslag ter ondersteuning van die voorgestelde stappe/program wat gevolg sal word vir die vestiging van 'n Son Aanleg op die Klipkoppie.

(get) T Möller

DIRECTOR ELECTRICAL ENGINEERING SERVICE



Klipkoppie Solar Project Progress Feedback

26 September 2025

Background

- Council approved the identification of applicable land for the establishment of a Solar renewable plant
- Included in IDP
- In May 2023 Council gave approval for long term (20 yr) lease of 30ha of Erf 11228, P/327
- MM Mandated to determine a fair and market related value to serve as reserve lease amount
- Public Participation process for the lease of the land concluded
- Lease agreement still to be compiled
- Environmental specialist appointed to do an EIA
- DEADP provided environmental authorization (Solar Exclusion Norm)
- Consent use for land obtained



Progress/1

- Professional Valuer appointed to determine value of the total area and to propose a market related lease amount
 - Property Value R225 000/ha
 - Lease value @6% pa
 - Thus R33 750 per month for 30 ha
- Following discussions with WC DOI and the submission of an application for support, DOI appointed a Transaction Advisory Team (at no cost to SM), to support Swartland, consisting of
 - De Loitte Lead and Financial
 - Webber Wentzel Legal
 - WSP Technical
- Technical studies done considering
 - Existing loading profile
 - Layout of municipal lines and substations
 - Proposed layout of Solar Switching Station



Progress/2

- The TA's arranged a Market Sounding session with Financiers and IPPs to discuss interest in Municipal IPP projects (not SM Specific) and possible issues for consideration by the parties
 - DBSA
 - Standard bank
 - RMB
 - Nedbank
 - Yellow Door Energy
 - Pele Green Energy
 - NOA Group
- Specific issues for consideration
 - Credit enhancing Facilities / bankability & risk
 - Our proposal is to rather talk about guarantees
 - Energy purchases guarantee
 - Early termination guarantee
- Following a site visit WSP is busy with simulations to identify the best fit 30ha for use by the prospective developer
- The identified 30ha to be surveyed, subdivided and registered



Next Steps/Proposed Programme

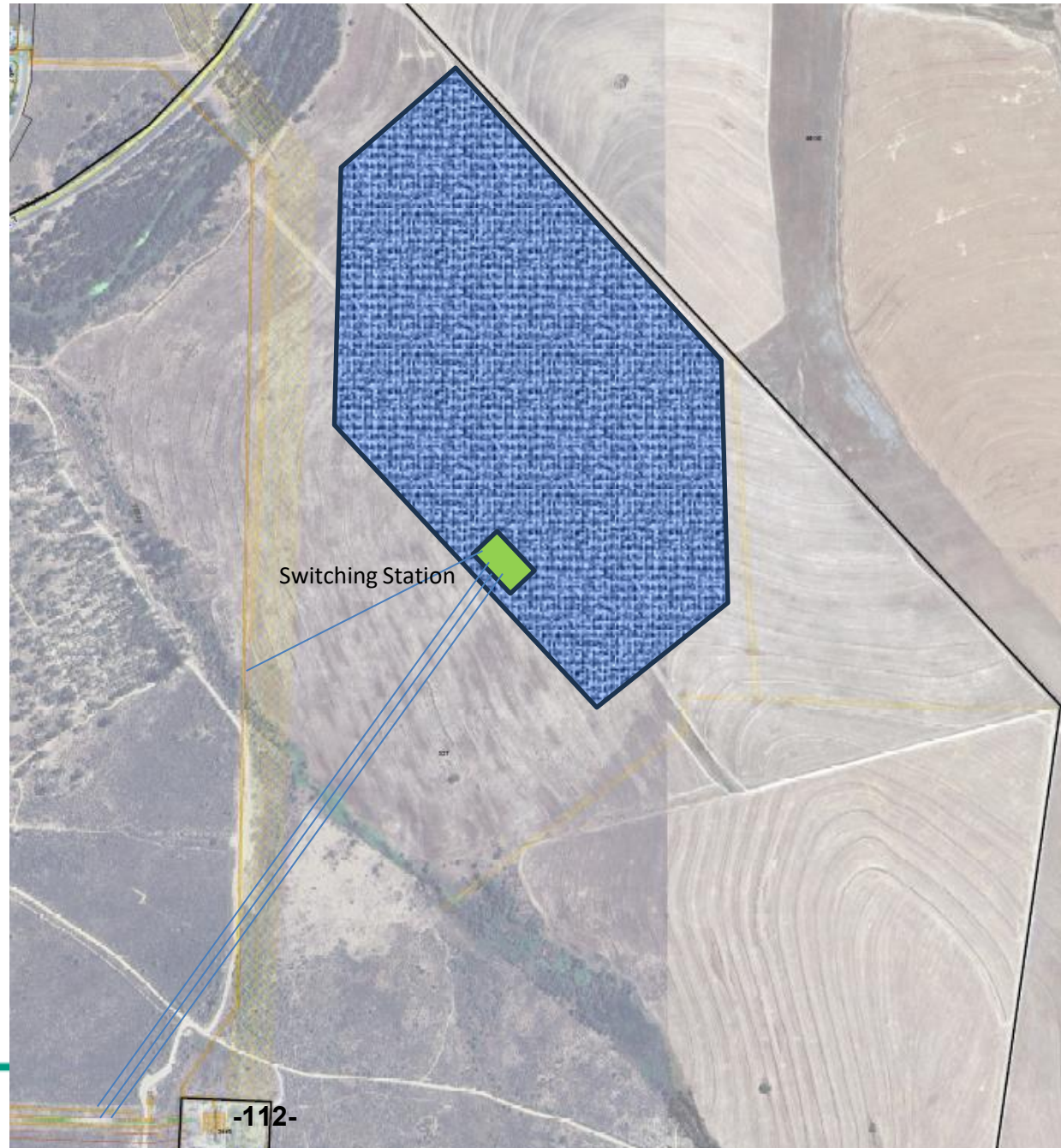
- | | |
|--|-------------|
| • Identified 30ha to be surveyed and subdivided | 30 Oct '25 |
| • Registration to follow | |
| • TAs busy with Value for Money determination | 29 Sep '25 |
| • Project Readiness Report to MM for review | 10 Nov '25 |
| • Submission to EMC | 19 Nov '25 |
| • Recommendation to proceed with Energy Procurement | |
| • Request Permission for Special Council Meeting to get permission to proceed to compile RFP | |
| • Re-affirm Land Lease decision and provide feedback on value determination | |
| • Special Council Meeting (otherwise only in Jan '26) | Nov/Dec '25 |
| • Issue Notice to the Market re upcoming Procurement opportunity | Jan '26 |
| • Develop RFP and Draft PPA for energy Purchase | |
| • Bid Spec Committee | Feb '26 |
| • Issue RFP to the market | Feb '26 |
| • Clarification Meeting | Mar '26 |
| • RFP Closing | Aug '26 |
| • Bid Adjudication with recommendation of preferred bidder | Sep '26 |
| • Negotiate Lease Agreement with preferred bidder | Dec '26 |
| • Negotiate Final PPA | Feb '27 |
| • Section 33 Process for contracting to procure energy from IPP | Feb '27 |
| • Council Approval of agreement | Jun '27 |
| • Commercial and Financial Close | Aug '27 |

Location of Erf 11228 P/327



Preferred Site

- Optimal Location being Modeled
- Eskom Servitude and Wayleaves have an impact on selection
- Impact on usefulness and access to remainder of Erf
- Budget for Grid integration might be required as we would like the switching station to be transferred to Swartland for control and operation.



Some MFMA Legislative Requirements

- Section 33 for long term lease
 - Public Participation completed and MM mandated to deal with the lease amount and agreement. Full Sec 33 to conducted closer to the time
- Asset Transfer Regulations 2008
 - Sec 34 Granting of rights to use, control or manage municipal capital assets
 - Public participation process if > R10 mil
 - Council in principle approval required
 - Sec 35 Public participation if > R10 mil
 - Public
 - NT & PT
 - Sec 40 Conditional Approval of rights to municipal capital assets
 - Type of right, period the way in which it is to be provided
 - Minimum compensation
 - Framework for direct negotiations
 - Sec 41 Granting of rights to use capital assets to be in accordance with disposal management system
 - Irrespective of
 - Value of asset
 - The period
 - Private sector or organ of state
 - May negotiate directly with the private sector
 - Must be able to demonstrate ability to maintain and safeguard the asset
 - Sec 45 Agreements granting rights to be in writing
 - Sec 46 Access to agreements
 - Must be made available in its entirety to Council
 - Not withheld from public
- Section 33 for 20 Yr PPA before Council can approve

Long and Comprehensive Process

- This is a long process with many hoops to jump through
- Not a familiar process for Swartland officials and will require special arrangements or considerations with respect to:
 - Bid Spec Committee
 - Bid Evaluation Committee
 - Bid Adjudication Committee
 - Land Lease agreement
- Some of us won't be here when the process is concluded
- Office bearers to be informed about the process/progress and thus informed and forewarned of pending decisions
 - Portfolio Committee
 - EMC
 - Council





Thank you



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Kantoor van die Munisipale Bestuurder

7 Oktober 2025

5/9/2/7

ITEM 7.6 VAN DIE AGENDA VAN 'N UITVOERENDE BURGEMEESTERSKOMITEE-VERGADERING WAT GEHOU SAL WORD OP 16 OKTOBER 2025

ONDERWERP/SUBJECT:	MEMORANDUM VAN VERSTANDHOUDING MET DIE WES-KAAPSE REGERING / MEMORANDUM OF UNDERSTANDING WITH THE WESTERN CAPE GOVERNMENT: <i>SUSTAINABLE INFRASTRUCTURE DEVELOPMENT AND FINANCIAL FACILITY (SIDAFF)</i>
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1. AGTERGROND

- 1.1 Swartland Municipality is one of the top performing non-metro municipalities selected to benefit from the Western Cape Government's financing initiative, the Sustainable Infrastructure Development and Financial Facility (SIDAFF) Programme.
- 1.2 The programme is coordinated by the Department of Local Government (DLG) and was introduced to address critical challenges faced by municipalities, particularly regarding infrastructure delivery, funding constraints, and governance capacity. With the SIDAFF facility, selected municipalities can combine their respective **water and wastewater projects** into a single portfolio, attracting investment from major international funding institutions that may not typically support smaller-scale, individual projects. The programme will enable the municipalities who stand to benefit from it, to tap into both local and international finance, grants, and donor funding to secure much needed additional resources for key municipal water and wastewater infrastructure.
- 1.3 A total of 17 projects, worth over R2,2 billion, have been identified across Swartland and various other municipalities, and are currently in the prefeasibility (or early planning) stages. This forms part of the R72 million in grant funding secured from the Swiss State Secretariat for Economic Affairs (SECO) and R35 million from the DANIDA Sustainable Infrastructure Finance (DSIF), a division of Investment Fund for Developing Countries (IFU).
- 1.4 The SIDAFF project identified for Swartland amounts to R400 million (indicative) for loan financing to be taken up i.r.o. its Bulk Water Programme, as part of the funding plan for these projects, in line with the overall gearing ratio and debt affordability of the Municipality.
- 1.5 Two Bulk Water projects were identified for the SIDAFF namely:
 - 1.5.1 Upgrading of the Swartland Water Treatment Works
The works were initially constructed in the 1960's, it is nearing full design capacity of 27Ml/d and this project will renew the works and extend treatment capacity to 40Ml/d.
 - 1.5.2 Upgrading of various sections of the Swartland Bulk Water Supply System Various sections of the bulk supply pipeline between the Swartland Water Treatment Works and Darling are at capacity and at the end of design life and this project will upgrade these sections.
- 1.6 Through SIDAFF, Swartland Municipality will receive vital technical support, reduced cost financing, improved project governance, and the accelerated implementation of catalytic infrastructure/...

