

ANNEXURES

PART 1

ORDINARY COUNCIL
MEETING

30 APRIL 2024



Overberg District Municipality Fire & Rescue:
Swellendam Fire Station.



Attention To: Johan van Niekerk

Subject: Fire breaks and removal of alien invasive plants and trees in the Swellendam Municipality area

Date: 04/04/2022

Good day Mr. van Niekerk

After our meeting regarding the reduction of invasive plants and trees surrounding the Swellendam Municipality areas.

The following matters needs to be addressed as urgent as there is a major concern that in the event of a wildland fire around the above-mentioned areas, it pose a great hazardous risk to the residence and visitors to our lovely towns of Swellendam, Buffeljagsrivier, Suurbrak, Barrydale, Malgas and Infanta, that can or will lead to possible loss of life (human and animal) and property.

It would be greatly appreciated if the identified areas as record on the maps could be cleared of invasive alien plant species and trees. As we are aware that wildland fires in the Western Cape mainly occur in our so-called fire season during the summer and autumn seasons. Invasive or alien species does not have the natural fire resilience as indigenes plants and trees have, which also acts as a natural fire barrier.

Invasive plants and trees, causes a far more rapid spread of wildland fire's and can also cause difficulty to bring such fire under control, as their fuel load (dead leaves, sticks and twigs) act as a fuelling agent and intensify the fires heat, which leads to rapid fire spread even through indigenous trees that it surrounds.

With reference to the act name Act No: 101 of 1998: National Veld and Forest Act, 1998:
(Attached as Appendix A).

Chapter 4, Veldfire Prevention Through Firebreaks: (p.16)

Duty to prepare and maintain firebreaks – Section 12, Sub section 12. (1):

"Every owner on whose land a veldfire may start or burn or from whose land it may spread must prepare and maintain a firebreak on his or her side of the boundary between his or her land and any adjoining land."

Thus said, it is the responsibility of Swellendam Municipality to ensure that the required firebreaks are in place and maintained on the municipal grounds in and around the towns that are in the jurisdiction of the Swellendam municipality. It is also the responsibility of any ground owners on the boundaries of the municipal grounds, to ensure that they also comply with this act, and thus the onus and responsibility does not just fall on the municipality itself, but all parties.

I am fully aware of the monetary implications that is involved as it can be costly to start with such efforts to making firebreaks.

I would therefore suggest that:

- 1) A short-term plan must be brought into place, i.e., start by widening, clearing, and cleaning the current firebreaks that are already in place. Clearing out of alien and invasive plants and trees along areas where high possibilities of a fire outbreak can start, such as walking routes, mountain bike trails, cycle routes and places where the public tends to start open fires for a braai. Estimated time frame of 6 months to 1 year.
- 2) Long term plan: Public education relating to wildland fires, continuous removal and clearing of young seedlings of the alien invasive plant and tree species.

Under the act 101 of 1998: Chapter 4 section 13 firebreak requirements, there is no set limit on what the width of the fire break must be, but the general rule is the average plant /tree height times three. i.e.: If the average plants and trees are 2m high x by 3, this indicates the firebreak must be at least equal or greater than 6 meters.

One important reason for a fire break is not to stop the fire spread on its road to destruction, but to slow the rapid fire spread down, for us to have access to the fire and giving us a better chance to use the correct and or appropriate means of bringing the fire under control, whether direct or indirect fire attacks.

Please receive this letter in good faith as not just the Overberg District Municipality Fire & Rescue Swellendam, but also as residence of Swellendam

Yours faithfully.



J.F.D De Kock

Divisional Commander.

Overberg District Municipality Fire and Rescue.

Swellendam.

Overberg District Municipality Fire & Rescue.	
P/BAG X 22, Bredasdorp, 7280	
Tel: 028 425 1690	
Name:	J.F.D De Kock
Rank:	Divisional Commander
Station:	Swellendam
Remarks:	
Signed:	
Date:	09/04/2022

SERVICE DELIVERY AGREEMENT, 2020

BETWEEN

THE SWELLENDAM MUNICIPALITY

Herein represented by the Municipal Manager

(Hereafter referred to as the "Municipality")

AND

**GROOTVADERBOSCH CONSERVANCY, PUBLIC BENEFIT
ORGANISATION (PBO) NO 18/11/4506**

Herein represented by a person duly authorised by resolution

(Hereafter referred to as the "Grootvaderbosch PBO")



BACKGROUND TO THIS AGREEMENT

1. Alien vegetation clearing and restoration is an implied power and function of the Municipality in terms of section 156 read with Schedule 4(B) and Schedule 5(B) of the Constitution of the Republic of South Africa, 1996.
2. Grootvaderbosch PBO implements an invasive alien vegetation clearing and restoration programme on private land in Grootvaderbosch and is regarded as one of the most successful programmes in the South Africa.
3. Grootvaderbosch PBO clears land where landowners make a financial contribution to the clearing which supports the long-term sustainability of the project.
4. Grootvaderbosch PBO supplements its funds with contributions received from the government.
5. For Swellendam, Grootvaderbosch PBO will remove aliens on our land and the municipality will contribute to their costs – *'the programme'*.
6. The work done by Grootvaderbosch PBO is supported by the Department of Environmental Affairs (Natural Resource Management), Gondwana Alive, LandCare (Department of Agriculture: Western Cape) and their members.
7. The parties wish to collaborate in the achievement of the programme and the Municipal Council resolved on **25 August 2021** as follows:
 - 1) That Council approves that a service level and a funding agreement be entered into with the Grootvadersbosch Conservancy for alien clearing in terms of section 67 of the Municipal Finance Management Act, 2003, (Act 56 of 2003) (MFMA).
 - 2) That the agreement be concluded for a period of **three years**, whereafter it be re-considered.
 - 3) That Council approves that a contribution of **R85, 000 for the 2021/ 2022** financial year, from the alien clearing budget vote towards the alien clearing agreement above be made and that future funding be specifically accommodated in the Annual Budget.
 - 4) That the Council resolution be made public.
8. The Municipality and the Grootvaderbosch PBO wish to formally record their relationship through this Service Delivery Agreement confirming their respective roles and responsibilities relating to the invasive alien vegetation clearing and restoration programme.

INTERPRETATION

Handwritten signatures and initials, including a large 'A' and 'M' in a circle, and a stylized 'H'.

9. All expressions defined and used in this Agreement shall bear the same meanings as used in any Annexure to this Agreement and vice versa.

COMMENCEMENT

10. This Agreement will commence on **1 July 2021** (hereafter called the commencement date) notwithstanding the date of signature by either party.

DURATION, TERMINATION AND EXTENSION

11. This agreement will be in force for a period of three years, being from **1 July 2021 till 30 June 2024**.
12. The agreement may be terminated earlier, should either party breach any or all the conditions as set out in this agreement, and failing to remedy such breach within seven (7) days of receiving written notice from the other party requiring it to do so.
13. The termination of the agreement will not be to the detriment of any other remedy which may be available to either party in law.
14. The option of a no fault termination with a 6 month notice period without any direct or real losses or costs being incurred by either party is implementable at the discretion of either party, if either party wishes to terminate. The grounds for termination must be reasonable and may include, but not limited to, reasonable grounds that they wish to be relieved of the project, or can not deliver or is unlikely to deliver on the projects of the agreement. This may or may not include extraordinary changes in leadership, rules, regulations or the legislation framework, social, environmental and economic factors such as a change in the demand for such events or some event which prevents a successful hosting of the event or successful growth of the event. The no fault termination must be by mutual agreement with suitable arrangements reached regarding the refunding of any monies paid over and not been used, as prescribed.
15. Any extension to this agreement will be dependent on a prior Council approval, confirming that the 'Service Delivery Agreement' and associated 'Transfer payment arrangement(s)' are still relevant and an open competitive tender process is not feasible, as there are no other non-profit service providers who have the invasive alien vegetation clearing and restoration as part of its mandate in the Swellendam Municipal Area.

JOINT PLANNING OBLIGATIONS

16. The parties will meet on an annual basis, to discuss and agree on:

Two handwritten signatures are present. The first signature is a stylized 'Am' inside a circle. The second signature is a more complex, cursive signature.

- 1) Planning for the execution of the programme.
 - 2) Budget for and financing of the programme, including cost of any private sector and professional services, which might be necessary for the implementation of the programme.
17. The joint agreed programme will be recorded and attached as duly authorised and signed Annexures to this agreement and must be read and interpreted as forming part of this agreement.

FUNDING

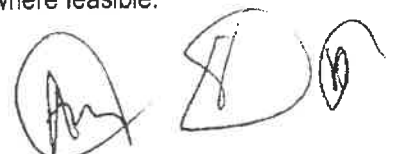
18. Where the Municipality agree, and can provide financial support, such support will be provided in the form of separate Transfer Payment Agreement(s), the latter which will be concluded per annum.
19. For purposes of this arrangement, Transfer Payments are regarded as financial contributions by the Municipality as an unrequited payment, meaning that the Municipality contributes financially to a mutual objective but does not receive anything of similar value directly in return for the transfer.
20. Concluded Transfer Payment Agreements will be recorded and included in the Portfolio of Evidence related to this Agreement.

GROOTVADERBOSCH PBO OBLIGATIONS

21. To the best of its abilities, the Grootvaderbosch PBO, will ensure that any programme execution will be fully compliant with any relevant environmental prescripts relevant to this country.
22. Manage the execution of the programme, from inception to completion including pre-design, design, development, documentation, execution, and defects liability period.
23. Jointly with the Municipality, use the programme to market the Swellendam Municipal Area as an active environmental partner with invasive alien vegetation clearing and restoration.
24. Obtain prior approval from the Municipality on any marketing material referring to the Municipality and where the latter may be implied in any potential promises and or legal expectations.
25. Source own funding, where feasible.

MUNICIPAL OBLIGATIONS

26. Consider and engage in annual planning and budgeting.
27. Reasonably endeavor to obtain and/or source additional funding resources where feasible.



28. Conclude Transfer Payment Agreements with Grootvaderbosch PBO within relevant prescripts and as per available budget, as it relates to the programme.

PROJECT REPORTING

29. The parties will endeavor to meet quarterly unless differently agreed in a Transfer Payment Agreement, to discuss progress and achievement of set objectives.
30. An annual financial and performance report on the programs and activities as set out in the service agreement.
31. A detailed annual financial and performance report is required on the events, activities, activations, and promotional social activities related to the event.
32. Project reports must stipulate if there are any extenuating or mitigating circumstances which may result in reduced performance or inability to carry out or deliver the full extent of the programme and/or events to jointly initiate mitigation actions timely.

AGENCY ARRANGEMENTS, LIABILITY, AND INDEMNITY

33. The Grootvaderbosch PBO is a separate legal entity from the Municipality.
34. Neither party may bind the other party in terms of any agreement or in any other way.
35. Neither party shall be liable for the actions or inactions of the other party
36. Both parties hereby indemnify the other against any actions, harm, loss, or damage of any nature and will keep each other so indemnified.
37. Public notice boards must be placed prominently where the programme activities are executed to indemnify the municipality from all claims, howsoever caused, and that no liability even by 3rd party is permissible.
38. The Grootvaderbosch PBO hereby indemnifies the Municipality and will keep it indemnified against all actions, proceedings, claims, costs, demands, damages and expenses which may be levied or made against the Municipality, or which it may sustain or incur arising from any act or omission by Grootvaderbosch PBO or any of its agents, employees or sub-contractors in carrying out the works, or the standard or quality of works, or performing any other obligation under the Agreement of whatsoever nature.



PASSING OF RISK

39. Grootvaderbosch PBO shall indemnify and keep the Municipality fully indemnified from and against any loss suffered or liability incurred because of any damage to or loss during the execution of programme activities.

EMERGENCIES

40. Grootvaderbosch PBO must respond to emergencies, dependent on the degree thereof, within 0-8 hours of being notified of an emergency.
41. Grootvaderbosch PBO shall assess the emergency and determine in consultation with the Municipality what actions shall be undertaken.