1.6/...

infrastructure projects. These benefits directly contribute to economic growth, social upliftment, and long-term fiscal sustainability, solidifying Swartland's reputation as a development-friendly municipality.

1.7 The Municipality is required to enter into a Memorandum of Understanding (as per **ANNEXURE A**) i.r.o. SIDAFF Phase 3 in order to formalise the collaboration between the municipalities that intend to pursue pooled financing jointly. Parties to the MoU would be DLG, Provincial Treasury, Swartland, Saldanha, Overstrand. To this end it is required from the Municipality to formalise its commitment by taking a resolution in this regard.

1.8 Further information will be provided at the meeting.

2. RECOMMENDED

That the following be authorised by Council in respect of the SIDAFF Programme:

- (a) The undertaking of long-term debt that extends beyond the current political term (5-year electoral cycle), in compliance with Section 46 of the MFMA.
- (b) Participation in a joint, inter-municipal pooled-blended financing approach under the SIDAFF Programme, subject to due diligence, affordability, and regulatory compliance.
- (c) The Municipality undertakes to submit a certified copy of the signed Council Resolution to the Department of Local Government, Western Cape Government, for inclusion as Annexure A to this MoU. The Municipality further acknowledges that its participation in the SIDAFF Programme Phase 3 is conditional upon the submission of this certified resolution within 30 days of signing the MoU.

AANBEVEEL

Dat die volgende deur die Raad gemagtig word met betrekking tot die SIDAFF-program:

- (a) Die aangaan van langtermynskuld wat verder strek as die huidige politieke termyn (5-jaar verkiesingsiklus), in ooreenstemming met Artikel 46 van die MFMA;
- (b) Deelname aan 'n gesamentlike, intermunisipaal gepoolde/gemengde finansieringsbenadering onder die SIDAFF-program, onderhewig aan behoorlike sorgvuldigheid, bekostigbaarheid en regulatoriese nakoming;
- (c) Die Munisipaliteit onderneem om 'n gesertifiseerde afskrif van die ondertekende Raadsbesluit by die Departement van Plaaslike Regering, Wes-Kaapse Regering, in te dien vir insluiting as Aanhangsel A by hierdie MoU. Die Munisipaliteit erken verder dat sy deelname aan die SIDAFF-program Fase 3 voorwaardelik is op die indiening van hierdie gesertifiseerde besluit binne 30 dae na ondertekening van die MoU.

(get) M S Terblanche

MUNISIPALE BESTUURDER

**MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN THE DEPARTMENT OF LOCAL
GOVERNMENT, WESTERN CAPE GOVERNMENT AND [INSERT MUNICIPALITY NAME] ON
PARTICIPATION IN THE SIDAFF PROGRAMME – PHASE 3**

Between

The Department of Local Government, Western Cape Government

And

[Insert Municipality Name]

1. Purpose

This Memorandum of Understanding (MoU) sets out the mutual intentions and commitments of the Department of Local Government (DLG) and [Insert Municipality Name] (hereinafter “the Municipality”) regarding the Municipality’s participation in Phase 3 of the Sustainable Infrastructure Development and Financial Facility (SIDAFF) Programme.

The purpose of this MoU is to formalise the Municipality’s commitment to:

- Undertake long-term borrowing that may extend beyond the current 5-year term of office, as per Council Resolution and in accordance with section 46 of the Municipal Finance Management Act (MFMA), Act 56 of 2003 as amended.
- Collaborate with other municipalities through a pooled and blended financing modality.
- Support the implementation of bankable, sustainable infrastructure projects aligned with the One Plan/One Budget approach.
- Confirm the Municipality’s intention to align its infrastructure development plans with the Western Cape Infrastructure Framework and other relevant sectoral strategies.

2. Background

The SIDAFF Programme is an initiative of the Western Cape Government, coordinated by the Department of Local Government (DLG), aimed at supporting municipalities in accelerating infrastructure delivery through technical assistance and innovative financing mechanisms. Phase 3 is intended to enable municipalities to access pooled-blended financing mechanisms comprising of grants, loans, and private sector funding and to co-finance catalytic infrastructure projects, including transboundary projects, through long-term debt arrangements under sound financial governance. This includes leveraging capacity-building support, risk mitigation instruments, and project preparation facilities made available through the programme.

3. Council Resolution

The Municipality confirms that a resolution has been adopted by its Council, authorising:

- The undertaking of long-term debt that extends beyond the current political term (5-year electoral cycle), in compliance with Section 46 of the MFMA.
- Participation in a joint, inter-municipal pooled-blended financing approach under the SIDAFF Programme, subject to due diligence, affordability, and regulatory compliance.
- The Municipality undertakes to submit a certified copy of the signed Council Resolution to the Department of Local Government, Western Cape Government, for inclusion as Annexure A to this MoU. The Municipality further acknowledges that its participation in the SIDAFF Programme Phase 3 is conditional upon the submission of this certified resolution within 30 days of signing the MoU.

4. Commitments of the Municipality

The Municipality undertakes to:

- Participate in the development and implementation of catalytic infrastructure projects supported under SIDAFF Phase 3.
- Engage in collaborative planning and joint financing arrangements with other participating municipalities.
- Ensure that all borrowing and financial commitments are compliant with the MFMA and approved through proper governance.
- Provide necessary documentation and financial projections to assess the viability and bankability of proposed projects.
- Engage actively in SIDAFF Programme meetings, assessments, and capacity-building activities.
- Designate a focal point or SIDAFF coordinator within the Municipality to liaise with the Department and other participating stakeholders.

5. Commitments of the Department of Local Government

The DLG undertakes to:

- Provide technical support, coordination, and oversight to ensure alignment of projects with provincial and national priorities.
- Facilitate access to grant funding, debt financing, engagement with development institutions and private sector partners.
- Monitor progress and provide capacity support to ensure compliance with planning, reporting, and financial requirements.
- Facilitate knowledge-sharing platforms, peer learning, and engagement with technical experts to support institutional strengthening and innovation in infrastructure financing.

6. Risk Management and Dispute Resolution

The parties commit to proactive identification, assessment, and management of risks related to the implementation of SIDAFF Phase 3 projects. Any disputes arising from the interpretation or execution of this MoU shall be resolved through good-faith negotiation between the parties.

Should this fail, the matter may be escalated to the Provincial Intergovernmental Dispute Resolution Committee for facilitation or to the Provincial Treasury and the Department of the Premier as part of the intergovernmental dispute resolution framework, where appropriate.

7. Duration and Termination

This MoU shall come into effect upon the date of signature by both parties and shall remain in force until the conclusion of Phase 3 of the SIDAFF Programme or unless terminated in writing by either party with 30 days' notice. Phase 3 of the SIDAFF Programme was launched on 7 February 2025 and will run until **31 March 2026**, unless extended by mutual agreement between the parties.

8. Legal Status

This MoU reflects the shared intention of the parties to collaborate in good faith and does not constitute a legally binding agreement or impose any enforceable obligations, unless otherwise provided for under separate binding contracts or regulations

Signed:

For the Department of Local Government

Name: _____

Designation: Head of Department

Date: _____

For [Insert Municipality Name]

Name: _____

Designation: Municipal Manager

Date: _____



Verslag ♦ Ingxelo ♦ Report

Kantoor van die Munisipale Bestuurder

3 Oktober 2025

12/2/2-8/1

ITEM 7.7 VAN DIE AGENDA VAN 'N UITVOERENDE BURGEMEESTERSKOMITEE-VERGADERING WAT GEHOU SAL WORD OP 16 OKTOBER 2025

ONDERWERP/SUBJECT:	AANVAARDING VAN DEVOLUSIE VAN PROVINSIALE BEHUISINGSEIENDOM: ERF 2632, MALMESBURY ACCEPTANCE OF DEVOLUTION OF PROVINCIAL HOUSING PROPERTY: ERF 2632, MALMESBURY
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1. BACKGROUND

1.1 Attached hereto as **ANNEXURE A** is a letter dated 18 August 2025 from the Western Cape Department of Infrastructure.

1.2 In terms of Section 15(2)(a) of the Housing Act, 107 of 1997, properties that passed to Provinces in terms of the Act and are unsold must be devolved or transferred to the applicable municipality or a beneficiary by a date determined by the National Minister of Human Settlements.

1.3 The deadline for completion of all Housing Fund property devolutions has been extended from 31 March 2025 to 31 March 2027

1.4 The Department of Infrastructure (DoI) confirmed that only one property in Swartland Municipality is flagged for devolution by 2027, namely

- Erf 2632, Malmesbury (Title Deed No: T47347/1982)
- Address: 4 Raven Street, Malmesbury
- Extent: 876 m²
- Current Use: Rental property

1.5 During a virtual meeting held between municipal representatives and Ms Kahmiela August, Chief Director: Human Settlement Planning, the following was conveyed:

1.5.1 Current occupation and status:

- The property was leased to the late Mr Engelbrecht. His widow, Mrs Engelbrecht, remains in occupation. The DoI will conclude a new lease with her, to be ceded to the Municipality once devolution is finalised.
- The property is in good condition, valued at approximately R2.3 million, with no additional financial burden to the Municipality as there is an existing rental credit. Refer **ANNEXURE B** for photos of the property.
- Since it is a post-1994 property, it is not subject to the Enhanced Extended Discount Benefit Scheme (EEDBS), and thus must be devolved to the Municipality.

1.5.2 Administrative Process for Devolution:

- DoI to conclude a new lease with Mrs Engelbrecht.
- On receipt of in-principle confirmation from the Municipality, the State Attorney will draft devolution certificates.
- DoI HOD to approve the devolution.
- DoI to forward the Certificate and Deed of Alienation to the Municipality for Council approval and signing.

1.5.2/...

- Final approval by Dol DDG and State Attorney instruction to transfer.
- New Title Deed to be issued in the Municipality's name.

2. LEGISLATIVE FRAMEWORK

Refer paragraph 1.2 above

3. FINANCIAL IMPLICATIONS

No additional costs will accrue to the Municipality, as the property is self-sustaining through rental income and will become a municipal asset of significant value (R2.3 million).

4. RECOMMENDATION

- 4.1 That the background and statutory framework relating to the devolution of Erf 2632, Malmesbury be noted;
- 4.2 That in principle acceptance of the property's devolution from the Western Cape Department of Infrastructure be endorsed;
- 4.3 That the Municipal Manager (or his nominee) be authorised to
- (a) submit the Municipality's written response to the Dol by 17 October 2025, confirming acceptance of the proposed devolution;
 - (b) engage with the Dol and State Attorney to finalise all legal and administrative steps; and
 - (c) to table the final Deed of Alienation and Devolution Certificate for formal approval, following which the property is to be incorporated into the Municipal Asset Register and managed as part of the Municipality's housing and asset portfolio.

AANBEVELING

- 4.1 Dat kennis geneem word van die agtergrond en statutêre raamwerk rakende die devolusie van Erf 2632, Malmesbury;
- 4.2 Dat die beginsel-aanvaarding van die eiendom se devolusie vanaf die Wes-Kaapse Departement van Infrastruktuur bekragtig word;
- 4.3 Dat die Munisipale Bestuurder (of sy genomineerde) gemagtig word om:
- (a) die Munisipaliteit se geskrewe reaksie aan die Departement van Infrastruktuur teen 17 Oktober 2025 in te dien, waarin die aanvaarding van die voorgestelde devolusie bevestig word;
 - (b) met die Departement van Infrastruktuur en die Staatsprokureur te skakel ten einde alle regs- en administratiewe stappe af te handel; en
 - (c) die finale Transportakte en Devolusiesertifikaat vir formele goedkeuring aan die Raad voor te lê, waarna die eiendom in die Munisipale Bateregister opgeneem en as deel van die Munisipaliteit se behuisings- en bateportefeulje bestuur sal word.

(get) M S Terblanche

MUNISIPALE BESTUURDER



Department of Infrastructure
Kahmiela August
Chief Directorate Human Settlement Planning
Kahmiela.August@westerncape.gov.za | Tel: 021 483 2591

Municipal Manager
Swartland Municipality
Private Bag X52
Malmesbury
7300

ATTENTION: Mr Joggie Scholtz
e-mail: ScholtzJJ@swartland.org.za

Dear Mr Scholtz

COMPLETION DATE FOR HOUSING FUND TRANSFERS OR DEVOLUTIONS (31 MARCH 2025)

In the quarterly Swartland Municipality – Department of Infrastructure (Dol) engagement on 3/10/2025, the Dol flagged that, in terms of section 15(2)(a) of the Housing Act, Act 107 of 1997 (the Act), any property that passed to Provinces in terms of the Act and which has not already been sold, must, subject to certain provisions, be devolved or transferred to the applicable Municipality or a potential beneficiary by no later than a date determined by the National Minister. This date, which denoted when all Housing Fund properties must be either devolved or transferred, was extended from 31 March 2025 to 31 March 2027 by the National Minister of Human Settlements.

The Dol herewith confirms with the Swartland Municipality that, in terms of the information on the Dol Asset / Property Register, **THERE IS ONLY ONE PROPERTY** that is being rented out by this Department, which is flagged for future devolution or transfer. The specific property information relevant to the Municipality is attached as Annexure A.

The Dol and the Swartland Municipality are consequently both obliged by the above-mentioned legislation to ensure that devolution / transfer of this property occurs by the set date of 31 March 2027, which has also been MINMEC endorsed. As such, agreement on the process plan, timeline, roles and responsibilities to ensure the actioning of these matters before the stipulated date is required from the Swartland Municipality. The Department appreciates the support always received from the Swartland Municipality and will be in contact to finalize the intended Swartland Devolution Plan.

Kind regards

Kahmiela August (54163463)

Digitally signed by Kahmiela August (54163463)
Date: 2025.07.21 13:32:14 +02'00'

KAHMIELA AUGUST

Chief Director: Human Settlement Planning
cc: , wildm@swartland.org.za

ANNEXURE B





Verslag ♦ Ingxelo ♦ Report

Kantoor van die Direkteur: Koporatiewe Dienste
08 September 2025
17/9/2/2/2-3
Ward 7

ITEM 7.8 VAN DIE AGENDA VAN 'N UITVOERENDE BURGEMEESTERSKOMITEE-VERGADERING WAT GEHOU SAL WORD OP 16 OKTOBER 2025

SUBJECT:	PROPOSED LEASE OF A CONTAINER AND PREFABRICATED STRUCTURE SITUATED ON A PORTION OF ERF 213, DARLING ROAD, ABBOTSDALE TO ABBOTSDALE SPORTMAN FLYING CLUB
ONDERWERP:	VOORGESTELDE VERHURING VAN 'N SKEEPSVRAGHOUE EN VOORAFVERVAARDIGDE STRUKTUUR GELEË OP 'N GEDEELTE VAN ERF 213, DARLINGWEG AAN ABBOTSDALE SPORTMAN FLYING CLUB

1. BACKGROUND / AGTERGROND

- 1.1 Erf 213 is municipal property, situated in Darling Road, on which the Abbotsdale Community Hall, netball courts, a container and prefabricated structure are located (illustrated on the enclosed locality map marked **Annexure A** and the enclosed images marked **Annexure B**).
- 1.2 The Mayoral Committee on 21 May 2024 approved the lease of the prefabricated structure to the Netball Club for the use thereof as a changing room. This never realised as the club neglected to conclude the lease agreement, noting that numerous follow-ups were made to the club to conclude the lease.
- 1.3 Abbotsdale Sportman Flying Club is utilising the container and applied for the leasing of the prefabricated structure in addition to the container for the purposes of the activities of the club.
- 1.4 The prefabricated structure is currently not in use and not required by the Municipality to deliver the basic minimum services.
- 1.5 Due to the Abbotsdale Sportman Flying Club not having their own clubhouse facility and not having ablution facilities at the container; the club applied for the use of the prefabricated structure including the container to accommodate their need for such facilities. The club however requested in their application letter, marked **Annexure C**, for clarification pertaining to the rental payable, conditions of lease and approval for installation of shelves, chairs and security. The applicant was informed that the container and prefabricated structure will be leased voetstoets and all other costs pertaining to renovations/upgrading of the structures, including equipment, etc. will be for the account of the applicant. The applicant confirmed that they wish to proceed with the lease as proposed and accept the responsibility of maintaining and securing both structures at own cost.
- 1.6 The Ward Councillor of Ward 7, Councillor Williams has no objection to the proposed lease.
- 1.7 The report is therefore submitted to obtain approval for the proposed lease of the container and prefabricated structure situated on a portion of Erf 213 Abbotsdale to the Abbotsdale Sportman Flying Club for a period commencing from 01 November 2025 to 31 October 2026.

2. LEGISLATION / WETGEWING

Council's By-law relating to the Transfer of Municipal Capital Assets, PG 7394 of 2015, as well as the Municipal Asset Transfer Policy (2014), authorise the municipality to – in accordance with its operational needs and strategic objectives – among others –

2./...

- lease capital assets on a long- or short-term by way of negotiation or public competition;
- subject to the provisions of the MATR (Municipal Asset Transfer Regulations), subsidised sale prices or rental rates in respect of capital assets may be determined [Section 4(d) and (e) of By-law].

The policy itself stipulates that immovable property is leased only at market-related prices, unless otherwise determined by the plight of the poor, the public interest as well as the operational and strategic objectives of the municipality. More specifically, this project is embedded in the strategic objectives of the municipality, as mentioned in paragraph 3.

3. LINKING TO THE INTEGRATED DEVELOPMENT PLAN / KOPPELING AAN DIE GEÏNTEGREERDE ONTWIKKELINGSPLAN

This project is directly linked to the Integrated Development Plan as:

- Strategic Goal 1: Community safety and wellbeing

4. FINANCIAL IMPLICATIONS/ FINANSIËLE IMPLIKASIE

The Municipality will receive a rental amount of R120.00 excluding VAT for the lease period.

5. RECOMMENDATION

5.1 That in terms of Regulation 34 of the Municipal Asset Transfer Regulations (MATR), read together with the Municipal Asset Transfer Policy (2014), approval be granted for the lease of the container and prefabricated structure, situated on a portion of Erf 213 Abbotsdale, Darling Road, to the Abbotsdale Sportman Flying Club, subject to the standard conditions of lease and the following further conditions:

5.1.1 That the lease will endure for a period of one year from 01 November 2025 to 31 October 2026;

5.1.2 That a rental amount of R120.00, excluding VAT be payable by the lessee;

5.1.3 That no service consumption charges are payable, unless municipal service connections are installed by and at the cost of the lessee;

5.1.4 That the container and prefabricated structure only be used for meetings and activities associated with the club and for no other purposes;

5.1.5 That approval from ESKOM be obtained by the lessee in terms of electrical services provision;

5.1.6 That the lessee accepts the responsibility for renovations to the container and prefabricated structure including the maintenance thereof at own costs; and

5.1.7 That all administrative, technical and legal requirements be adhered to.

5.2 That in terms of paragraph 13.1.3 of the Asset Transfer Policy, it be recorded that the Club will satisfy a priority need in the community by accommodating members of this club to continue with practising the sport.

5. AANBEVELING

5.1 Dat in terme van Regulasie 34 van Munisipale Bate Oordrag Regulasie, saamgelees met die Munisipale Bate Oordrag Beleid (2014), goedkeuring verleen word vir die verhuring van die skeepsvragehouer en voorafvervaardigde struktuur, geleë op 'n gedeelte van Erf 213 Abbotsdale, Darlingweg aan die 'Abbotsdale Sportman Flying Club', onderworpe aan die standaard voorwaardes asook die volgende voorwaardes:

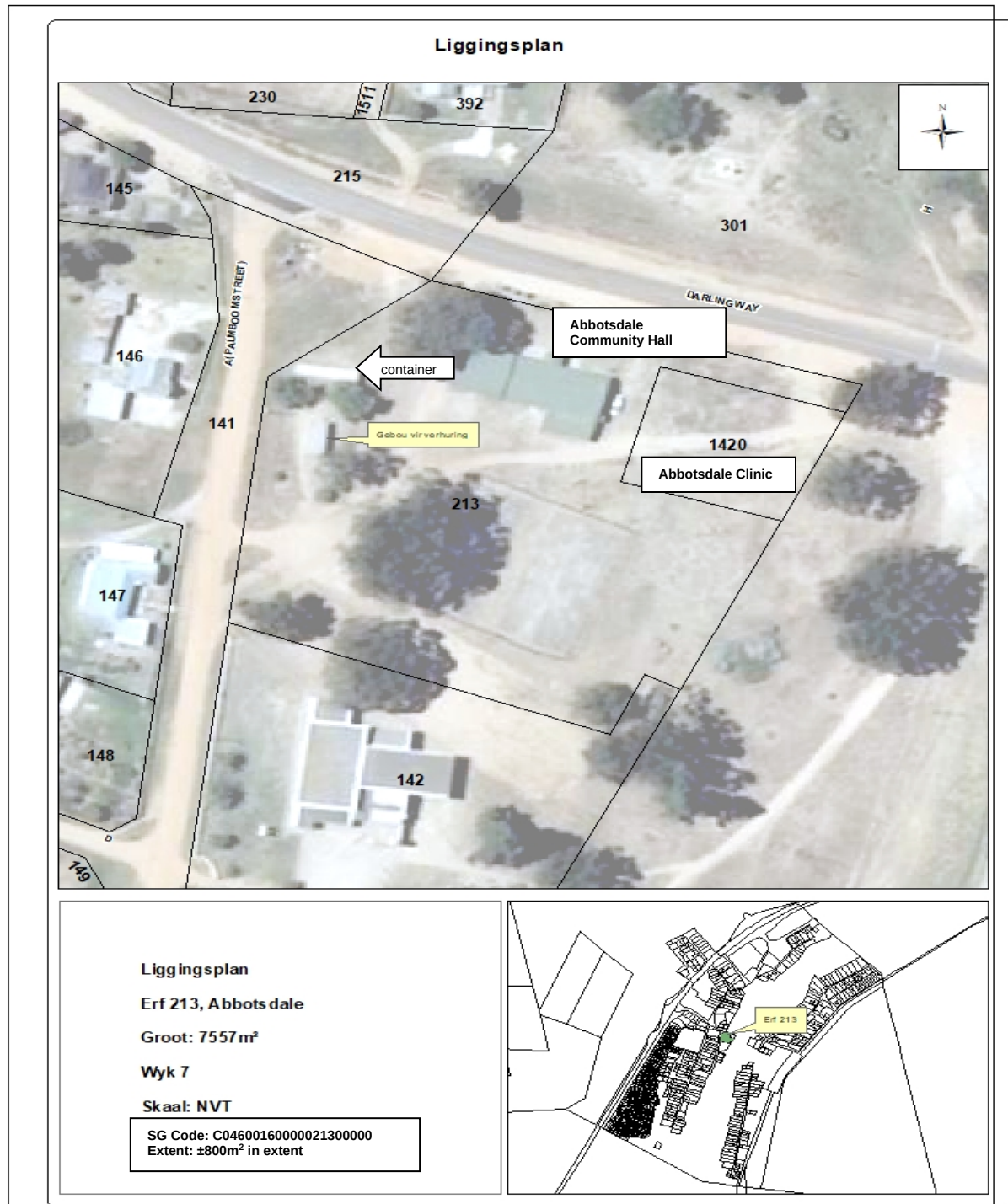
5.1.1 Dat die verhuring vir 'n tydperk van een jaar sal duur vanaf 01 November 2025 tot 31 Oktober 2026;

5.1/...