VIS MAJOR

42. If any event or combination of events adversely affecting the ability of either party to perform its obligations under this agreement arises from, or is attributable to, acts, events, omissions, or accidents beyond the reasonable control of the party whose ability is so affected, negligence excluded, for a period of at least 20 (twenty) consecutive working days, then the provisions of clause 9 shall apply at the election of the party whose ability is adversely affected. Any such event shall include, without derogating from the generality of the foregoing:
- 1) Strikes, lockouts and other industrial action taken by the employees of a party or of any third party, whether or not the party against whom such action is taken could have avoided the same by acceding to the demands of the employees or third party responsible for such action.
 - 2) Civil commotion, embargo, governmental legislation or regulation, riot, invasion, war, the threat of or preparation for war.
 - 3) Fire explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.
43. If either party is prevented or delayed in the performance of any of its obligations under this agreement as a result of an event of the nature referred to above, it shall forthwith notify the other party of the same, fully detailing the background to, and all relevant matters connected with, such event together with such evidence thereof as it may reasonably be able to give and, specifying the period for which such prevention or delay can reasonably be expected to continue. If a party shall have complied with its obligations under this clause, he shall be relieved from the performance of his obligations under this agreement from the date of such notice until such event no longer exists to the extent that his performance is adversely affected by such event provided, however, that during this period a party shall be entitled to terminate this agreement forthwith upon notice given in terms of this agreement.

44. Upon a termination of this agreement, both parties will agree to a reasonable resolution to the benefit of the citizens of the Municipality.

CESSION

45. Neither party shall cede any of its rights or obligations in terms of this Agreement to any other party unless the prior written approval of the other party has been obtained.

RELAXATION

46. No latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties 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 or partial 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, unless explicitly agreed to in writing by all parties.

VARIATIONS

47. No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

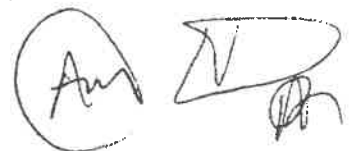
GOVERNANCE

48. Within 7 (seven) days after signature of the Agreement, the Parties will each nominate a minimum of 2 (Two) representatives who will form a SteerCom to facilitate and process decision making and relevant approvals.

WARRANTEES AND GUARANTEES

49. Grootvaderbosch PBO warrants to the Municipality that the Project shall in all material respects achieve the outcomes as per this Agreement.
50. Grootvaderbosch PBO further warrants that it is duly authorised to enter into this Agreement.
51. This warranty may not be assigned without the prior written consent of the Municipality.

DISPUTES



52. The parties agree to try and resolve any dispute in terms of the Agreement in good faith and in a manner of mutual trust. Should a dispute not be resolved the parties hereby agree to submit such dispute to an arbitrator to be agreed upon between the parties. The decision of the arbitrator shall be final.

WHOLE AGREEMENT

53. This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations, or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

DOMICILIUM

54. The parties choose as their *domicilium citandi et executandi* as follows:

55. The General Manager, Aileen Manager, Grootvaderbosch PBO
Strawberry Hill, Grootvaderbosch Estate
HEIDELBERG, 6665

56. The Municipal Manager
49 Voortrek Street
SWELLENDAM, 7640

57. The parties hereby agree to notify the other in writing, should the above address details be changed.

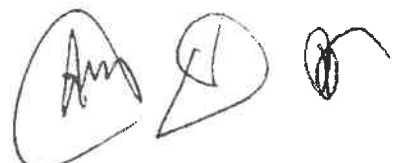
58. Any notice given in terms of this agreement shall be in writing and shall

- 1) If delivered by hand be deemed to have been duly received by the addressee on the date of delivery.
- 2) If transmitted by e-mail be deemed to have been received by the addressee on the day following the date of dispatch, unless the contrary is proved.

59. Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

COMPLIANCE WITH LAWS

60. This agreement shall in all respects be construed in accordance with, and shall be governed by, South African law.



61. Both Parties recognise and agree that it shall not be exempted from compliance with any statute, regulation or by-law imposing duties or obligations upon it or affecting the use of the property and that it shall not be entitled to claim relief against Municipality from any burden or infringement of its rights resulting from the operation of such statute, regulation or by-law or any action lawfully taken there under, by the Municipality or other competent authority.

62. The Double Century shall also not contravene or permit the contravention of any by-law or statutory regulation which the Municipality is required to observe because of the event occurring within the municipal area.

Signed at Grootvaderbosch on this 22nd day of October 2021 on behalf of Grootvaderbosch PBO.

.....

AILEEN ANDERSON: GENERAL MANAGER

.....
WITNESS 1

WITNESS 2

Signed at Swellendam on this 22nd day of October 2021 on behalf of the Swellendam Municipality

.....

ANTON MARK GROENEWALD: MUNICIPAL MANAGER

.....
WITNESS 1

WITNESS 2



GROOTVADERSBOSCH CONSERVANCY

SWELLEDAM – ALIEN VEGETATION MANAGEMENT



Initial Clearing 2022 (Oct – Dec)