- 5.1.2 Dat die huurgeld ten bedrae van R120.00 vir die bogenoemde tydperk, BTW uitgesluit, betaalbaar gaan wees deur die huurder;
 - 5.1.3 Dat geen betaling vir diensteverbruik betaalbaar gaan wees, tensy diensteaansluitings deur en op koste van die huurder onderneem word; en
 - 5.1.4 Dat goedkeuring vanaf ESKOM deur die huurder verkry word vir voorsiening van elektriese dienste;
 - 5.1.5 Dat die vragskipshouer en struktuur slegs gebruik mag word vir vergaderings en aktiwiteite wat verband hou met die klub en vir geen ander doel nie;
 - 5.1.6 Dat die huurder die verantwoordelikheid aanvaar vir enige opgraderings/ opknapping aan die skeepsvraghouer asook die struktuur, insluitend die onderhoud daarvan op eie koste; en
 - 5.1.7 Dat alle administratiewe, tegniese en wetlike vereistes nagekom word.
- 5.2 Dat, ingevolge paragraaf 13.1.3 van die Bate Oordrag Beleid, dit geboekstaaf word dat die klub 'n behoefte in die gemeenskap sal bevredig, deurdat die klub geakkommodeer sal word om voort te gaan met die beoefening van die sport.

(get) M S Terblanche

MUNICIPAL MANAGER



**ANNEXURE B: IMAGES OF
PREFABRICATED STRUCTURE &
CONTAINER**







To: Munisipale Bestuurder – Swartland Munisipaliteit

Datum: 23rd June 2025

Aansoek om verhuuring van lee container by Abbotsdale Gemeenskap Saal as Klubhuis,

Namens die Abbotsdale Flying Pigeons Club, rig ons hiermee vriendelik 'n versoek aan die Swartland Munisipaliteit om die lee pre-fabricated structure wat tans op die terrein van die Abbotsdale Gemeenskapsaal staan, aan ons klub te verhuur vir gebruik as klubhuis.

Ons klub is al vir geruime tyd aktief in die gemeenskap en bied 'n positiewe en gestruktureerde platform vir die betrokkenheid van jong en ou inwoners in die sport van duiwewedrenne. Ons het egter tans nie 'n vaste plek van byeenkoms en administrasie nie, en glo dat die container 'n ideale, veilige en toeganklike spasie sal bied om as administratiewe klubhuis en vergaderruimte te dien.

Indien moontlik, versoek ons ook inligting oor die volgende:

1. Die moontlike huurkoers en duur van die ooreenkoms.
2. Vereistes of prosedures wat nagekom moet word.
3. Toestemming vir minimale aanpassings soos rakke, stoele en sekuriteit indien nodig.

Ons onderneem om die fasiliteit netjies, veilig en verantwoordelik te gebruik, en ons is gewillig om enige nodige dokumentasie of verdere besonderhede aan die munisipaliteit te voorsien.

Ons sal nog altyd ons huidige container klubhuis ook gebruik, sodat ons genoeg spasie kan het om ons duive sport te be-oefen.

Ons waardeer u oorweging van hierdie versoek en hoop op 'n positiewe reaksie.

Hoogagterend

Voorsitter

I. Loukes

Clement Lopez
Abbotsdale Flying Pigeons Club
079 977 1496

Sekretaris

Ithriam Leukes
Abbotsdale Flying Pigeons Club

ITEM 7.9 ON THE AGENDA OF THE EXECUTIVE MAYORAL COMMITTEE WHICH WILL BE HELD ON OF 16 OCTOBER 2025.

ONDERWERP: UITSTAANDE DEBITEURE – SEPTEMBER 2025 SUBJECT: OUTSTANDING DEBT – SEPTEMBER 2025
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1. AGTERGROND/BEREDENERING / BACKGROUND/DISCUSSION

Die bylae hierby aangeheg reflekteer die besonderhede van Swarthland Munisipaliteit se uitstaande debiteure vir die tydperk September 2025 en is saamgestel uit die volgende verslae:-

The schedule attached hereto reflects the particulars of Swarthland Municipality's outstanding debt for the period and is composed of the following reports.

- a) Outstanding debt (before levy) Residential / Business / Government / Personnel / Council Members
- b) Outstanding debt (before levy) 150 days and older
- c) Outstanding debt (before levy) 150 days and older - Legal Suite
- d) Outstanding debt (before levy) 150 days and older - Collab
- e) Statistics Cut-Off List

2. WETGEWING / LEGISLATION

- 2.1 Wet op Plaaslike Regering: Munisipale Stelsels Wet 32 van 2000
- 2.2 Local Government: Municipal Finance Management Act 56 of 2003

3. KOPPELING AAN DIE GOP / ALIGNMENT TO THE IDP

For purposes of Revenue Protection with reference to Strategic Outcome 1: A Financial Sustainable Municipality with well Maintained Assets in terms of Chapter 7 of the IDP, more specifically Output 1.1.2 – Maintain and Improve on Debt Collection.

4. FINANSIËLE IMPLIKASIE / FINANCIAL IMPLICATION

- 4.1 Die uitstaande debiteure vir Augustus 2024 R50 523 010 beloop terwyl die uitstaande debiteure vir September 2024 R58 155 806 beloop het en was 'n vermeerdering van R7 632 796.
- 4.2 Die uitstaande debiteure vir Augustus 2025 R59 209 245 beloop terwyl die uitstaande debiteure vir September 2025 R55 710 248 beloop - 'n vermindering van R3 498 997.
- 4.3 Die uitstaande debiteure vir September 2024 R58 155 806 beloop terwyl die uitstaande debiteure vir September 2025 R55 710 248 - 'n vermindering van R2 445 558 in uitstaande debiteure.
- 4.4 Die uitstaande debiteure vir September 2025 is 6.60% van die inkomste uit dienste voor die nuwe maand se heffing terwyl die uitstaande debiteure vir September 2024, 6.89% is van die inkomste uit dienste voor die nuwe maand se heffing.

5. **AANBEVELING / RECOMMENDATION**

Dat die Raad kennis neem van die verslag aangaande die stand van Swartland Munisipaliteit se uitstaande debiteure vir September 2025.

That Council takes cognizance of the report with reference to the state of the outstanding debtors of Swartland Municipality for September 2025.

(get) M Bolton

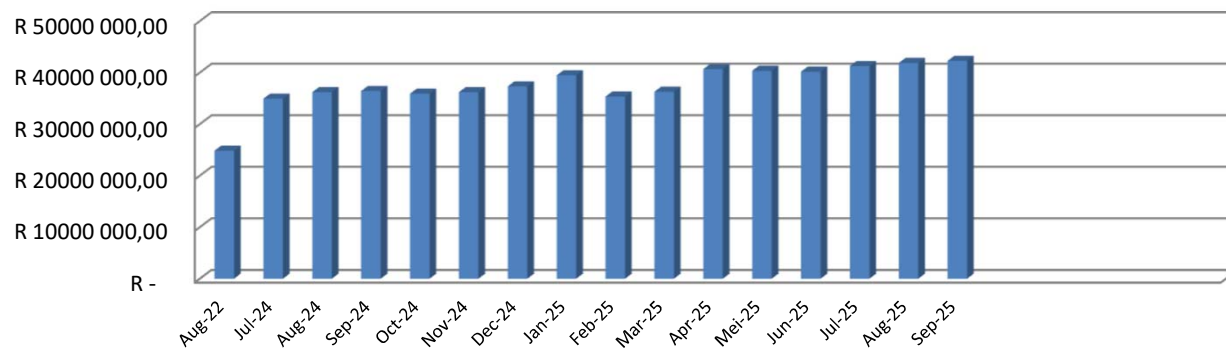
M BOLTON
DIREKTEUR: Finansiële Dienste

OUTSTANDING DEBTORS (FUTURE EXCLUDED) MONTH END RESIDENTIAL - BUSINESS - GOVERNMENT STAFF - COUNCILLOR SEP 2025									2025/2026 OUTSTANDING DEBTORS AS % OF TOTAL BUDGETED SERVICE CHARGES	2024/2025 OUTSTANDING DEBTORS AS % OF TOTAL BUDGETED SERVICE CHARGES
Months	Deviation same month of corresponding months of the previous year. (-) is a positive number	Total Debt	Residential	Business	Government	Staff	Councillors	Comments	R 968 415 007	R 843 841 136
July-24	R 8 582 930	R 48 659 937	R 41 440 303	R 2 921 795	R 4 295 375	R 2 464	R 6 847	EFT payments day after month end received amounted to R2 012 534,51 (OTM account) and R0.00 (Sundries account). The businesses outstanding amounted to R2 921 795,34 Staff outstanding in the amount of R2463,96 Three (3) Staff member have outstanding accounts. 2 x Pre-Paid electricity & 1 vacant plot - 1 Councillors in arrears to the amount of R 6 847,34 - The Government outstanding amounted to R4 295 374,77 as a result of annual rates. The amount of R 0,0 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		5,77%
Aug-24	R 9 110 540	R 50 523 010	R 43 908 410	R 2 941 777	R 3 659 221	R 13 603	R 1 375	EFT payments day after month end received amounted to R1 429 470,15 (OTM account) and R0.00 (Sundries account). The businesses outstanding amounted to R2 941 777 Staff outstanding in the amount of R13 602,62 Four (4) Staff member have outstanding accounts. 2 x Pre-Paid electricity & 1 rates account, and 1 x Eskom area - 1 Councillor in arrears to the amount of R1 375,21 - The Government outstanding amounted to R3 659 221 as a result of annual rates. The amount of R 611 563,48 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		5,99%
Sep-24	R 15 227 644	R 58 155 806	R 47 336 980	R 8 935 137	R 1 880 680	R 3 009	R 3 716	EFT payments day after month end received amounted to R2 080 716,99 (OTM account) and R5 626 321,07 (Sundries account). The businesses outstanding amounted to R8 935 136,87 Staff outstanding in the amount of R3 008,84 Four (4) Staff members have outstanding accounts. 2 x Pre-Paid electricity & 2 rates account, and - 2 Councillors in arrears to the amount of R 3716,08 - The Government outstanding amounted to R1 880 679,96 as a result of annual rates. The amount of R 650 060,80 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		6,89%
Oct-24	R 295 508	R 48 241 744	R 46 834 121	R 2 834 682	R -1 429 827	R 2 768	R 846	EFT payments day after month end received amounted to R1 349 987,63 (OTM account) and R0 (Sundries account). The businesses outstanding amounted to R2 834 682,15 Staff outstanding in the amount of R2 767,89 , Three (3) Staff members have outstanding accounts. 2 x Pre-Paid electricity & 1 rates account, and - 1 Councillor in arrears to the amount of R 846,43 - The Government outstanding amounted to -R1 429 827,23 as a result of annual rates. The amount of R 93 074,14 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		5,72%
Nov-24	R 1 636 590	R 51 005 913	R 48 100 847	R 2 949 005	R -53 240	R 9 301	R 3 073	EFT payments day after month end received amounted to R1 707 071,93 (OTM account) and R0 (Sundries account). The businesses outstanding amounted to R2 949 005,10 Staff outstanding in the amount of R9 301 , Four (4) Staff members have outstanding accounts. 1 x Pre-Paid electricity, 1 x Conventional, 1 X Eskom & 1 rates account, and - 3 Councillors in arrears to the amount of R 3 073 - The Government outstanding amounted to -R53 240,46 as a result of annual rates paid in advance. The amount of R 63 359,04 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		6,04%
Dec-24	R 8 211 987	R 55 797 427	R 50 782 712	R 3 720 208	R 1 290 522	R 3 984	R 4 274	EFT payments day after month end received amounted to R1 241 706,42 (OTM account) and R0 (Sundries account). The businesses outstanding amounted to R3 720 208,20 Staff outstanding in the amount of R3983,97 , One (1) Staff member have outstanding accounts, 1 X Eskom account, and - 2 Councillors in arrears to the amount of R 4 273,68 - The Government outstanding amounted to R1 290 522,45 as a result of annual rates and service charges. The amount of R0,00 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		6,61%
Jan-25	R 4 653 600	R 58 020 476	R 53 782 654	R 3 688 628	R 545 275	R 3 920	R 6 916	EFT payments day after month end received amounted to R954 787,37 (OTM account) and R0 (Sundries account). The businesses outstanding amounted to R3 688 627,65 Staff outstanding in the amount of R3919,70 , Four (4) Staff members have outstanding accounts. 2 x Pre-Paid electricity, 1 X Eskom & 1 rates account, and - Four (4) Councillors in arrears to the amount of R 6 916,17 - The Government outstanding amounted to R545 274,60 as a result of annual rates and service charges. The amount of R21 272,46 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		6,88%

Feb-25	R	-3 360 379	R	50 855 566	R	46 687 957	R	2 677 325	R	1 490 284	R	-	R	6 077	EFT payments day after month end received amounted to R 838 369,80 OTM account) and R0 (Sundries account). The businesses outstanding amounted to R2 677 325,04 Three (3) Councillors in arrears to the amount of R 6 076,97 - The Government outstanding amounted to R1 490 284,14 as a result of annual rates and service charges. The amount of R11 768,75 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		6,03%
Mar-25	R	7 501 556	R	55 342 949	R	50 075 777	R	2 830 961	R	2 432 825	R	3 386	R	2 194	EFT payments day after month end received amounted to R 1 578 848,09 OTM account) and R0 (Sundries account). The businesses outstanding amounted to R2 830 961,24 Staff outstanding in the amount of R3 385,59, Two (2) Staff members have outstanding accounts. 1 x Pre-Paid electricity, 1 X Eskom , and One (1) Councillor in arrears to the amount of R 2 194,21 - The Government outstanding amounted to R2 432 825,11 as a result of annual rates and service charges. The amount of R2 005 435,68 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		6,56%
Apr-25	R	12 489 035	R	62 850 875	R	52 815 539	R	4 642 543	R	5 382 780	R	10 013	R	-	EFT payments day after month end received amounted to R 2 323 518,86 OTM account) and R0 (Sundries account). The businesses outstanding amounted to R4 642 542,64 Staff outstanding in the amount of R10 013,03, Three (3) Staff members have outstanding accounts. 1 x Pre-Paid electricity, 2 X Eskom , - The Government outstanding amounted to R5 382 779,99 as a result of annual rates and service charges. The amount of R544 329,54 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		7,45%
Mei-25	R	8 277 959	R	60 154 784	R	52 678 364	R	2 611 172	R	4 865 248	R	-	R	-	EFT payments day after month end received amounted to R 1 712 428,28 OTM account) and R0 (Sundries account). The businesses outstanding amounted to R2 611 172,17 ,- The Government outstanding amounted to R4 865 248,14 as a result of annual rates and service charges. The amount of R557 506,40 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		7,13%
Jun-25	R	7 040 755	R	54 071 694	R	48 787 017	R	3 626 153	R	1 657 758	R	766	R	-	EFT payments day after month end received amounted to R 1 420 838,33 OTM account) and R0 (Sundries account). The businesses outstanding amounted to R3 626 152,64 Staff outstanding in the amount of R766,15 , One (1) Staff member have outstanding accounts. 1 x Pre-Paid electricity- The Government outstanding amounted to R1 657 757,92 as a result of annual rates and service charges. The amount of R282 314,51 is added to the outstanding debtors because of property rates that changed on request from monthly to annually whose future has been cancelled.		6,41%
Jul-25	R	2 741 222	R	51 401 159	R	48 404 583	R	1 319 998	R	1 676 578	R	-	R	-	EFT payments day after month end received amounted to R 1 250 049,17 OTM account) and R0 (Sundries account). The businesses outstanding amounted to R1 319 998,29 , The Government outstanding amounted to R1 676 577,63 as a result of annual rates and service charges. R0 has been added to the outstanding debtors for changes from monthly to annually on property rates charges.	6,09%	
Aug-25	R	8 686 235	R	59 209 245	R	52 771 700	R	1 970 173	R	4 466 316	R	1 056	R	-	EFT payments day after month end received amounted to R 1 920 618,59 OTM account) and R0 (Sundries account). The businesses outstanding amounted to R1 970 173,20 Staff outstanding in the amount of R1 055,72 , One (1) Staff member have outstanding accounts. 1 x Pre-Paid electricity- The Government outstanding amounted to R4 466 316,18 as a result of annual rates and service charges. R1 194 256,14 has been added to the outstanding debtors for changes from monthly to annually on property rates charges.	7,02%	
Sep-25	R	-2 445 558	R	55 710 248	R	55 475 530	R	3 185 753	R	-2 954 004	R	2 969	R	-	EFT payments day after month end received amounted to R1 734 578,04 OTM account) and R0 (Sundries account). The businesses outstanding amounted to R 3 185 752,63 Staff outstanding in the amount of R2 969 , Three (3) Staff member have outstanding accounts. 2 x Pre-Paid electricity & 1 Eskom area - The Government outstanding amounted to -R 2 954 003,90 as a result of annual rates and service charges. R443 803,78 has been added to the outstanding debtors for changes from monthly to annually on property rates charges.	6,60%	

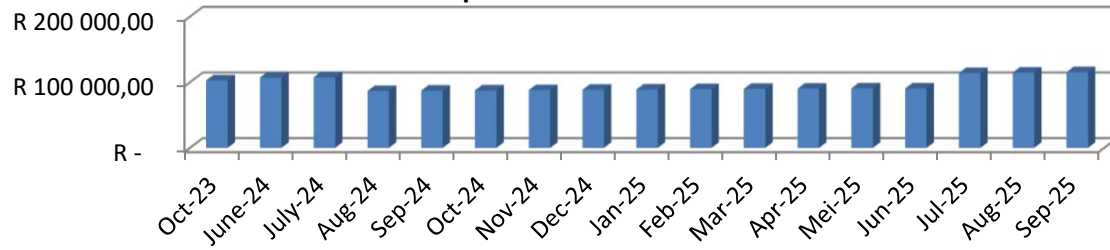
OUTSTANDING DEBT 150 DAYS & OLDER Before Levy (MONTH END) SEP 2025		Comparative Period 2024- 2025	
Month	Before Levy		
Jul-24	R 34 936 408,57	R	3 938 055,56
Aug-24	R 36 199 964,22	R	5 279 383,28
Sep-24	R 36 428 410,87	R	5 445 366,78
Oct-24	R 35 909 706,51	R	4 765 873,95
Nov-24	R 36 201 547,15	R	5 070 758,29
Dec-24	R 37 329 786,41	R	6 192 247,15
Jan-25	R 39 470 057,15	R	6 817 111,94
Feb-25	R 35 354 435,70	R	1 636 479,58
Mar-25	R 36 285 924,50	R	4 783 971,67
Apr-25	R 40 671 310,38	R	7 945 820,52
Mei-25	R 40 354 016,53	R	6 248 762,29
Jun-25	R 40 189 318,13	R	6 505 943,90
Jul-25	R 41 278 806,38	R	6 342 397,81
Aug-25	R 41 882 746,44	R	5 682 782,22
Sep-25	R 42 275 131,10	R	5 846 720,23

**OUTSTANDING DEBT
150 DAYS & OLDER
Before Levy(MONTH END)
Sep 2025**



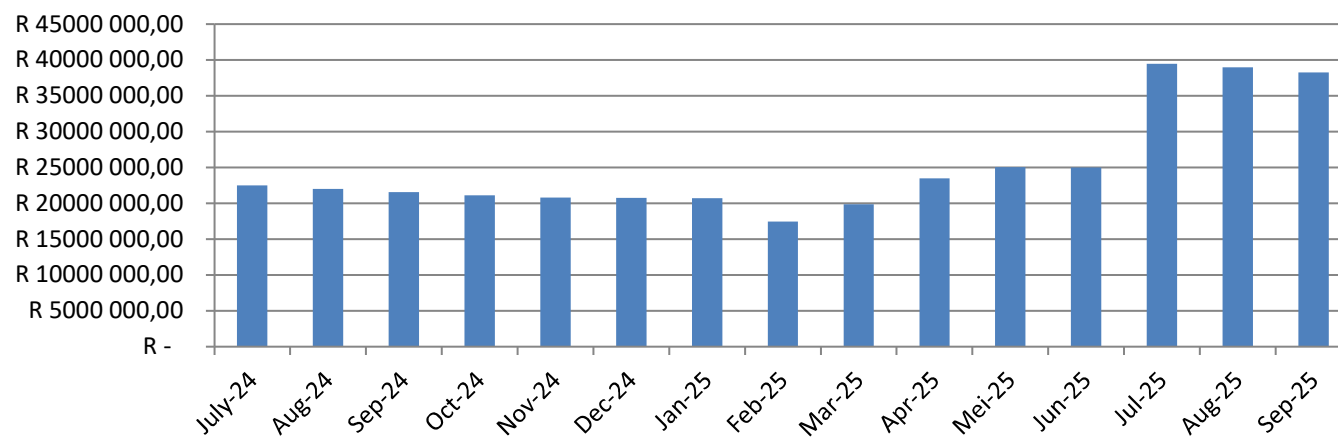
OUTSTANDING DEBT 150 DAYS & OLDER Before Levy (MONTH END) - Legal Suite Sep 2025			Comparative Period 2024-2025	
Month	Before Levy			
June-24	R	107 096,50	R	6 231,13
July-24	R	107 638,60	R	6 283,48
Aug-24	R	86 707,12	R	-15 048,45
Sep-24	R	87 151,33	R	-15 104,75
Oct-24	R	87 595,54	R	-15 182,34
Nov-24	R	88 039,63	R	-15 260,07
Dec-24	R	88 483,72	R	-15 359,12
Jan-25	R	88 927,90	R	-15 458,10
Feb-25	R	89 372,08	R	-15 556,02
Mar-25	R	89 816,12	R	-15 654,08
Apr-25	R	90 251,42	R	-15 760,88
Mei-25	R	90 686,72	R	-15 867,68
Jun-25	R	90 426,28	R	-16 670,22
Jul-25	R	114 051,73	R	6 413,13
Aug-25	R	114 685,76	R	27 978,64
Sep-25	R	115 320,02	R	28 168,69