57.67 hectares

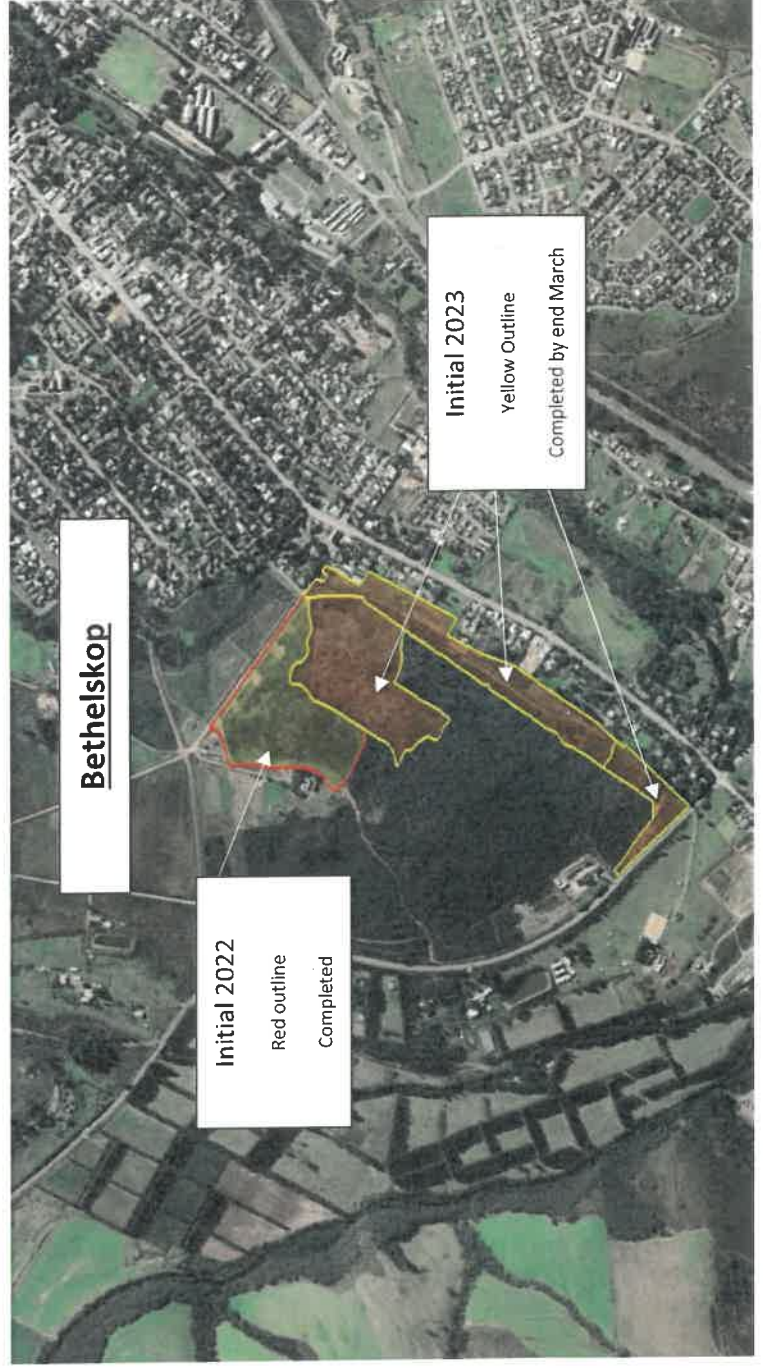
Follow Up Clearing 2023

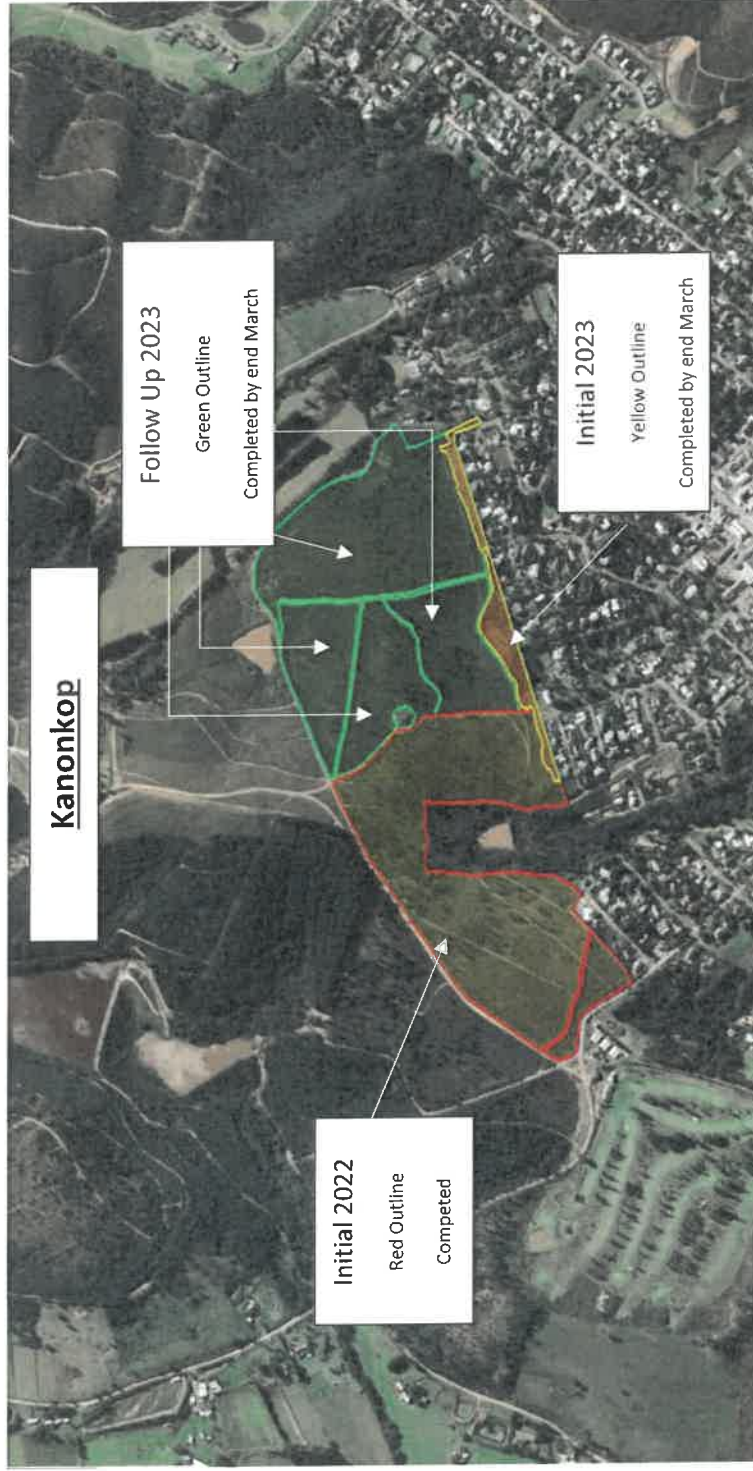
46.77 hectares

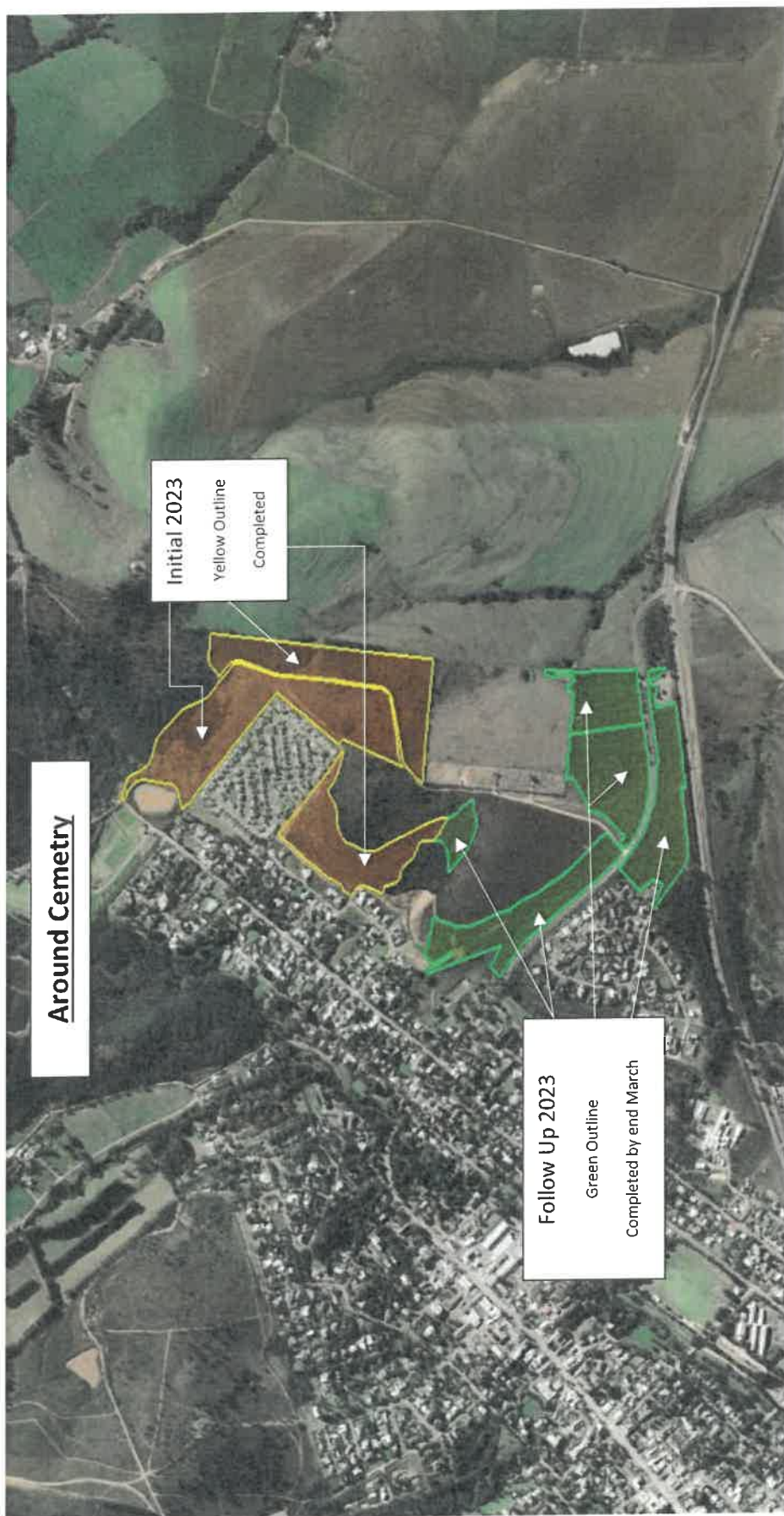
Initial Clearing 2023

20.38 hectares

07 March 2023





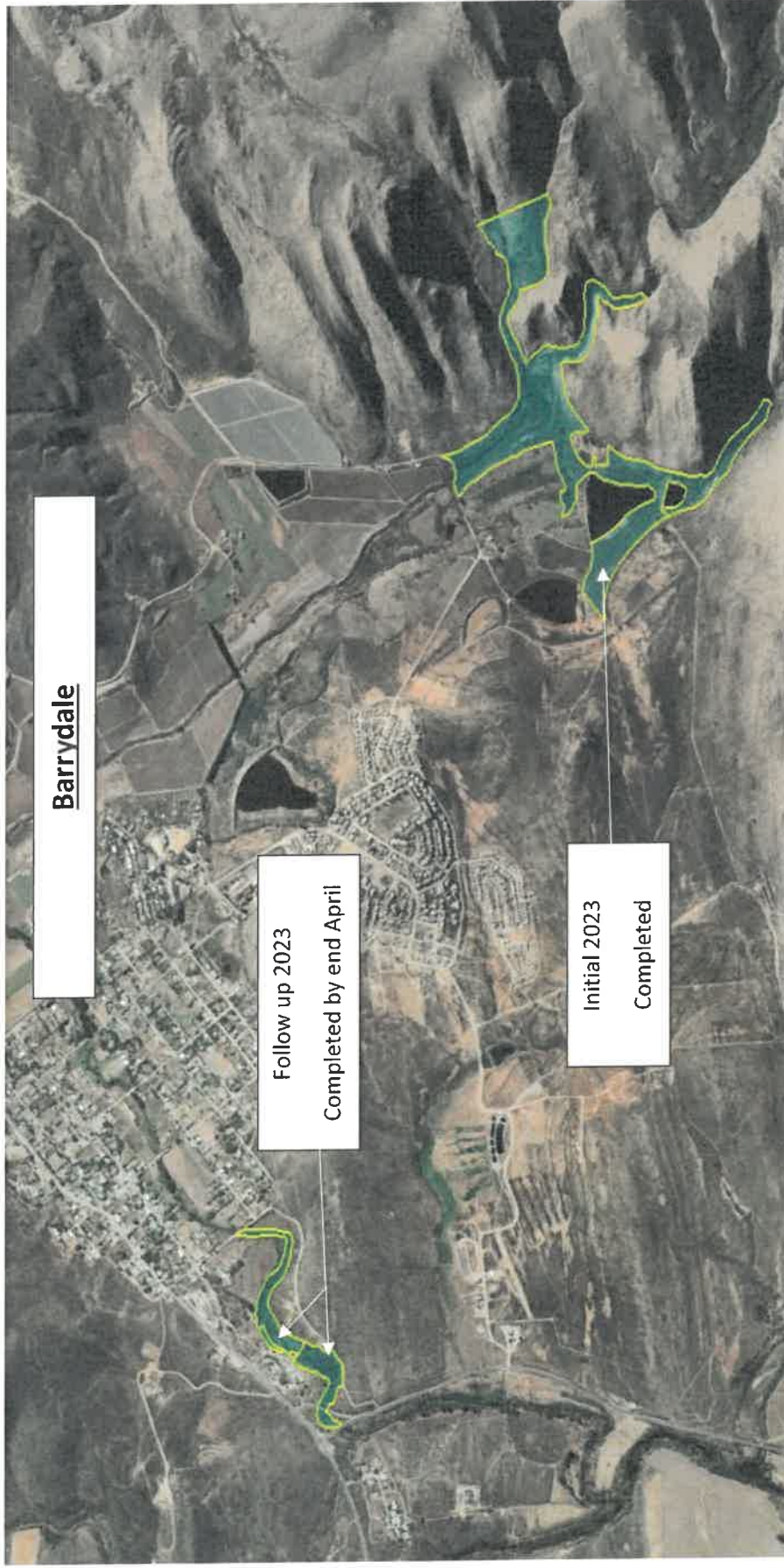


Around Cemetery

Initial 2023
Yellow Outline
Completed

Follow Up 2023
Green Outline
Completed by end March





SWELLENDAM MUNICIPALITY



SUPPLY CHAIN MANAGEMENT MONTHLY REPORT

March 2024

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1. ABBREVIATIONS

- 1.1 "SWDM" refers to Swellendam Municipality;
- 1.2 "SCM" refers to Supply Chain Management;
- 1.3 "Manager SCM" refers to the Sectional Head of the Supply Chain Management Division;
- 1.4 "CFO" refers to Director Financial Services;
- 1.5 "MFMA" means the Municipal Finance Management Act 56 of 2003;

2. PURPOSE OF THIS POLICY

- 2.1 The SCM monthly report is prepared to inform Council on key SCM monthly activities and adhere to the reporting requirements in terms of the Legislative Framework.

3. LEGISLATIVE FRAMEWORK

- 3.1 The report was prepared to take into consideration the legislative reporting requirements:
 - 3.1.1 Municipal Finance Management Act, 2003
 - 3.1.2 Municipal Supply Chain Management Regulation, 2005
 - 3.1.3 Municipal Supply Chain Management Policy, 2023

4. PROCUREMENT STATISTICS FOR THE MONTH

- 4.1 The table below provides information on the number of SCM activities for the month:

Nr.	Process description	Qty	Value
1.	No of Bid Specification Committee meetings	6	n/a
2.	No of Bid Evaluation Committee meetings	6	n/a
3.	No of Bid Adjudication meetings	3	n/a
4.	No of orders processed/placed	337	R19 596 361
5.	No of formal quotations awarded (R30 000 to R300 000)	5	R301 484
6.	No of tenders awarded above R300 000	1	R323 573
7.	No of awards above R30 000 (CIDB)	1	R323 573
8.	No of contract price increases approved	1	n/a
9.	No of contracts amended i.t.o MFMA circular 62	2	R1 020 308
10.	No of contracts amended i.t.o s.116(3) of MFMA	-	-
11.	No of Deviations	1	R10 472
12.	No of minor breaches	-	-
13.	No of stock receipts	131	R485 592
14.	No of stock issued	801	(R405 799)
15.	No of stock disposal	1	R4 060
16.	No of stock take	1	R5 259 809
17.	No of requests received for disposal	2	R179

5. AWARDS ABOVE R 100 000 REPORTED TO NATIONAL TREASURY

5.1 Sections 74(1) and 104(1)(b) of the Municipal Finance Management Act (MFMA) prescribes the following regarding general reporting obligations:

"The accounting officer of a municipality must submit to the National Treasury, the Provincial Treasury, the Department for Local Government in the Province or the Auditor-General such information, returns, documents, explanations and motivations as may be prescribed or as may be required."

5.2 National Treasury per MFMA Circular No 34 issued instructions to all municipalities to report effective from 1 July 2006 per the above, to disclose all awards made for contracts above the value of R100 000.

5.3 Below is a table of the key information submitted:

Contract reference	Service provider/ Supplier	Contract Description	Total value of contract	Duration of Contract	B-BBEE Status
SMT30/23/24	Cape Town Stainless Steel (Pty) Ltd	Replacement of Handrails at Klipperivier Waste Water Treatment Works	R323 573,09	4 weeks	1

Note: Contract amounts up to R50 million the 80/20 preference points applied.
Contracts amounts above R50 million the 90/10 preference points applied.

6. SCM DEVIATIONS

6.1 Section 36(2) of the Supply Chain Management Regulation prescribes the following regarding deviation from and ratification of minor breaches of the procurement process:

"The accounting officer must record the reasons for any deviation in terms of sub-delegation (1)(a) and (b) and report them to the next meeting of the council"

6.2 The number of deviations approved during March 2024 is indicated in the table below:

Nr	SCM Regulation	Nr	Amount
1.	SCM Regulation 16(c) & 17(c) where three (3) quotations could not be obtained;	8	R73 559
2.	SCM Regulation 36(1)(a)(i) dispensing of the official procurement process in the case of an emergency;	-	-
3.	SCM Regulation 36(1)(a)(ii) where goods or services are available from a sole supplier;	-	-
4.	SCM Regulation 36(1)(a)(iii) applies to the acquisition of special works of art or historical objects;	-	-
5.	SCM Regulation 36(1)(a)(iv) acquisition of animals for zoos;	-	-
6.	SCM Regulation 36(1)(a)(v) in exceptional cases where it is impractical or impossible to follow the process;	1	R10 472
7.	SCM Regulation 36(1)(b) is applicable where the accounts officer can verify minor breaches;	-	-

6.3 The reasons for the deviations above are as follows:

6.3.1 Verbal and formal quotations, section 16(c) and 17(c) of the SCM regulation:

Date Requested	Supplier	Quotation Details	Amount	Approved Date	Directorate	Reasons
11-Mar-24	LSL Enterprise	Cutting & removal of grass at Erf 6289	R 2 200,00	14-Mar-24	Community Service	Three potential bidders were invited however only one quotes was received
15-Mar-24	Otto Signs	Printing of Signboards + Delivery	R 2 228,70	18-Mar-24	Community Service	Three potential bidders were invited however only two quotes was received
15-Mar-24	Otto Signs	Supply & Delivery of Signs	R 16 698,00	18-Mar-24	Community Service	Three potential bidders were invited however only two quotes was received
20-Mar-24	Swellendam Meubel Mark	Supply, Delivery & Installation of Office Carpet	R 7 651,31	26-Mar-24	Infrastructure Services	Three potential bidders were invited however only one quotes was received
20-Mar-24	Sentraal-Suid Kooperasie Beperk	Supply of materials & supplies for electrical departments brake room	R 5 572,06	26-Mar-24	Infrastructure Services	Three potential bidders were invited however only two quotes was received
20-Mar-24	Sentraal-Suid Kooperasie Beperk	Supply of materials & supplies for building maintenance	R 2 962,98	26-Mar-24	Infrastructure Services	Three potential bidders were invited however only two quotes was received
20-Mar-24	Sentraal-Suid Kooperasie Beperk	Supply of materials for lawnmowers	R 6 286,09	26-Mar-24	Community Service	Three potential bidders were invited however only two quotes was received
26-Mar-24	Askari Outdoor and Tactical	SMQ37/23/24_Supply and Delivery of Equipment for Law enforcement	R 30 000,00	26-Mar-24	Community Service	A formal quotation process was followed and the bid was advertised. The bid was also distributed to three potential bidders. However, only one quotation was received.