**OUTSTANDING DEBT
150 DAYS & OLDER
Before Levy(MONTH END)
- Legal Suite
Sep 2025**

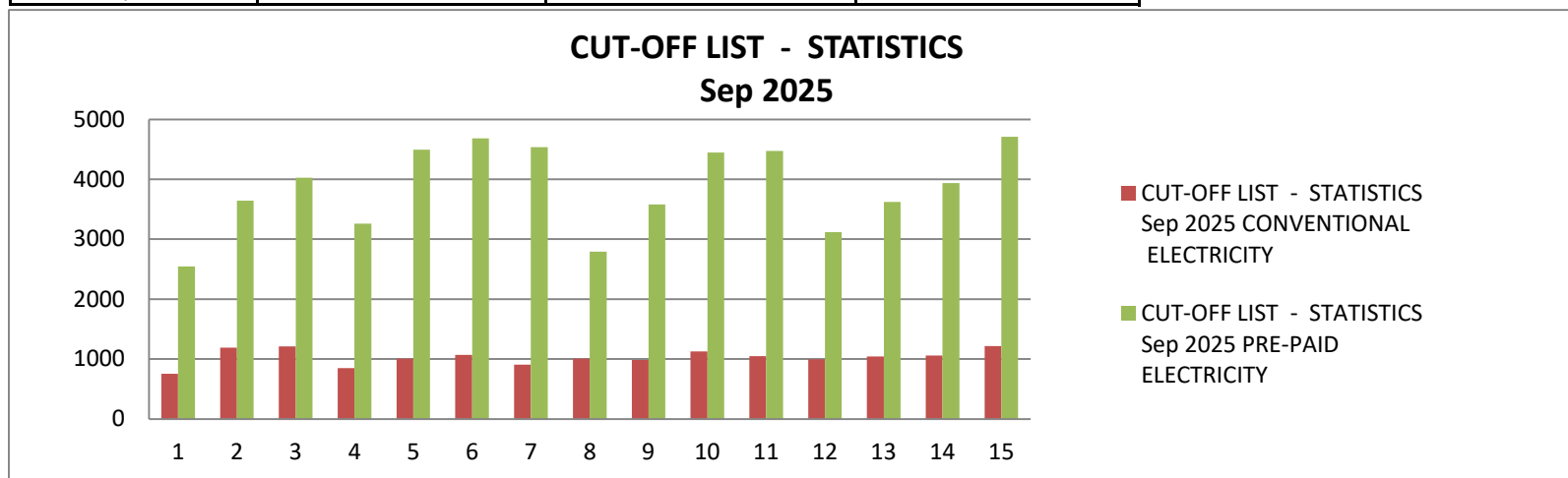


OUTSTANDING DEBT 150 DAYS & OLDER Before Levy (Month End) Collab Sep-25		Comparative Period 2024 - 2025	
Month	Before levy		
July-24	R 22 471 881,95	R	2 821 834,26
Aug-24	R 22 001 736,68	R	1 894 130,35
Sep-24	R 21 540 334,87	R	1 389 872,44
Oct-24	R 21 110 632,37	R	1 325 620,15
Nov-24	R 20 787 838,35	R	1 465 601,99
Dec-24	R 20 744 582,96	R	1 607 861,68
Jan-25	R 20 695 589,41	R	1 701 769,25
Feb-25	R 17 447 429,18	R	1 700 405,86
Mar-25	R 19 864 552,99	R	2 316 386,92
Apr-25	R 23 485 601,50	R	3 856 921,99
Mei-25	R 25 015 178,89	R	2 697 835,72
Jun-25	R 24 975 115,76	R	3 122 020,63
Jul-25	R 39 462 800,86	R	16 990 918,91
Aug-25	R 38 967 795,14	R	16 966 058,46
Sep-25	R 38 228 718,87	R	16 688 384,00

OUTSTANDING DEBT 150 DAYS & OLDER Before Levy (Month End) Collab Sep 2025



CUT-OFF LIST - STATISTICS Sep 2025			
MONTHS	CONVENTIONAL ELECTRICITY	PRE-PAID ELECTRICITY	COMMENCEMENT DATE PHYSICAL CUT-OFF
July-24	755	2545	12 Aug 2024
Aug-24	1193	3645	9 Sep 2024
Sep-24	1212	4027	14 Oct 2024
Oct-24	850	3259	11 Nov 2024
Nov-24	1007	4492	9 Des 2024
Dec-24	1071	4683	15 Jan 2025
Jan-25	910	4536	10 Feb 2025
Feb-25	1006	2790	10 Mrt 2025
Mar-25	989	3578	8 April 2025
Apr-25	1128	4444	8 Mei 2025
Mei-25	1047	4470	10 Junie 2025
Jun-25	996	3118	8 Julie 2025
Jul-25	1042	3621	11 Augustus 2025
Aug-25	1059	3937	9 September 2025
Sep-25	1219	4706	8 Oktober 2025



ITEM: 7.10 ON THE AGENDA OF THE EXECUTIVE MAYORAL COMMITTEE WHICH WILL BE HELD ON 16 OCTOBER 2025.

ONDERWERP: VORDERING MET UITSTAANDE VERSEKERINGSEISE
SUBJECT: OUTSTANDING INSURANCE CLAIMS PROGRESS

1. AGTERGROND/BEREDENERING / BACKGROUND/DISCUSSION

Effective and sound asset management is critical to any business environment whether in the private or public sector. Asset safekeeping in the main, involves, whilst not limited to the latter, the protection and safeguarding of assets against potential damage, theft, and safety risks, whilst insurance cover provides selected and limited coverage for the accidental loss of the asset value.

2. WETGEWING / LEGISLATION

Section 63 of the Local Government: Municipal Finance Management Act, 2003 (Act no. 56 of 2003)

3. KOPPELING AAN DIE GOP / ALIGNMENT TO THE IDP

Verwys na 1.4.1 van die GOP/ Refer to 1.4.1 of the IDP

"Maintain and utilise assets effectively and efficiently- Implement an asset register that complies with Generally recognised Accounting Practice (GRAP) standards. In an effort to establish an asset management programme, compile a maintenance plan linked to the asset register, calculate escalated replacement cost of assets, and establish operating costs of assets and compare to standard."

4. FINANSIËLE IMPLIKASIE / FINANCIAL IMPLICATION

Excess	1 July 2025 – 30 September 2025	:R 44 288.51 (paid)
Excess	Outstanding claims	:R325 000.00 (outstanding)

5. AANBEVELING / RECOMMENDATION

Voorgelê vir u kennisname/
Tabled for cognisance

.....
(Get) M BOLTON
DIREKTEUR: Finansiële Dienste

OUTSTANDING CLAIMS: COUNCIL

Reference Number	Claim number	Directorate	Date of Incident	Date of Claim Registered	Nature of Damage/ Loss	Amount of Claim	Excess Payment	Comments
2025/16	CLGRMUM-905370	Fire	10/11/2024	10/12/2024	CK33648, Motor Damaged	80 747,12	35 000,00	While fire fighting personnel were actively working to extinguish a fire at a residential property, a portion of the crowd began throwing stones at the firefighters and the fire truck. As a result, the fire truck sustained significant damage. Quotations were sent to the assessor on 20 February 2025. This is a SASRIA claim. The municipal insurance management resolved an updated claim amount which has been evaluated by an assessor and the cost of the repairs to the vehicle amounts to R80 747.12. Confirmation to repair the vehicle was received on 15 September 2025. The vehicle is scheduled for repairs on 13 October 2025.
2025/46	CLGRMUM-913186	Civil: Water	16/03/2025	06/05/2025	Property Damage, Riebeek Kasteel Reservoir	38 503,25	20 000,00	The cable running between the telemetry panel and the reservoir has been stolen and vandalised. An assessor was appointed on 25 June 2025 and such report is still outstanding. The claim is currently being evaluated by a Loss Adjuster, who was appointed on 8 August 2025, and the assessment report is still outstanding.
2026/02	CLGRMUM-914548	Traffic	30/06/2025	10/07/2025	Property Damage, Moorreesburg Test station	67 064,55	25 000,00	While the officials attempted to close the workshop doors at the Moorreesburg test station, the doors would not move. Upon further inspection, they discovered that the bottom sections of the doors were damaged. An assessor was appointed on 17 July 2025 such report was submitted to Guardrisk on 29 September 2025.
2026/09		Civil: Parks	31/07/2025	14/08/2025	CK26599, Motor Glass	outstanding		A stone reflected from a third-party vehicle and struck the windscreen of CK26599 (Tractor). Confirmation from the insurer to replace the windscreen was received on 18 August 2025. Glassfit is in the process of sourcing relevant glass for the side window. Fleet is following up regularly, but due to the unique size, the replacement is still outstanding.
2026/10	SWA-005-C-2526	Civil: Parks	22/07/2025	15/08/2025	Property Damage, Malmesbury Swimming pool	20 871,69	10 000,00	On 22 July 2025, the responsible official discovered that a break-in had occurred at the Malmesbury swimming pool. Vandalism and theft occurred at the swimming pool after unauthorised entry was gained through a security gate as well as the disabled toilet door. An assessor was appointed on 29 September 2025 and such report is still outstanding.
2026/12	CLGRMUM-917109	Civil: Water	20/08/2025	25/08/2025	Property Damage, Wesbank Reservoir	357 874,28	100 000,00	On 20 August 2025, the water department discovered burglary at the pump station and the chlorine pump station at Wesbank Reservoir site. Various items were stolen and vandalised. Locks were broken and safety gates were cut open. The claim is currently being evaluated by a Loss Adjuster, who was appointed on 16 September 2025, and the assessment report is still outstanding.
2026/13	CLGRMUM-916609	Libraries	26/08/2025	28/08/2025	Property Loss, Darling Library	outstanding	10 000,00	Upon arriving for duty, the librarian at the Darling North library noticed that something had been pulled underneath the fence. A few hours later the official discovered that the air conditioner had been stolen. On 23 September 2025 the outstanding documents were submitted to the insurer in support of the claim. The insurance will appoint their own supplier for the replacement of the air conditioner.
2026/14	CLGRMUM-917180	Civil: Water	29/08/2025	08/09/2025	Property Loss, Wesbank Tower Telemetry	307 333,06	100 000,00	On 29 August 2025, the Water Department discovered that a burglary had occurred at the Wesbank Tower site. Several items were stolen and vandalised, locks were broken, and safety gates were cut open. The claim is currently under evaluation by a Loss Adjuster, appointed on 25 September 2025, and the assessment report is still pending.
2026/15	SWA-011-C-2526	Civil: Water	05/09/2025	18/09/2025	Property Loss, Panorama Reservoir	38 578,42	20 000,00	The telemetry unit and its associated cables were vandalised and stolen during the weekend of 5–8 September 2025. The matter was referred to Guardrisk on 23 September 2025 for further evaluation.
2025/16	CLGRMUM-918049	Protection: Traffic	10/09/2025	23/09/2025	CK37324, Motor Damage	24 616,91	5 000,00	The official reversed out of the parking bay located in front of the office on Disa Street, Malmesbury. While reversing, he did not notice a vehicle positioned behind him and continued to reverse. He only became aware of the other vehicle upon hearing a hooter, coinciding with the moment of impact with a vehicle approaching from the shop opposite the office. The claim is subject to an assessment by the insurance and such appointment is still outstanding at the time of this report.
						935 589,28	325 000,00	

FINALISED CLAIMS

Number	Claim number	Directorate	Incident	Registered	Nature of Damage/ Loss	Amount of Claim	Excess Payment	Comments
2025/41	CLGRMUM-910451	Civil: Parks	01/04/2025	08/04/2025	Property Damaged: Riebeek Wes Cemetery/Clubhouse	28 625,50	25 000,00	The excess invoice of R25 000,00 for settlement on the claim was paid to Guardrisk on 12 September 2025.
2026/05	CLGRMUM-916195	Civil: Sewerage	31/07/2025	01/08/2025	CK50648, Motor Damage	47 400,11	5 000,00	The excess amount was paid to the supplier on 19 September 2025.
2025/50	CLGRMUM-913531	Municipal Property	13/05/2025	09/06/2025	Air conditioners, M/bury Municipal Head office	131 800,00	25 000,00	The excess invoice of R25 000,00 for settlement on the claim was paid to Guardrisk on 30 September 2025.
						207 825,61	55 000,00	



Verslag □ Ingxelo □ Report

Office of Directorate: Civil Engineering
John Barlow

17 September 2025

ITEM 7.11 FOR AGENDA OF EXECUTIVE MAYORAL COMMITTEE TO BE HELD ON 16 OCTOBER 2025

SUBJECT: DEVIATION FROM PRESCRIBED PROCUREMENT PROCEDURES: REPAIR WORK UD 85 NISSAN, CK 14865

1. BACKGROUND.

The Municipality deploys a UD 85 Nissan, CK 14865, in the Streets and Stormwater Division in Darling. The details of the Truck is as follow:

Registration Number	CK 14865	Division	Streets and Storm water Darling
Description	Nissan UD 85	Km's/Hours	271 600
Year	2011	Due replacement	The replacement is scheduled financial year 2026 / 2027

CK 14865 was sent to UD Truck Malmesbury after failing roadworthy test. During inspection, the following defects were identified: exhaust brake lever system found to be worn and non-complaint replacement required. Tie rod ends front wheels: excessive play detected replacement necessary to meet roadworthy standards. The vehicle was sent to UD Trucks Malmesbury for a quotation.