6.3.2 In exceptional cases where it is impractical or impossible to follow the official procurement process, section 36

Date	Supplier	Details	Amount	Dir	Dept	Reason	Type
26-Mar-24	Amet Environmental Services Pty (Ltd)	PSHB Information Seminar level 1 training of staff (x7)	R10 472,38	COM	REFUSE	The PSHB problem is relatively new which is going to affect the environment of Swellendam Municipality.	36(1)(a)(v) - Impractical or Impossible
			R10 472,38				

- 6.4 The below table contains details of awards made to close family members of employees who are in the services of the state, section 45 of the SCM regulation for any award above R2000.

Nr	Supplier	Family member	Relationship	Institution	Amount
1.	AgriTech CC T/A Autozone	L. Baransky	Wife	Swellendam Mun	-
2.	Bazil Koopman	B. Koopman	Son	Dept of Education	-
3.	Desmond Prins	J. Francis	Daughter	Dept of Health	-
4.	Durcharme Consulting	L.Mbekeni	Wife	Dept of Rural Development and Land Reform	-
5.	Gert Coetzee	L. Coetzee	Wife	Swellendam Mun	-
6.	Hein's Auto Electrical	J. de Jager	Brother	Swellendam Mun	-
7.	Hermanus Jacobus Swart	F. Swart	Brother	Swellendam Mun	-
8.	Jarsiem Carelse	W. Carelse	Son	Swellendam Mun	R16 335
9.	Jacobus Cornelius Kouter	J. Kouter	Brother	Swellendam Mun	-
10.	Jonathan Oktober	M Oktober	Wife	Swellendam Mun	-
11.	Kemanzi (Pty) Ltd	J. du Toit	Wife	Dept of Education	R86 760
12.	Khoisan Cave Holdings (Pty) Ltd	G. Jansen	Son	Swellendam Mun	-
13.	LSL Enterprises	G. Lebazi	Sister	Swellendam Mun	R3 450
14.	Masakane Trading (Pty) Ltd	Q. Martin	Husband	SAPS	-
15.	Matthys Gilomee	Patricia Gilomee	Wife	City of Cape Town	R25 430
16.	Paul Cupido	T. Cupido	Wife	Swellendam Mun	-
17.	Phillip Crafford T/A Crafford Blinds	J. Crafford	Wife	Swellendam Mun	-
18.	RD Beukes	D. Beukes	Mother	Swellendam Mun	-
19.	Swellendam Bestuurskool (Pty) Ltd	R. Blauw	Son	Dept. of Education	R4 500
20.	AH Windvogel	R. Windvogel	Mother	Parliament	-
21.	Red Ant Security and Relocation Services	N. Lesiela	Wife	Mogale City Mun	-
Total					R136 475

- 6.5 The below table contains details of any incidents of an inducement, rewards, gifts and favours made to the municipality, employee or any other role player, in terms of section 47 of the SCM regulation:

Directorate	Report on Gifts
Office of the Municipal Manager	None
Financial Services	Yes
Corporate Services	None
Infrastructure Services	None
Community Services	None

- 6.6 The table below contains details of any tender other than the one recommended in the normal course of implementing the supply chain management policy was approved, section 114 of the SCM regulation:

Directorate	Tender Recommended	Tender Awarded
Office of the Municipal Manager	None	None
Financial Services	None	None
Corporate Services	None	None
Infrastructure Services	None	None
Community Services	None	None



+27 28 514 8500

info@swellenmun.co.za

swellenmun

www.swellenmun.co.za

+27 28 514 2694

49 Voortrek Street, Swellendam | P.O Box 20, Swellendam 6740

Date: 10 December 2021
Enquiry: A Vorster

Acting Municipal Manager
Overberg District Municipality
Private Bag X22
BREDASDORP
7280

Sir,

FIRE FIGHTING AGREEMENT BETWEEN SWELLENDAM MUNICIPALITY AND OVERBERG DISTRICT MUNICIPALITY

Recognising the need for inter-governmental co-operation in performing the firefighting functions within the Swellendam municipal jurisdiction, we herewith attach the Fire Fighting service level agreement for your signature.

It would be appreciated if you could sign the contract and return a copy of the signed contract to Swellendam Municipality by 31 December 2021.

Activities and performance monitoring engagements can be liaised with the Community Services Manager, Mr Keith Stuurman. Invoices should be submitted to Swellendam Municipality for the attention of Mr Stuurman.

Your support will be appreciated.

Sincerely

A Groenewald
MUNICIPAL MANAGER

FIRE AND RESCUE SERVICE DELIVERY AGREEMENT

Made and entered into by and between –

OVERBERG DISTRICT MUNICIPALITY

(Hereinafter referred to as "District Municipality")

Herein represented by Municipal Manager
Nantes Kruger ID..5908255041088

And

Swellendam Municipality

(Hereinafter referred to as "Municipality")

Herein represented by Municipal Manager, Anton Mark Groenewald
ID number 6906125187080



Whereas the function of structural firefighting is assigned to Swellendam Municipality in accordance with the Local Government – Municipal Structures Act 117 of 1998, and in the interest of inter-governmental relations and to the advantage of the communities both municipalities serve; the Overberg District Municipality (ODM) and Swellendam Municipality are desirous to enter into a service level agreement for the provision of structural fire services in the Swellendam jurisdictional area as a whole.

NOW THEREFORE THE PARTIES HERETO AGREED WITH EACH OTHER:

DEFINITIONS

In this Agreement, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1 **"DISTRICT MUNICIPALITY"** shall mean the Overberg District Municipality (ODM) as established under the provisions of the Municipal Structures Act 117 of 1998 read with proclamation PN 492/2000 of the Provincial Gazette dated 22 September 2000;
- 1.2 **"MUNICIPALITY"** shall mean the Swellendam Municipality, a municipality established under the provisions of the Municipal Structures Act 117 of 1998 read with proclamation PN 494/2000 of the Provincial Gazette dated 22 September 2000;
- 1.3 **"Area of Operation"** shall mean the area of Swellendam Municipality.
- 1.4 **"Chief Fire Officer"** shall mean the person appointed by the ODM to oversee the District Municipality fire and rescue services or a person who has been duly delegated by the Chief Fire Officer.
- 1.5 **"Fire and Rescue Service"** shall mean a service intended to be employed for fighting or extinguishing a fire, the protection of life or property from fire or other danger and the performance of any other function connected with any of the aforementioned functions.
- 1.6 **"Fire or Emergency Situation"** shall mean any situation, circumstances or event justifying action by a Fire and Rescue Service.
- 1.7 **"Party"** shall mean the DISTRICT MUNICIPALITY or the MUNICIPALITY depending upon the context in which the term is used, or other organisations involved in a situation.

©  L

1.8 "The law" shall mean any applicable law, proclamation, ordinance, Act of Parliament, or other enactment having the force of law.

1.9 "The act" shall mean the Fire Brigade Services Act, 1987 (Act no 99 of 1987 as amended)

2. INTERPRETATION

Unless inconsistent with the context, an expression which denotes:

- 2.1 Any gender includes the other gender
- 2.2 A natural person includes a juristic person and vice versa
- 2.3 The singular includes the plural and vice versa.

3. MARGINAL NOTES AND HEADINGS

The headings of the clauses of this Agreement shall not be deemed part of or affect the interpretation or construction thereof.

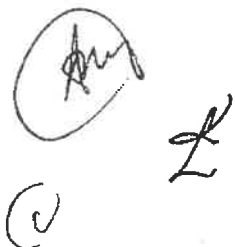
4. ASSIGNMENT

Neither party shall cede or assign the Agreement or any part thereof or any benefit, obligation, or interest therein or hereunder without the prior written consent of the other.

5. PERIOD OF AGREEMENT

5.1 This agreement shall commence on 1 January 2022, notwithstanding the date of signature and shall continue until terminated in terms of clause 5.2.

5.2 The parties hereto agree that they shall give three (3) months written notification of their desire to change or terminate this Agreement. The period of the agreement will be for a period of three (3) years and will end on 30 June 2024

Handwritten signature and initials. The signature is enclosed in a circle, and the initials 'L' are written to its right. Below the signature is a small checkmark.

6. DUTIES OF THE DISTRICT

- 6.1. Exercise all reasonable skill, care and diligence required of a local authority in the delivery of the Fire and Rescue Service envisaged in terms of this Agreement and the Act
- 6.1.1. Provide a 24-hour shift system in Swellendam where possible, feasible and justified.
 - 6.1.2. Ensure a dedicated structural response presence in Swellendam at all times, unless responding to a structural fire outside the town within the Swellendam Municipality Boundary. And to set out and specify what the make-up of that structural presence is in terms of vehicles, equipment, machinery, support materials and other aspects in an attached Annexure, which will be deemed the specified allocation of resources. Any amendment to the annual allocation must be recorded if there are any changes. Such an Annexure excludes any extraordinary deployment of resources from within the Overberg District that does not fall within the day-to-day resource allocation
 - 6.1.3. Render a support service to the other smaller towns backed up by the service in Swellendam.
- 6.2. Provide fire prevention services, *inter alia* plan scrutineering, building inspections, fire prevention awareness outreaches and event support.
- 6.3. Provide fire and life safety education where required, annually at least once to primary schools and high schools in the Swellendam Jurisdiction
- 6.4. Provide firefighting services on municipal property at no charge to the municipality.
- 6.5 Assessment of event risk management plan at all Swellendam Municipality events.
- 6.6 Provision of emergency fire and rescue services at all municipal organised events.
- 6.7 Provide training to a cohort of Fire Fighting Cadets to provide support services on an as needed basis, for fighting veld fires and other uncontrollable fires as may be required, where it is possible and feasible to do so.
- 6.8 Provision of fire brigade services, free of charge, with all controlled burns of municipal property /land.

Amg

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- 6.9 Provide input into municipal alien vegetation removal plan and assist in the implementation thereof.
- 6.10 Annually undertake a free of charge fire risk assessment of all towns within the municipal jurisdiction.
- 6.11 Hosting an annual public demonstration of capability in conjunction with all law enforcement agencies to demonstrate disaster response capacity as part of an annual public relations exercise

7 DUTIES OF THE MUNICIPALITY

- 7.1 Ensure the municipality departments adhere to the agreement and annexures relating to the provision of fire prevention services.
- 7.2 Assist the district in identifying high risk communities and strive to work towards fire safe areas, construction, and layout as relates to information settlements, industrial and commercial areas
- 7.3 Provide and maintain water mains and hydrants for firefighting in consultation with ODM
- 7.4 Provide support services to the ODM Fire and Disaster Services in the carrying out of its functions, education and training of the Cadets, and public awareness
- 7.5 Participate in the annual Fire and Disaster Capability Demonstration Exercise.

8 UTMOST GOOD FAITH

- 8.1 In the implementation of this Agreement the parties undertake to observe the utmost good faith in all their dealings with each other.
- 8.2 Furthermore, the parties agree to co-operate and co-ordinate fully with each other.

9. REPORTS

The parties hereto shall have the right at any time to call for a written report on any matter relating to their respective obligations under this Agreement to determine whether the other party is complying with its obligation in terms hereof.

Handwritten signature and initials, including a circled 'A' and a large 'L'.

The ODM is required to submit a quarterly performance report to the Mayoral Committee setting out its actions, and activities over the preceding quarter as part of the joint reporting requirements.

10. THE PARTIES OBSERVANCE OF APPLICABLE LEGISLATION

For the entire duration of this Agreement, the parties shall ensure that they comply with all the provisions of the Act, all regulations framed in terms of the Act, as well as all the provisions on any other Law which may have application to this Agreement.

11. REMUNERATION and FEES

11.1 The municipality will pay the District Municipality the following annual fee for the rendering of the service:

1.1.1. 2021/2022 R250 000 plus actual billings for July – October 2021

1.1.2. 2022 / 2023 R750.000

1.1.3. 2023 / 2024 R1 000 000

11.2 This fee will be payable in two parts, 50% on 31 December, and remainder on 30 June of the financial year.

11.3 There will be no other fees or remuneration charged between the DM and the Municipality including but not limited to the use of aerial support, additional deployment, and such additional requests as may arise from time to time

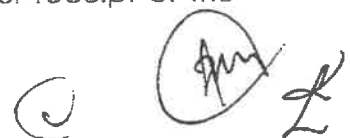
11.4 The District shall charge fees (for his own account) for the rendering of services to the owner of the property per the act, within the area of operation and report thereon as part of the quarterly reporting requirement as set out in clause 9.

12. PERFORMANCE FROM DISTRICT MUNICIPALITY

12.1 According to this agreement the District Municipality will adhere to the following service standards:

12.1.1 Respond to any fire emergency in Swellendam within 6 minutes of the call being logged. Call logs must be submitted for verification to the Director: Community Services at the 7th of each following month.

12.1.2 All building plans input to be provided to Swellendam Municipality in writing within 7 days after receipt of the notification of input.



- 12.3 Annual review of disaster management plan of Swellendam Municipality.
- 12.4 Annual evacuation exercise of all municipal buildings to be undertaken.
- 12.5 Assessment of emergency evacuation plans for all municipal buildings and /or sites.
- 12.6 At least one fire awareness exercise per quarter to be taken in collaboration with Swellendam Municipality.

13. INJURY OR DAMAGE TO PERSON AND PROPERTY

The parties shall indemnify and keep indemnified each other against all losses and against all claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the PARTIES providing the fire and rescue service and against all claims demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

That the District Municipality will indemnify Swellendam Municipality, its said Council and employees against all claims made by third parties consequent upon the performance, purported performance or non-performance of services provided or not provided by the District under this agreement.

Provided that nothing herein contained shall be deemed to render either party liable for or in respect of or to indemnify the other party against any compensation or damages which may arise out of or in consequence of injury or damage to persons or property resulting from any act or omission or neglect by the other party, its agents, servants for or in respect of any claims, demands proceedings, damages, costs, charges, and expenses in respect thereof or in relation thereto.

14. THE PARTIES RIGHT OF ACCESS

The parties shall through their respective Municipal Managers, or representatives, have access to or over each other's area and property for the purposes of doing anything authorised or required to be done by them in terms of this Agreement.

15. RECORDS AND OTHER DATA

Copies of all records, documents, computer software and data of whatsoever nature prepared by the Municipality or the District as part of this agreement shall be made available on request.

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16. TERMINATION OF CONTRACT

In addition to any rights of cancellation which either Party may have at Common Law, this Agreement may be cancelled as follows namely:

- 16.1 By either Party ("the innocent Party") in the event of the other Party ("the offending Party") committing a material breach of any of the terms of this Agreement and failing to remedy such breach within a period of 30 (Thirty) days after receipt of written notice given by the innocent Party to the offending Party drawing attention to the breach and demanding that it be remedied;
- 16.2 By either Party if the one Party ("the offending Party") is at any time placed in liquidation, whether provisional or final, or if it compromises with its creditors, or if it has had any judgement given against it and such judgement is final or becomes final and is not satisfied within 21 (twenty-one) days;
- 16.3 By either Party, without having to give any reason for the termination, subject to a 180 day no default written notice of termination delivered to the Municipal Manager of the other Municipality.
- 16.4 Termination of this Agreement for whatsoever reason shall not affect the rights of either Party's outstanding debts and/or obligations in terms of the Agreement. Each Party acknowledges and agrees with the other that the undertakings given in relation to Confidential Information and Intellectual Property Rights shall survive the termination of this Agreement.



17.1 Liability and Insurance

- 17.1 Overberg District Municipality indemnifies Swellendam Municipality from any claims that may arise from first, second- or third-party claims, where such claims have a direct bearing on ODM's capacity to respond or for failing respond to or the inadequacy of response or causing damages (water and other damages) during the execution of its functions.
- 17.2 All legal, damages and insurance claims will be for the account of ODM for fire, disaster or related damage, whether such damage is caused through negligence or not or otherwise.
- 17.3 ODM indemnifies Swellendam from any and all individual, mutual and several claims that may arise as a party to the collective agreement of the ODM with the municipalities in the district.

18. DOMICILIA

Each of the parties chooses as *Domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth hereunder –

DISTRICT MUNICIPALITY: 26 Long Street
Bredasdorp
7280
REPUBLIC OR SOUTH AFRICA

MUNICIPALITY: 49 Vootrek Street
Swellendam
6740
REPUBLIC OF SOUTH AFRICA

Any notice to any party shall be addressed to it at its *domicilium* previously mentioned and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice –

Sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and

A handwritten signature inside a circle, followed by the letter 'L' and another circle.

Delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) days after the service of the notice in question.

19. RESOLUTION OF DISPUTES

- 19.1 Chapter 4 of the Intergovernmental Relations Framework Act 13 of 2005 requires all organs of state to make every reasonable effort to settle a dispute without legal proceedings.
- 19.2 An organ of state that is a party to an intergovernmental dispute with another government may declare the dispute a formal intergovernmental dispute by notifying the other party of such declaration in writing.
- 19.3 Before declaring a formal intergovernmental dispute, the organ of state in question, must in good faith, make every reasonable effort to settle the dispute, including the initiation of direct negotiations with the other party or negotiations through an intermediary.
- 19.4 In relation to this Agreement a point of dispute identified by either party, must be identified by the injured party and brought to the attention of the transgressing party, in writing, within thirty (30) days of the injured party becoming aware of the matter.
- 19.5 The notice referred to in paragraph must identify the nature of the dispute, including the precise issue(-s) of the dispute.
- 19.6 Once a notice of dispute is received by either party, the parties must promptly convene a meeting within 14 working days between themselves, or their representative and endeavour to resolve the dispute amicably.
- 19.7 If the dispute raised by the injured party is not addressed within sixty (60) days of the formal notification of dispute, the dispute may progress to formal mediation prescribed in Section 17.1 of this Agreement.

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19.8 Section 42(4) of the Intergovernmental Relations Framework Act 13 of 2005 indicates that if the parties to the dispute fail to convene a meeting as prescribed in Section 42(1) the MEC for local government in the province may convene a meeting between the parties.

19.9 If the parties fail to attend a meeting convened by the Minister or MEC or to designate a facilitator as prescribed in Section 18.1 of this Agreement, the MEC may designate a facilitator on behalf of the parties.

Any dispute which may arise out of or regarding –
Any matters arising out of this Agreement;
The interaction of this Agreement
Shall be dealt with in the following manner –

19.10 In the first instance the PARTIES shall seek the amicable resolution of the dispute between themselves within 60 days or earlier where possible;

19.11 In the event of no agreement possible as previously mentioned the PARTIES shall follow the agreed upon dispute resolution procedure.

20. MEDIATION

20.1 Each party shall submit a list with 3 (three) names of knowledgeable persons, with expertise relating to the particular field in which the dispute arose, as potential mediators from which one mediator shall be selected by agreement between the parties. Should the parties fail to reach agreement on the choice of the mediator within 5 (five) working days from the day on which it has become apparent that the matter cannot be settled through negotiation, any of the parties may request the Institute for Mediation and Arbitration of South Africa to appoint a mediator.

20.2 The mediator shall in his sole discretion determine the form of representations to be made, provided that in making this determination, the mediator shall consult the disputing parties and may be guided by their common reasonable desire on the form in which the said representations are to be made. All representations by the parties shall be made without prejudice.

20.3 The mediator shall within a period of 10 (ten) working days after receipt of the representations of the parties' endeavour to

Q (Am) L

facilitate an agreement between them or determine a procedure or framework within which they can negotiate to resolve the dispute or difference. All representations by the parties shall be made without prejudice.

20.4 Any such negotiated agreement shall be in writing, signed by both parties and be binding on the parties. Failing agreement between the parties the dispute shall be resolved by the submission thereof to arbitration.

20.5 The parties agree to contribute equally to the cost of the mediator and each party shall bear any other costs separately regardless of the outcome of the mediation.

A person designated as a facilitator must –

(a) Assist the parties to settle the dispute in any manner necessary; and

(b) Submit to the Minister or MEC for local government in the relevant province –

(i) An initial report concerning –

(aa) the nature of the dispute and the precise issues that are in dispute;

(bb) the mechanism or procedure to be used to settle the dispute; and

(cc) any other matter that may be prescribed by regulation in terms of Section 47 of the Intergovernmental Relations Framework Act 13 of 2005.

(ii) Progress reports containing such information as may be prescribed by regulation in terms of Section 47 of the Intergovernmental Relations Frameworks Act 13 of 2005.

(c) The report must be submitted to the MEC of Local Government.

A party to a formal intergovernmental dispute may request assistance in the settlement of the dispute from the MEC for local government, if it is a dispute referred to in Section 42(4) of the Intergovernmental Relations Framework Act 13 of 2005.

On receipt of a request for assistance, the MEC may take any appropriate steps to assist the parties in settling the dispute, including the designation of an official in the public service or other person to act as facilitator between the parties.

A facilitator designated in terms of subsection 44(2) of the Intergovernmental Relations Framework Act 13 of 2005, acts on the instruction of the MEC.

② 

Only after all efforts to settle the dispute as per this Agreement have been exploited without success, may a formal intergovernmental dispute be declared.

It should be noted that all negotiations in terms of Section 41 of the Intergovernmental Relations Framework Act 13 of 2005, as well as its subsequent reports are privileged and may not be used in any judicial proceedings as evidence by or against any of the parties in the intergovernmental dispute.

Only after the above processes have been exhausted may the dispute proceed to arbitration and if not resolved, litigation.

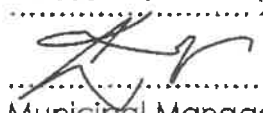
21. ARBITRATION

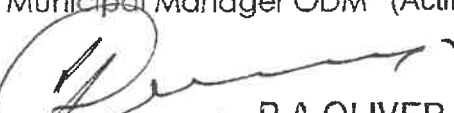
- 21.1 The arbitration proceedings shall be held at the Municipal Head Offices of the Overberg District Municipality, alternatively a convenient location as agreed to by the parties.
- 21.2 The only persons present at the arbitration shall be the legal representatives and a maximum of two other representatives of each of the parties to the dispute. This clause relates only to the limitation in respect of the representation of the parties during arbitration and in no way, shall be interpreted to limit any of the parties to call witnesses and present evidence substantiating its case to the arbitrator.
- 21.3 The proceedings shall be in terms of the Arbitration Act, Act 42 of 1965 (as amended) subject to the provisions of clause 48.5.
- 21.4 The arbitrator shall be, an independent person agreed to by the parties. Should the parties fail to agree on a mutually acceptable arbitrator, within 5 (five) working days after having submitted the matter to arbitration, an arbitrator shall be appointed at the request of any party by the Chairman of the Cape Bar.
- 21.5 The arbitrator appointed shall not be obliged to follow the strict principles of law in determining the dispute, but shall be entitled, in his sole discretion to determine the dispute with due reference to the equities prevailing in respect of the dispute. The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date or fails to appear at the arbitration, provided that reasonable notice has been given to parties to make their submissions or appearances.

- 21.6 The parties irrevocably agree and undertake that any award or order or whatsoever made by the arbitrator shall be final and binding upon them and may at the option of either party be made an order of any division of the High Court of South Africa to which jurisdiction the parties are subject. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.
- 21.7 This clause shall not prevent any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 21.8 The parties agree to contribute equally to the cost of the arbitrator and each party shall bear any other costs separately regardless of the outcome of the arbitration.

DATED AT Bredasdorp THIS 13 THE DAY OF
December 2021.


.....
Municipal Manager ODM (Acting)


.....
P.A. OLIVER
Witness ODM

DATED AT SWELLENHAM THIS 13 TH DAY OF
December 2021.


.....
Municipal Manager: Swellendam

.....
Witness Swellendam

ADDENDUM

TO

FIRE AND RESCUE SERVICE DELIVERY AGREEMENT

Made and entered into by and between –

OVERBERG DISTRICT MUNICIPALITY
(Hereinafter referred to as "District Municipality")

And

Swellendam Municipality
(Hereinafter referred to as "Municipality")

Whereas the function of structural firefighting is assigned to Swellendam Municipality in accordance with the Local Government – Municipal Structures Act 117 of 1998, and in the interest of inter-governmental relationship and to the advantage of the communities both municipalities serve; the Overberg District Municipality and Swellendam Municipality are desirous to enter into a service level agreement for the provision of structural fire services in the Swellendam jurisdictional area as a whole.