The Municipality was supplied with a quotation to the amount of R 38 694.09 excluding VAT.

The Supply Chain Management Policy states, for the procurement of goods and services for any amount higher than R 30,000.00 (including VAT), a formal tender process must be followed. However, the Municipal Manager has approved that UD Trucks be appointed in terms of paragraph 2(6)(d) of the SCM Policy, for the repairs of CK 14865, as they are the authorised agents for UD trucks.

2. LEGISLATION

The Supply Chain Management Policy under paragraph 2(6)(d) states that: repairs and servicing of vehicles, where the vehicles must be repaired and or serviced by the relevant agency/authorized dealer or manufacturer.

3. FINANCIAL IMPLICATIONS

The expenditure will be allocated to the vehicle repair vote number 9/4-43-5 and there is sufficient funding available for the quoted amount.

4. ALIGNMENT WITH THE 2023 INTEGRATED DEVELOPMENT PLAN

The provision of waste removal services aligns with Strategic Goal 3: Quality and reliable services of the IDP.

5. RECOMMENDATION

- 5.1 That cognisance be taken that the Municipal Manager has approved the repairs to the exhaust brake system and tie rod ends of CK41865 for the amount of R 38 694.09 excluding VAT by UD Trucks Malmesbury.
- 5.2 That cognisance be taken that in terms of paragraph 2(6) (d) of the SCM Policy a formal tender process was not followed, as UD Trucks is the agent for Nissan vehicles.
- 5.3 That it be noted that the expenditure will be allocated to mSCOA Code: 9/4-43-5 and that there is sufficient funding available for the quoted amount of R 38 694.09 excluding VAT.
- 5.4 That the Manager: Financial Statements and Control be instructed to include the above reason as a note to the financial statements when compiled.

(get) L D Zikmann

DIRECTOR: CIVIL ENGINEERING SERVICES
JB/vp

-



Verslag □ Ingxelo □ Report

Office of Directorate: Civil Engineering
3 October 2025

6/1/2/1

ITEM 7.12 FOR AGENDA OF EXECUTIVE MAYORAL COMMITTEE TO BE HELD ON 16 OCTOBER 2025

SUBJECT: DEVIATION FROM PRESCRIBED PROCUREMENT PROCEDURES: REPAIR WORK TO COMPACTOR TRUCK CK 44823

1. BACKGROUND.

The Municipality deploys compactor truck CK44823 for refuse collection in Darling and Yzerfontein. The details of the truck are as follows:

Registration Number	CK 44823	Division	Refuse removal, Darling and Yzerfontein
Description	UD 330 Quester Refuse Compactor	Km's/Hours	241 623
Year	2018	Due replacement	Not in next 5 years

CK44823 transmission started slipping between its 3rd and 4th gears and was taken to HD Transmissions, the authorised transmission support agents for Allison Transmissions, for assessment. It was determined that the solenoids required replacement and the valve body needed to be modified. The Municipality was supplied a quote of R 45,352.92 excluding VAT.

CK44823 is not due for replacement in the next five (5) years. The truck is essential for refuse removal services and the service will be severely impaired should the truck be out of service for an extended period. Repairs to the compactor body of the CK44823 is therefore warranted.

The Supply Chain Management Policy states that for the procurement of goods and services for any amount higher than R 30,000.00 (including VAT), a formal tender process must be followed. However, the Municipal Manager has approved that HD Transmissions be appointed in terms of paragraph 2(6)(g) of the SCM Policy for the replacement of solenoids and modification to the valve body on the transmission of compactor truck CK 44823 as they are authorised support agents for Allison transmissions in the Western Cape.

2. LEGISLATION

The Supply Chain Management Policy under paragraph **2(6)** states that: *This Policy, except where provided otherwise, does not apply in respect of: (g) machinery or other equipment serviced and repaired by the agent of that machinery or equipment.*

3. FINANCIAL IMPLICATIONS

The expenditure will be allocated to the vehicle repair vote number 9/4-60-5 and there is sufficient funding available for the quoted amount.

4. ALIGNMENT WITH THE 2023 INTEGRATED DEVELOPMENT PLAN

The provision of waste removal services aligns with Strategic Goal 3: Quality and reliable services of the IDP.

5. RECOMMENDATION

- 5.1 That cognisance be taken that the Municipal Manager has approved the repair of the transmission of compactor truck CK 44823 for the amount of R 45,352.92 excluding VAT by HD Transmissions.
- 5.2 That cognisance be taken that in terms of paragraph 2(6)(g) of the SCM Policy a formal tender process was not followed as HD Transmissions is a support agent for Allison Transmissions in the Western Cape.
- 5.3 That it be noted that the expenditure will be allocated mSCOA Code: 9/4-60-5 and that there is sufficient funding available for the quoted amount of R 45,352.92 excluding VAT.
- 5.4 That the Manager: Financial Statements and Control be instructed to include the above reason as a note to the financial statements when compiled.

(get) L D Zikmann

DIRECTOR: CIVIL ENGINEERING SERVICES

PSM/psm



Verslag □ Ingxelo □ Report

Office of Directorate: Civil Engineering
6 October 2025

ITEM 7.13 FOR AGENDA OF EXECUTIVE MAYORAL COMMITTEE TO BE HELD ON 16 OCTOBER 2025

SUBJECT: DEVIATION FROM PRESCRIBED PROCUREMENT PROCEDURES: SERVICE OF UD 370FC TRUCK CK 12625

1. BACKGROUND.

The Municipality deploys a UD 370FC Truck CK 12625 for the pumping of sewage tanks in the Swartland Municipal area. The details of the truck are as follows:

Registration Number	CK 12625	Division	Sewerage
Description	UD 370FC Truck	Km's/Hours	436,820 km
Year	2016	Due replacement	Replacement planning is scheduled for 2031-2032

The truck is due for a service and UD Trucks Malmesbury, the local agent for UD Trucks was requested to provide a quotation.

The Municipality was supplied with a quotation amounting to R 41,349.19 excluding Vat.

The Supply Chain Management Policy states that for the procurement of goods and services for any amount higher than R 30,000.00 (including VAT), a formal tender process must be followed. However, the Municipal Manager has approved that UD Trucks Malmesbury be appointed in terms of paragraph 2(6)(d) of the SCM Policy for the services to CK 12625 as they are the authorised agents for UD Trucks.

2. LEGISLATION

The Supply Chain Management Policy under paragraph 2(6) (d) states that: repair and servicing of vehicle must be repaired and/or serviced by the relevant agency / authorized dealer or manufacturer.

3. FINANCIAL IMPLICATIONS

The expenditure will be allocated to the vehicle service vote number 9/4-41-2 and there is sufficient funding available for the quoted amount.

4. ALIGNMENT WITH THE 2023 INTEGRATED DEVELOPMENT PLAN

The provision of waste removal services aligns with Strategic Goal 3: Quality and reliable services of the IDP.

5. RECOMMENDATION

- 5.1 That cognisance be taken that the Municipal Manager has approved the service of UD 370FC Truck CK 12625 for the amount of R 41,349.19 excluding VAT by UD Trucks Malmesbury.
- 5.2 That cognisance be taken that in terms of paragraph 2(6) (D) of the SCM Policy a formal tender process was not followed as UD Trucks Malmesbury is the support agent to the UD Trucks.
- 5.3 That it be noted that the expenditure will be allocated to mSCOA Code: 9/4-41-2 and that there is sufficient funding available for the quoted amount of R 41,349.19 excluding VAT.
- 5.4 That the Manager: Financial Statements and Control be instructed to include the above reason as a note to the financial statements when compiled.

(get) L D Zikmann

DIRECTOR: CIVIL ENGINEERING SERVICES
JB/jb



Verslag □ Ingxelo □ Report

Office of Directorate: Civil Engineering
John Barlow

6 October 2025

ITEM 7.14 FOR AGENDA OF EXECUTIVE MAYORAL COMMITTEE TO BE HELD ON 16 OCTOBER 2025

SUBJECT: DEVIATION FROM PRESCRIBED PROCUREMENT PROCEDURES: REPAIR WORK JCB BACKHOE LOADER, CK 45744

1. BACKGROUND.

The Municipality deploys a JCB backhoe loader, CK 45744, in the Water Division in Malmesbury. The details of the machine is as follow:

Registration Number	CK 45744	Division	Water Dept Malmesbury
Description	JCM 4CX Backhoe Loader	Km's/Hours	5105
Year	2017	Due replacement	The replacement is scheduled financial year 2030 / 2031

The machine was leaking hydraulic oil through its hub seals and hydraulic hoses. Bell Equipment, the authorized agents for JCB equipment, was approached to provide a quotation for repairs.

The municipality was supplied with a quotation amounting to R 28 381.40 excluding Vat.

The Supply Chain Management Policy states that for the procurement of goods and services for any amount higher than R 30,000.00 (including VAT), a formal tender process must be followed. However, the Municipal Manager has approved that Bell Equipment be appointed in terms of paragraph 2(6)(d) of the SCM Policy for the services to CK 45744 as they are the authorised agents for JCB.

2. LEGISLATION

The Supply Chain Management Policy under paragraph 2(6)(d) states that: repairs and servicing of vehicles, where the vehicles must be repaired and/or serviced by the relevant agency/authorized dealer or manufacturer.

3. FINANCIAL IMPLICATIONS

The expenditure will be allocated to the vehicle repair vote number 9/7-26-5 and there is sufficient funding available for the quoted amount.

4. ALIGNMENT WITH THE 2023 INTEGRATED DEVELOPMENT PLAN

The provision of waste removal services aligns with Strategic Goal 3: Quality and reliable services of the IDP.

5. RECOMMENDATION

- 5.1 That cognisance be taken that the Municipal Manager has approved the repairs to the hydraulic hoses and hub seals of CK 45744 for the amount of R 28 381.40 excluding VAT by Bell Equipment.
- 5.2 That cognisance be taken that in terms of paragraph 2(6) (d) of the SCM Policy a formal tender process was not followed, as Bell Equipment is the agent for JCB equipment.
- 5.3 That it be noted that the expenditure will be allocated to mSCOA Code: 9/7-26-5 and that there is sufficient funding available for the quoted amount of R 28 381.40 excluding VAT.
- 5.4 That the Manager: Financial Statements and Control be instructed to include the above reason as a note to the financial statements when compiled.

(get) L D Zikmann

DIRECTOR: CIVIL ENGINEERING SERVICES

JB/vp



Verslag □ Ingxelo □ Report

Office of Directorate: Civil Engineering
17 September 2025

6/1/2/1

ITEM 7.15 FOR AGENDA OF EXECUTIVE MAYORAL COMMITTEE TO BE HELD ON 16 OCTOBER 2025.

SUBJECT: DEVIATION FROM PRESCRIBED PROCUREMENT PROCEDURES: REPAIRS OF THE DRUM SCREEN NO 2 AT THE INLET WORKS OF THE MOORREESBURG WWTW

1. BACKGROUND

The inlet works at the Moorreesburg WWTW is equipped with drum screens that remove non-biodegradable solids present in sewerage. The non-biodegradable solids comprise foreign matter such rags, paper, plastic, latex, metal, containers, stones, sand and wood. If not removed at the inlet works, downstream mechanical equipment will inevitably be damaged.