NOW THEREFORE THE PARTIES HERETO AGREED WITH EACH OTHER:

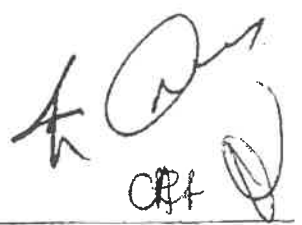
To make the following amendments to the existing agreement that was signed on 13 December 2021:

Clause 11 - REMUNERATION and FEES

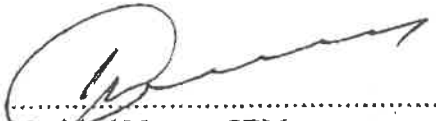
11.1 The municipality will pay the District Municipality the following annual fee for the rendering of the service:

11.1.1 2020/2021	Actual billings for November 2020 to 30 June 2021
11.1.2 2021/2022	R250 000 plus actual billings for July–October 2021
11.1.3 2022 / 2023	R750 000
11.1.4 2023 / 2024	R1 000 000

Add clause 11.5 – *The amounts in clause 11.1 will be exclusive of VAT*

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'K' and another more complex one, along with some initials and a date '08/1'.

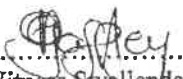
DATED AT Breda THIS 29th TH DAY OF
April 2022.


.....
Municipal Manager ODM


.....
Witness ODM

DATED AT Swellendam THIS 30th TH DAY OF
June 2022.


.....
Municipal Manager: Swellendam


.....
Witness Swellendam

-----END-----

ADDENDUM
TO
FIRE AND RESCUE SERVICE DELIVERY AGREEMENT

Made and entered into by and between –

OVERBERG DISTRICT MUNICIPALITY
(Hereinafter referred to as “District Municipality”)

And

Swellendam Local Municipality
(Hereinafter referred to as “Municipality”)

Whereas the function of structural firefighting is assigned to Swellendam Municipality in accordance with the Local Government – Municipal Structures Act 117 of 1998, and in the interest of inter-governmental relationship and to the advantage of the communities both municipalities serve; the Overberg District Municipality and Swellendam Municipality are desirous to enter into a service level agreement for the provision of structural fire services in the Swellendam jurisdictional area as a whole.

NOW THEREFORE THE PARTIES HERETO AGREED WITH EACH OTHER:

To make the following amendments to the existing agreement that was signed on 14 May 2021 and the addendum that was signed on 30 June 2022:

Clause 1 - DEFINITIONS

Change clause 1.10 “CPIX” the CPI inflation index provided by National Treasury in the Annual MFMA Budget Circular shall be used for this adjustment based on forecast CPI Index as released in March circular of the preceding financial year to ensure that the budget and actual levied amounts correspond.

Clause 5 – **PERIOD OF AGREEMENT**

Add clause 5.3 The period for agreement will be extended with another year until 30 June 2025 whereafter the contract will be renegotiated.

Clause 11 - **REMUNERATION and FEES**

Add to clause 11.1

11.1.5 2024 / 2025 R1 000 000 plus CPIX

Add clause 11.5 – *The amounts in clause 11.1 will be **exclusive of VAT***

DATED AT THISTH DAY OF
..... 2024.

.....
Municipal Manager ODM

.....
Witness ODM

DATED AT THISTH DAY OF
..... 2024.

.....
Municipal Manager: Swellendam

.....
Witness Swellendam

-----END-----

My Swellendam Map



4/10/2024, 12:13:52 PM

-  Registered (Deeds) Cadastre
-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3
-  Minor Arterial/B or C Road
-  Municipal Boundary

-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3

-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3

1:1,955

0 0.02 0.04 0.06 0.08 mi
0 0.03 0.06 0.12 km



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N
Robinson, NCEAS, NLS, OS, NMA, Geodataslysen,
Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the
GIS user community, Source: Esri, Maxar, Earthstar
Geographics, and the GIS User Community, Swellendam



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49 Voortrek Street, Swellendam | P.O Box 20, Swellendam 6740

LAND USE PLANNING APPLICATION FORM

In terms of Section 15 of the Swellendam By-law on Municipal Land Use Planning, 2020

Application on Erf/Farm: 3 Town / Area: Barrydale

KINDLY NOTE: Please complete this form using BLOCK capitals and ticking the appropriate boxes.

PART A: APPLICANT / AGENT DETAILS

First name(s)	MARK		
Surname	SAUL		
South African Council for Planners (SACPLAN) registration number (if applicable)			
Company name (if applicable)			
Postal Address	4 VAN RIEBEECK BARRYDALE		Postal Code 7650
Email	MARKHSAUL@GMAIL.COM		
Tel		Fax	Cell

PART B: REGISTERED OWNER(S) DETAILS (If different from applicant)

Registered owner(s)			
Physical address			Postal code
E-mail			
Tel		Fax	Cell

PART C: PROPERTY DETAILS (in accordance with title deed)

Property description (Erf/Erven/Portion(s) or Farm(s), allotment area.)	ERF 3		
Physical Address	LAING		
GPS Coordinates	N.A.	Town/City	BARRYDALE
Current Zoning	Extent	m ² / ha	Are there existing buildings? ☒
Current Land Use			
Title Deed number and date	T		

Any restrictive conditions?	☒	If Yes, list condition(s)	
Are the restrictive conditions in favour of a third party(ies)?	☒	If Yes, list the party(ies)	
Is the property encumbered by a bond?	☒	If Yes, list bondholder(s)	
Any existing unauthorized buildings and/or land use on the subject property(ies)?	☒	If yes, is this application to legalize the building / land use?	Y ☒
Are there any pending court case(s) / order(s) relating to the subject property(ies)?	☒	Are there any land claim(s) registered on the subject property(ies)?	☒

PART D: PRE-APPLICATION CONSULTATION					
Has there been any pre-application consultation?	☒	☒	If Yes, complete the information below and attach the minutes of the pre-application consultation.		
Official's name		Reference Number		Date of consultation	

PART E: LAND USE PLANNING APPLICATIONS IN TERMS OF SECTION 15 OF THE SWELLENDAM MUNICIPAL BY-LAW ON MUNICIPAL LAND USE PLANNING, 2020		
Section	Type of application	Tick
Sect.15(2)(a)	Rezoning of land	
Sect.15(2)(b)	Permanent departure	
Sect.15(2)(c)	Temporary departure	
Sect.15(2)(d)	Subdivision of land and servitude/rental agreement	☒
Sect.15(2)(e)	Consolidation of land	
Sect.15(2)(f)	Removal, suspension and amendment of restrictive conditions	
Sect.15(2)(g)	Permission which is required by the zoning scheme	
Sect.15(2)(h)	Amendment, deletion or removal of conditions on existing approval	
Sect.15(2)(i)	Extension of the validity period of an approval	
Sect.15(2)(j)	Approval of an overlay zone as contemplated in the zoning scheme	
Sect.15(2)(k)	Amendment or cancellation of an approved subdivision plan or part thereof or a general plan or diagram	
Sect.15(2)(l)	Permission required in terms of a condition of approval	
Sect.15(2)(m)	Determination of a zoning	
Sect.15(2)(n)	Closure of a public place or part thereof	
Sect.15(2)(o)	Consent use contemplated in the zoning scheme	
Sect.15(2)(o)	Consent use to allow for an additional dwelling and a house shop in low income areas as contemplated in the zoning scheme	
Sect.15(2)(p)	To disestablish an owner's association	
Sect.15(2)(q)	Rectify a failure by a home owner's association to meet its obligations in respect of the control over or maintenance of services	
Sect.15(2)(r)	Permission required for the reconstruction of an existing building that constitutes a non-conforming use	
Sect.24(1)	Exemption from sub-division and consolidation	
Application fees that are paid to the Municipality are non-refundable. Application fees will be calculated by Swellendam Municipality and includes the cost of publishing and serving notice of an application.		
BANKING DETAILS		
Name:	Swellendam Municipality	
Bank:		
Branch no.:		
Account no.:		

PART F: DETAILS OF PROPOSAL

Brief description of proposed development / intent of application:

Proposed Servitudes over
Farm Tradouwshoek No. 65

Please Note: This application form must be accompanied by an appropriate Motivation Report and Plans (Regional Plan, Locality Plan, Site Development Plan and Sketch Plans – as applicable) Please refer to **Annexure A** for further details.

PART G: ATTACHMENTS AND SUPPORTING INFORMATION AND DOCUMENTATION FOR LAND USE PLANNING APPLICATION
 [section 15(2)(a) to (s) of the Swellendam Municipal By-law on Municipal Land Use Planning, 2020]

Complete the following checklist and attach all the information and documentation relevant to the proposal. Failure to submit all information and documentation required will result in the application being deemed incomplete. It will not be considered complete until all required information and documentation have been submitted.

Information and documentation required in terms of section 38(1) of said legislation

Y	X	Power of attorney / Owner's consent if applicant is not owner	Y	X	Bondholder's consent (if applicable)
	X	Resolution or other proof that applicant is authorised to act on behalf of a juristic person	Y	X	Proof of registered ownership or any other relevant right held in the land concerned
Y	X	Written motivation	Y	X	S.G. diagram / General plan extract
X	N	Locality plan	Y	X	Site development plan or conceptual layout plan
X	N	Proposed subdivision plan / site plan (as applicable)	Y	X	Proof of agreement or permission for required servitude
Y	X	Proof of payment of application fees	X	N	Full copy of the title deed
	X	Conveyancer's certificate	Y	X	Minutes of pre-application consultation meeting (if applicable)

Supporting information and documentation:

	X	N/A	Consolidation plan	Y	X	N/A	Land use plan / Zoning plan
	X	N/A	Street name and numbering plan	Y	N	X	1 : 50 / 1:100 Flood line determination (plan / report)
Y	N	X	Landscaping / Tree plan	Y	X	N/A	Home Owners' Association consent
	X	N/A	Abutting owner's consent				?
Y	X	N/A	Copy of Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) / Traffic Impact Assessment (TIA) / Traffic Impact Statement (TIS) / Major Hazard Impact Assessment (MHIA) / Environmental Authorisation (EA) / Record of Decision (ROD) (strikethrough irrelevant)		N	X	Services Report or indication of all municipal services / registered servitudes
Y	X	N/A	Copy of original approval and conditions of approval	Y	X	N/A	Proof of failure of Home owner's association
Y	X	N/A	Proof of lawful use right		X	N/A	Any additional documents or information required as listed in the pre-application consultation form / minutes
Y	X	N/A	Required number of documentation copies		X	N/A	Other (specify)

PART H: AUTHORISATION(S) IN TERMS OF OTHER LEGISLATION

Y	X	National Heritage Resources Act, 1999 (Act 25 of 1999)		X	Specific Environmental Management Act(s) (SEMA)
---	---	--	--	---	---

Y	☒	National Environmental Management Act, 1998 (Act 107 of 1998)				(e.g. Environmental Conservation Act, 1989 (Act 73 of 1989), National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004), National Environmental Integrated Coastal Management Act, 2008 (Act 24 of 2008), National Environmental Management: Waste Act, 2008 (Act 59 of 2008), National Water Act, 1998 (Act 36 of 1998) (striethrough irrelevant)
Y	☒	Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970)				
Y	☒	Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA)				
Y	☒	Occupational Health and Safety Act, 1993 (Act 85 of 1993): Major Hazard Installations Regulations				
Y	☒	Land Use Planning Act, 2014 (Act 3 of 2014) (LUPA)			☒	Other (specify)
Y	☒	If required, has application for EIA / HIA / TIA / TIS / MHIA approval been made? If yes, attach documents / plans / proof of submission etc.				
Y	☒	If required, do you want to follow an integrated application procedure in terms of section 44(1) of the Swellendam Municipal By-law on Municipal Land Use Planning, 2015? If yes, please attach motivation.				

SECTION I: DECLARATION

I hereby confirm the following:

1. That the information contained in this application form and accompanying documentation is complete and correct.
2. I am aware that it is an offense in terms of section 86(1)(e) to supply particulars, information or answers knowing the particulars, information or answers to be false, incorrect or misleading or not believing them to be correct.
3. I am properly authorized to make this application on behalf of the owner and (where applicable) that a copy of the relevant power of attorney or consent are attached hereto.
4. Where an agent is appointed to submit this application on the owner's behalf, it is accepted that correspondence from and notifications by the Municipality in terms of the by-law will be sent only to the agent and that the owner will regularly consult with the agent in this regard.
5. That this submission includes all necessary land use planning applications and information required to enable the development proposed herein.
6. I confirm that the relevant title deed(s) have been read and that there are no restrictive title deed restrictions, which impact on this application, or alternatively an application for removal/suspension or amendment forms part of this submission.
7. I am aware that development charges to the Municipality in respect of the provision and installation of external engineering services are payable by the applicant as a result of the proposed development.
8. I am aware that the application fees cannot be refunded as per Section 39(2) of the Swellendam By-law on Municipal Land Use Planning, 2020.

Approval for processing of personal information

By signing the application form, you acknowledge that you are aware that your personal information may, for purposes of your application, be processed by the Swellendam Municipality in terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

Applicant's signature:		Date:	24-01-24
Full name:	MARK SAUL		
Professional capacity:			
SACPLAN registration number:	N.A.		

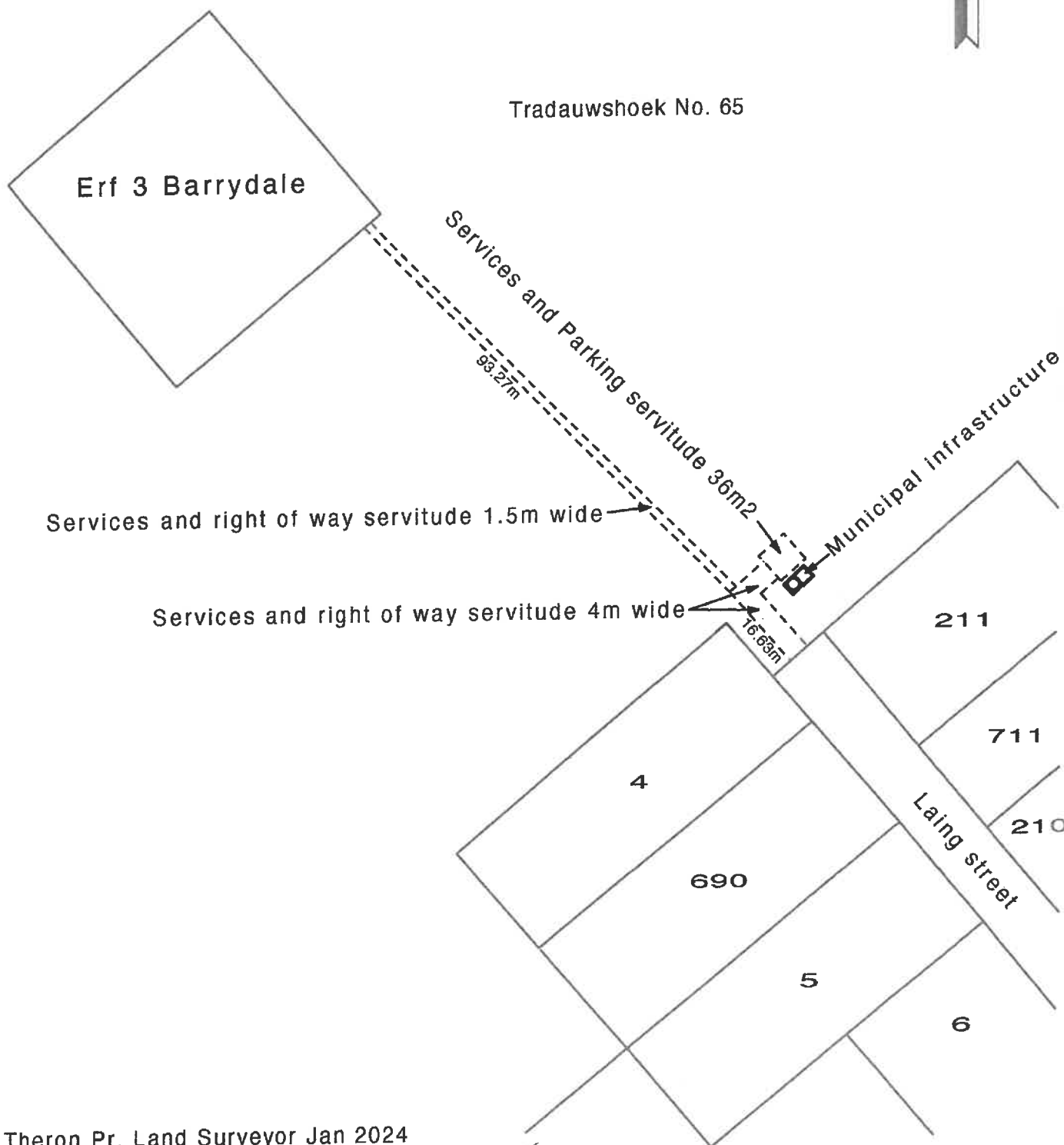
FOR OFFICE USE ONLY

Date received:	
Received by:	

PROPOSED SERVITUDES OVER FARM TRADAUWSHOEK No. 65

SWELLENDAM DISTRICT

Scale 1: 1000



1083

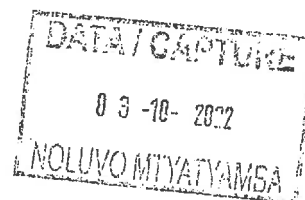
Greyvensteins
Parc du Cap
1st Floor, Building No. 3
Mispel Road
Bellville
7535

Prepared by me

CONVEYANCER
EMILE GREYVENSTEIN (90318)

MICHELLE SMIT
(LPC NUMBER 92856)

Deeds Office Registration fees as per Act 47 of 1937		
	Amount	Office Fee
Purchase Price	R. 6 000,00	R. 43,00
Reason for exemption	Category Exemption	Exemption i to. Sec/Reg. Act/Proc.



T 047762/22

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

HENNO NÖTHNAGEL
(LPC NUMBER 88131)

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney granted to him/her by

THE VALLEY INN CC
Registration Number 1987/010182/23

which said Power of Attorney was signed at Barrydale on 19 May 2022

And the appearer declared that his/her said principal had, on 28 March 2022, truly and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

MARK HEIN SAUL

Identity Number [REDACTED]

Unmarried

his Heirs, Executors, Administrators or Assigns, in full and free property

ERF 3 BARRYDALE

**IN THE MUNICIPALITY AND DIVISION OF SWELLENDAM
PROVINCE OF THE WESTERN CAPE**

**IN EXTENT 2231 (TWO THOUSAND TWO HUNDRED AND THIRTY ONE)
Square metres**

FIRST TRANSFERRED by Deed of Transfer Number T387 of 16 December 1879 with Diagram relating thereto and held by Deed of Transfer Number T6361/1949.

SUBJECT to the conditions referred to in Deed of Transfer No. 1767, dated 17th March 1913.

WHEREFORE the said Appearer, renouncing all rights and title which the said

THE VALLEY INN CC
Registration Number 1987/010182/23

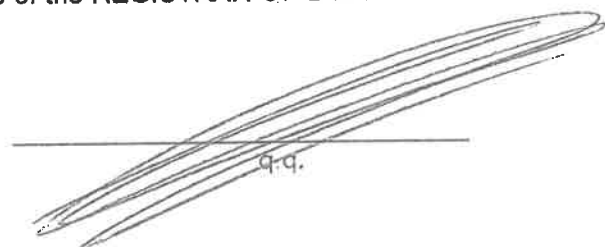
heretofore had to the premises, did in consequence also acknowledge it to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

MARK HEIN SAUL, Unmarried

his Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R60 000,00 (SIXTY THOUSAND RAND) .

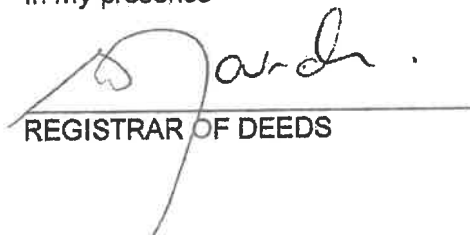
IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on 27 SEP 2022



q.q.

In my presence



REGISTRAR OF DEEDS

SWELLEDAM MUNICIPALITY



DIRECTORATE: FINANCIAL SERVICES

SUPPLY CHAIN MANAGEMENT

**3rd QUARTER IMPLEMENTATION REPORT FOR THE
2023/2024 FINANCIAL YEAR**

31 March 2024

INDEX

The scope of the implementation review will include the following:

1. Introduction
 2. Policy
 3. Delegations
 4. Organisational Structure
 5. Demand Management
 6. Acquisition Management
 7. The Bid Committee System
 8. Deviations
 9. Awards to Close Family Members of Persons in the Service of the State
 10. Awards to persons in the service of the state
 11. Reports above R100,000 as submitted to National Treasury
 12. Logistics, Disposal and Risk Management
 13. Recommendation
-

1. INTRODUCTION

This report is a summary of the implementation of the Supply Chain Management Policy as adopted by Council and highlights the implementation of Supply Chain Management in Swellendam Municipality. It is required by regulation 6(3) of the Supply Chain Management Regulations that the Accounting Officer submits a quarterly report on the implementation of Supply Chain Management to the Mayor to give effect to his oversight role. Following is a summary of the Supply Chain Management Implementation Report for the 3rd quarter in terms of the 2023/2024 financial year of Swellendam Municipality:

2. POLICY

The SCM Policy and Preferential Procurement Policy were revised and adopted by Council on 30 January 2024 due to the amendments to the SCM regulations, 2005 issued on 14 December 2023. This revision and adoption was done in terms of Regulation 3 of the SCM Regulations.

3. DELEGATIONS

SCM delegations are in place. The purpose of such delegations is to maximise administrative and operational efficiency and also provide adequate checks and balances in the municipality's Supply Chain Management function. The delegations were reviewed and approved by the MM on 30 June 2023.

4. ORGANISATIONAL STRUCTURE

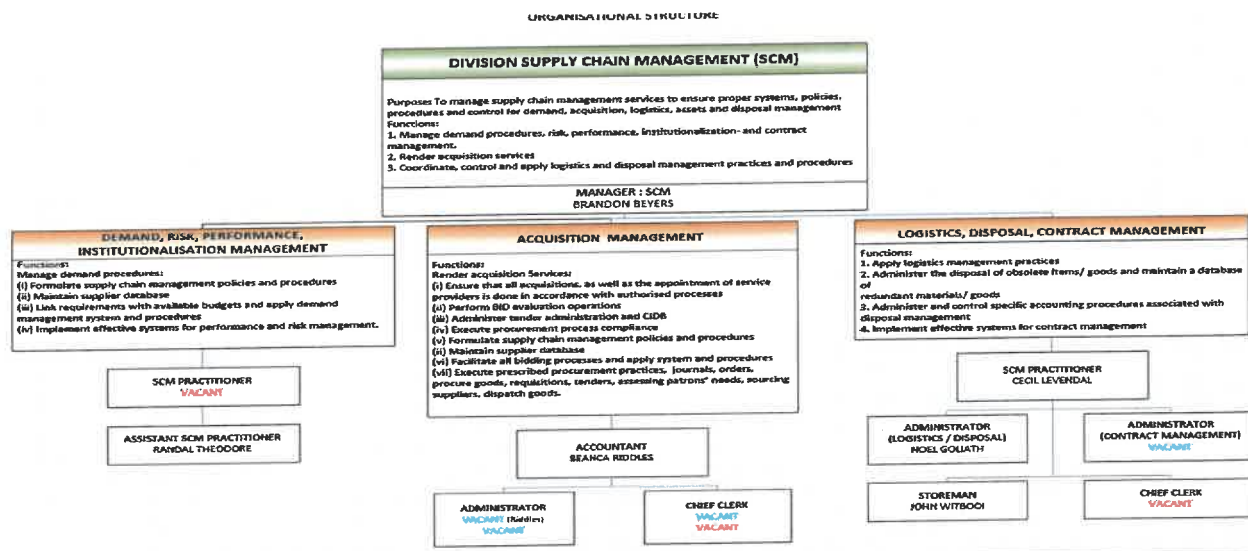
In terms of Paragraph 7 of the Municipal Supply Chain Management Regulations (MSCMR), the municipality must establish a Supply Chain Management Unit (SCMU) to implement its supply chain management policy. The SCMU must operate under the direct supervision of the Chief Financial Officer (CFO) or may be delegated to an official in terms of Section 82 of the MFMA.

A new organisational structure was approved as follows by Council:

Seven posts were vacant during the financial year of which four new appointments were made during June 2023.