One of these drum screens suffered mechanical damages resulting in foreign matter entering the treatment works. Urgent repairs was required to prevent failure and damages to downstream mechanical equipment.

GW Trautmann, a well-established company with the required expertise and equipment, was requested to prepare a quotation. The quotation amounted to R 71,363.45 (excluding VAT).

The Supply Chain Management Policy states that for the procurement of goods and services for any amount higher than R30,000.00 (including VAT) a formal tender process must be followed. However the Municipal Manager has approved that the repairs to the drum screen by GW Trautmann be handled as an emergency to prevent consequential failure and damages to downstream mechanical equipment.

2. LEGISLATION

The Supply Chain Management Policy under paragraph 36(1)(a) allows the Accounting Officer to dispense with the official procurement processes for any required goods or services through any convenient process, which may include direct negotiations, but only –

- 2.1 in an emergency;
- 2.2 if such goods or services are produced or available from a single provider only;
- 2.3 for the acquisition of special works of art or historical objects where specifications are difficult to compile;
- 2.4 acquisition of animals for zoos and/or botanical specimens for nature and game reserves; or
- 2.5 in any other exceptional case where it is impractical or impossible to follow the official procurement processes;

The accounting officer must record the reasons for any deviations in terms of sub regulation (1)(a) and (b) and report them to the next meeting of the council, or board of directors in the case of a municipal entity, and include as a note to the annual financial statements.”

3. FINANCIAL IMPLICATIONS

The expenditure was allocated to vote number 9/239-677-425 and there is sufficient funding available for the quoted amount.

4. ALIGNMENT WITH THE 2023 INTEGRATED DEVELOPMENT PLAN

The provision sewer treatment services aligns with Strategic Goal 3: Quality and reliable services of the IDP.

5. RECOMMENDATION

- 5.1 That cognisance be taken of the deviation from the prescribed procurement procedures in terms of Section 36 of the Supply Chain Management Policy.
- 5.2 That cognisance be taken of the action of the Municipal Manager to approve repairs to the drum screen at the inlet works of the Moorreesburg WWTW by GW Trautmann for the amount of R 71,363.45 (excluding VAT).
- 5.3 That the reason for the deviation from the prescribed procurement process be recorded as follows:
 - The drum screen would have been left out of service for an extended period of time.
 - This would have resulted in failure and damages to downstream mechanical equipment.
 - The repair of the drum screen therefore had to be handled as an emergency.
- 5.3 That it be noted that the expenditure was allocated to mSCOA Code: 9/239-677-425 and that there is sufficient funding available for the quoted amount of R 71,363.45 (excluding VAT).
- 5.4 That the Manager: Financial Statements and Control be instructed to include the above reason as a note to the financial statements, when same are compiled.

(get) L D Zikmann

DIRECTOR: CIVIL ENGINEERING SERVICES

JB/vp



Verslag □ Ingxelo □ Report

Office of Directorate: Civil Engineering
19 September 2025

6/1/2/1

ITEM 7.16 FOR AGENDA OF EXECUTIVE MAYORAL COMMITTEE TO BE HELD ON 16 OCTOBER 2025

**SUBJECT: DEVIATION FROM PRESCRIBED PROCUREMENT PROCEDURES: URGENT
REPAIR WORK TO THE CHEMICAL DOSING PUMP AT THE DEWATERING
PLANT OF THE DARLING WASTEWATER TREATMENT WORKS**

1. BACKGROUND

Sludge removal from treated wastewater is part of the tertiary processes at a wastewater treatment works. At the Darling WWTW this is achieved with mechanical equipment where mixed liquor is passed through a belt filter press to remove and dewater sludge. This equipment is therefore essential for the operation of the wastewater treatment.

A chemical dosing pump suffered mechanical failure resulting in a build-up of sludge in the treatment process and ultimately treatment process failure.

GW Trautmann, a reputable service provider with the necessary skills and equipment, was requested to assess the extent of the repair work required. A quotation was received which amounted to R 30,212.52 (excluding VAT).

The Supply Chain Management Policy states that for the procurement of goods and services for any amount higher than R30,000.00 (including VAT) a formal tender process must be followed. However the Municipal Manager has approved that the repairs to chemical dosing pump GW Trautmann be handled as an emergency to limit the consequential treatment process failure, sludge losses and a final effluent of poor quality that does not conform to the required standards and with a detrimental impact on the environment.

2. LEGISLATION

The Supply Chain Management Policy under paragraph 36(1)(a) allows the Accounting Officer to dispense with the official procurement processes for any required goods or services through any convenient process, which may include direct negotiations, but only –

- 2.1 in an emergency;
- 2.2 if such goods or services are produced or available from a single provider only;
- 2.3 for the acquisition of special works of art or historical objects where specifications are difficult to compile;
- 2.4 acquisition of animals for zoos and/or botanical specimens for nature and game reserves; or
- 2.5 in any other exceptional case where it is impractical or impossible to follow the official procurement processes;

The accounting officer must record the reasons for any deviations in terms of sub regulation (1)(a) and (b) and report them to the next meeting of the council, or board of directors in the case of a municipal entity and include as a note to the annual financial statements.”

3. FINANCIAL IMPLICATIONS

The expenditure was allocated to vote number 9/239-349-689 and there is sufficient funding available for the quoted amount.

4. ALIGNMENT WITH THE 2023 INTEGRATED DEVELOPMENT PLAN

The provision sewer treatment services aligns with Strategic Goal 3: Quality and reliable services of the IDP.

5. RECOMMENDATION

- 5.1 That cognisance be taken of the deviation from the prescribed procurement procedures in terms of Section 36 of the Supply Chain Management Policy.
- 5.2 That cognisance be taken of the action of the Municipal Manager to approve the repair of the chemical dosing pump at the sludge dewatering plant of the Darling WWTW by GW Trautmann for the amount of R 30,212.52 (excluding VAT).
- 5.3 That the reason for the deviation from the prescribed procurement process be recorded as follows:
 - The sludge dewatering plant would have been left out of service for an extended period of time;
 - This would have resulted in failure of the treatment process, sludge losses, final effluent of poor quality that does not conform to the required standards and a detrimental impact on the environment; and
 - The repair of the chemical dosing pump therefore had to be handled as an emergency.
- 5.4 That it be noted that the expenditure was allocated mSCOA Code: 9/239-349-689 and that there is sufficient funding available for the quoted amount of R 30,212.52 (excluding VAT)
- 5.5 That the Manager: Financial Statements and Control be instructed to include the above reason as a note to the financial statements, when same are compiled.

(get) L D Zikmann

DIRECTOR: CIVIL ENGINEERING SERVICES
JB/vp



Verslag ♦ Ingxelo ♦ Report

Kantoor van die Direkteur: Elektriese Dienste

07 October 2025

8/1/B2

ITEM 7.17 VAN DIE AGENDA VAN 'N UBK VERGADERING WAT GEHOU SAL WORD OP 16 Oktober 2025

ONDERWERP: AFWYKING VAN VERKRYGINGSPROSEDURES HERSTEL EN TOETSING VAN "CHERRY PICKER" CK 14498

SUBJECT: DEVIATION FROM THE PRESCRIBED SUPPLY CHAIN MANAGEMENT PROCESS TO REPAIR AND TESTING OF CHERRY PICKER CK 14498.

1. AGTERGROND/BEREDENERING / BACKGROUND/DISCUSSION

The Malmesbury Picker CK 14498 developed a few oil leaks on the hydraulic system and it is almost due for annual inspection and testing. Both 600 CT and Alpha Hydraulic Services were approach but due to workload 600 CT cannot accommodate the vehicle at this stage. It was thus sent to Alpha Hydraulic Lifting Services for an inspection and assessment in order to quote on the repairs to be done, do the service, testing and issuing of the certificate.

The quotation amounts to R31 (Including VAT). Due to the strip and quote basis, it is not reasonable to follow the normal procurement process and the need to have the vehicle repaired to ensure service delivery approval was sought for a deviation from the procurement process. Based on the extend of the work that needs to be done the quotation is seen as reasonable and fair.

Vehicle Data:

Type: Isuzu NPS 300 4 x 4
Model: 2011
Odometer: 109 434 km
Replacement: 2029/30

In consultation with Fleet Management the cost for the repairs can be allocated to mSCOA Vote nr 9/4-17-5.

2. WETGEWING / LEGISLATION

The Supply Chain Management Policy under paragraph 36(1)(a) allows the Accounting Officer to dispense with the official procurement processes for any required goods or services through any convenient process, which may include direct negotiations, but only

- 2.1 in an emergency;
- 2.2 if such goods or services are produced or available from a single provider only;
- 2.3 for the acquisition of special works of art or historical objects where specifications are difficult to compile;
- 2.4 acquisition of animals for zoos and/or botanical specimens for nature and game reserves; or;
- 2.5 in any other exceptional case where it is impractical or impossible to follow the official procurement processes;

The accounting officer must record the reasons for any deviations in terms of sub regulation (1)(a) and (b) and report them to the next meeting of the council, or board of directors in the case of a municipal entity and include as a note to the annual financial statements.”

3. KOPPELING AAN DIE GOP / ALIGNMENT TO THE IDP

The provision of Access to electricity aligns with Strategic Goal 5: Sufficient, affordable and well-run services. The non availability of the equipment could have a negative impact on the provision of electricity services to the community.

4. FINANSIËLE IMPLIKASIE / FINANCIAL IMPLICATION

The quotation provided for the repairs amounts to R59 195.34 and can be accommodated on mSCOA Vote 9/4-17-5.

5. AANBEVELING

- 5.1 Dat kennis geneem word van die afwyking van die voorgeskrewe verkrygings prosedure in terme van Afdeling 36 van die Verkrygings Bestuurs Beleid
- 5.2 Dat kennis geneem word van die aksie van die Munisipale Bestuurder om die herstel van die “Cherry Picker” CK 14498 deur Alpha Hydraulic Lifting Services ter waarde van R32 306.95 (BTW Ingesluit) goed te keur.
- 5.3 Dat die rede vir die afwyking van die voorgeskrewe verkrygings prosedure aangeteken word as volg:
 - As gevolg van die oopmaak en kwotasie (Strip and quote) basis is dit nie redelik om die normale verkrygings proses te volg
 - Die noodsaaklikheid om die toerusting weer in diens te stel om dienslewering te verseker

- 5.4 Dat kennis geneem word dat die koste teen mSCOA pos 9/4-17-5 betaal is en dat daar genoeg fondse beskikbaar was om die koste te van R32 306.95 (BTW Ingesluit) te dek.
- 5.5 Dat die Bestuurder Finansiële State versoek word om die bostaande redes as 'n nota tot die finansiële state by te voeg wanneer die state opgestel word.

5. RECOMMENDATION

- 5.1 That cognisance be taken of the deviation from the prescribed procurement procedures in terms of Section 36 of the Supply Chain Management Policy.
- 5.2. That cognisance be taken of the action of the Municipal Manager to approve the repair of the Cherry Picker CK 14498 by Alpha Hydraulic Lifting Services for the value of R32 306.95 (Incl VAT).
- 5.3 That the reason for the deviation from the prescribed procurement process be recorded as follows:
- Due to the strip and quote basis, it is not reasonable to follow the normal procurement process
 - The urgency to have the equipment repaired to ensure service delivery
- 5.4 That it be noted that the expenditure was allocated to mSCOA vote 9/4-17-5 and that there was sufficient funding available for the order in the amount of R32 306.95 including VAT.
- 5.5 That the Manager: Financial Statements and Control be requested to include the above reasons as a note to the financial statements, when same are compiled.

(sgd) T Möller

MUNICIPAL MANAGER