The following new appointments were made:

Name	Position	Start date
Keanan Juries	Chief Clerk Acquisition	01 July 2023
Lee-Zay Michaels	Administrator: Contracts	01 July 2023
Jason Scholtz	Administrator: Acquisition	01 July 2023
Lusanda Siyeka	Administrator: Acquisition	01 August 2023

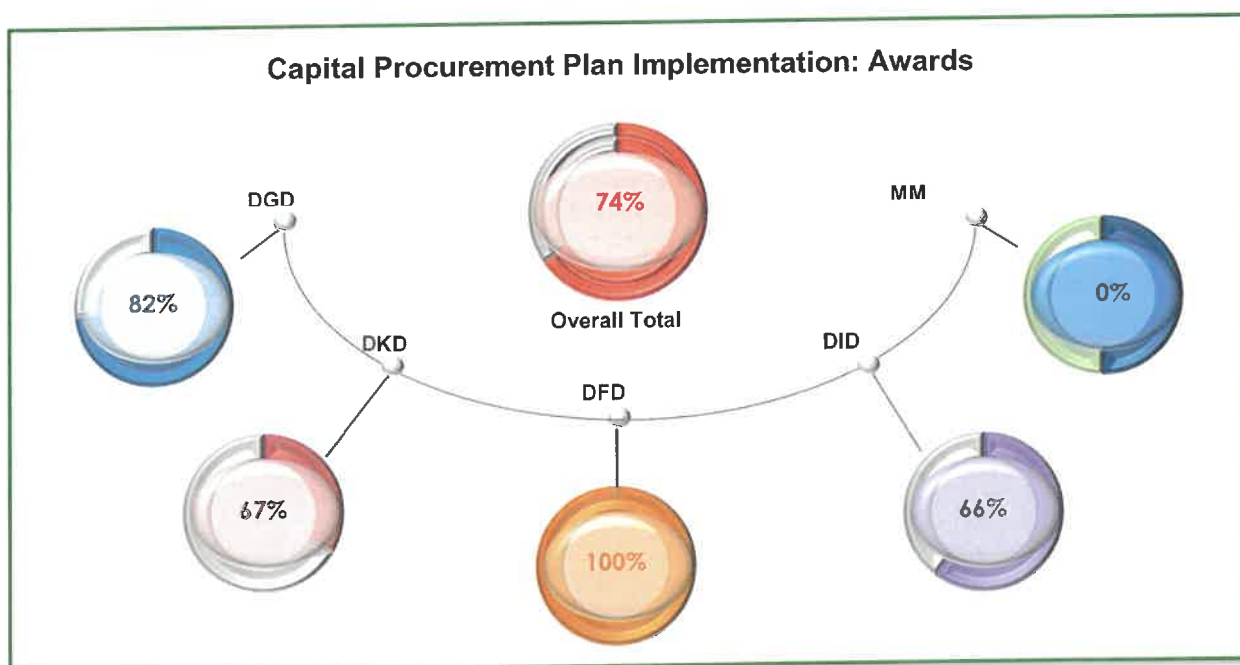


5. DEMAND MANAGEMENT

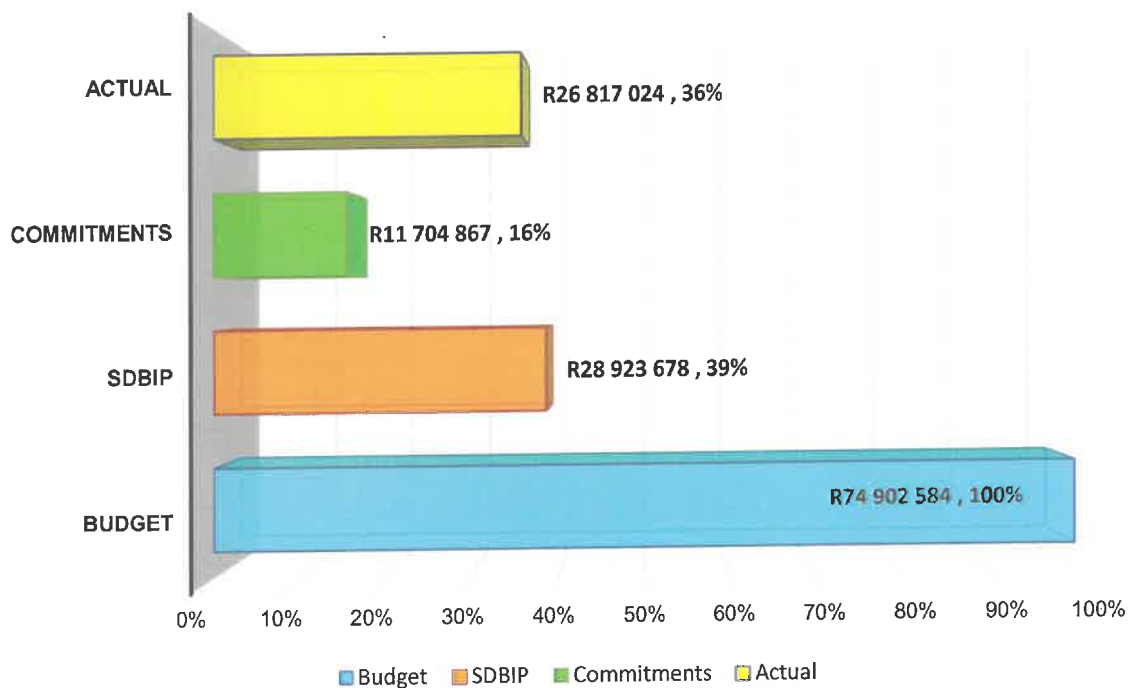
Preferred Suppliers Database

The Municipality is required by legislation to have and maintain a Database of Accredited Prospective Suppliers in order to ensure that all the procurement of goods and services for the Municipality is made through this Database. The Database has been developed from a manual one to a functional electronic Database of Prospective Suppliers maintained by the SCMU. Currently, there are 1791 suppliers registered on this Database which represent an increase of 31 suppliers from previous quarter. Service providers are also encouraged to register on the Central Supplier Database.

Procurement Planning Implementation: Capital

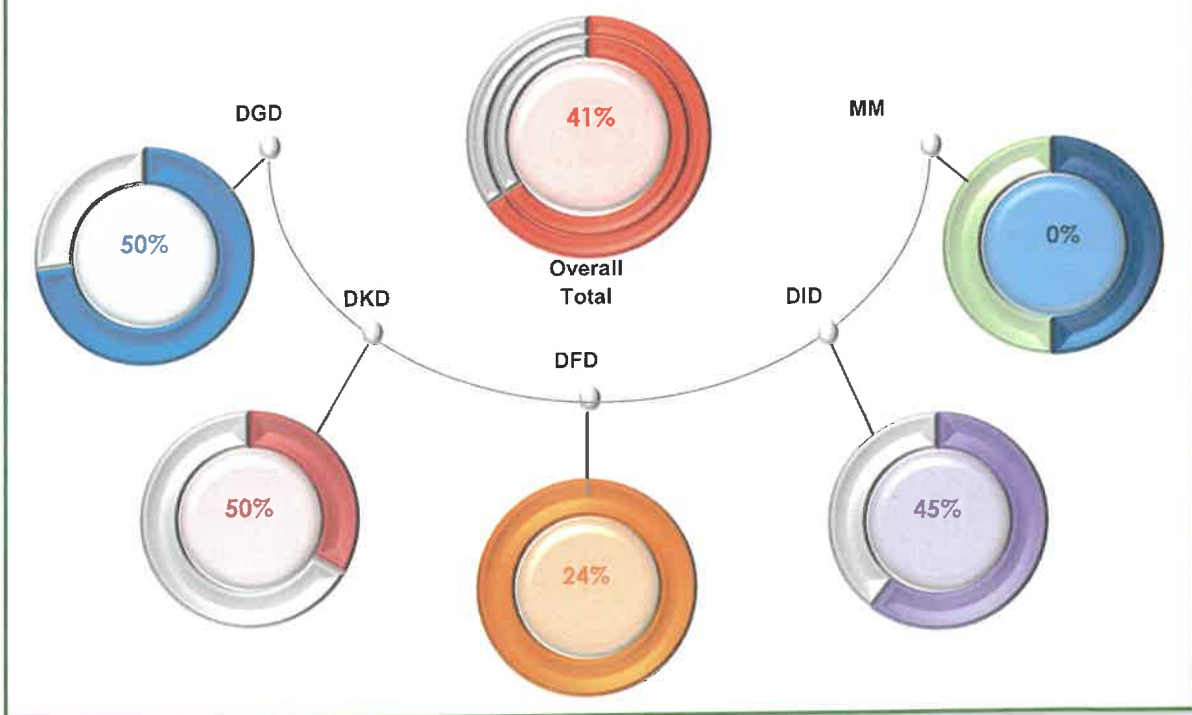


Overall Performance (CAPEX)



Operational

Operational Procurement Plan Implementation: Awards



6. ACQUISITION MANAGEMENT

Procurement Statistics

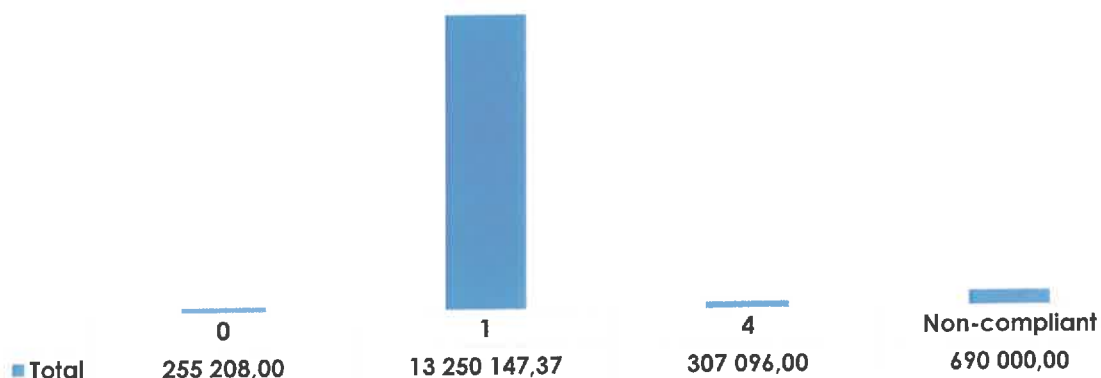
Nr.	Process description	Total	Monthly average	Daily average	Value
1	No of BSC meetings	16	5	0,27	n/a
2	No of BEC meetings	14	5	0,23	n/a
3	No of BAC meetings	8	3	0,13	n/a
4	No of orders processed/placed	1163	388	19,38	R39 465 857
5	No of formal quotations awarded (R30 000 to R300 000)	11	4	0,18	R690 684
6	No of tenders awarded above R300 000	9	3	0,15	R13 423 388
7	No of awards above R30 000 (CIDB)	6	2	0,10	R10 371 333
8	No of contract price increases approved	6	2	0,10	n/a
9	No of contracts extended i.t.o MFMA circular 62	2	1	0,03	R1 020 308
10	No of contracts extended i.t.o s.116(3) of MFMA	1	0	0,02	R100 000
11	No of Deviations	9	3	0,15	R339 058
12	No of minor breaches	0	0	0,00	R0
13	No of stock receipts	364	121	6,07	R1 007 346
14	No of stock issued	2348	783	39,13	-R1 282 030
15	No of stock disposal	1	0	0,02	R4 060
16	No of stock take	3	1	0,05	R5 238 686
17	No of requests received for disposal	2	1	0,03	R179

7. BID COMMITTEE SYSTEM

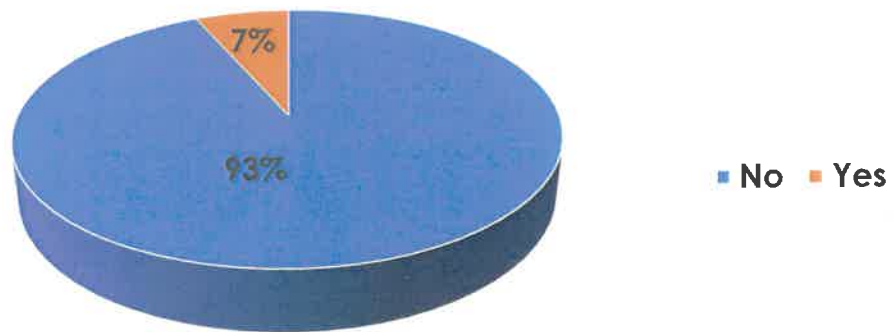
The Accounting Officer has appointed permanent members on the respective committees as well as secundis. Letters of Appointment, the Code of Conduct and Declaration of Interest have already been signed by the members and secundis of the committees.

Bids awarded

BBBEE Awards on tenders

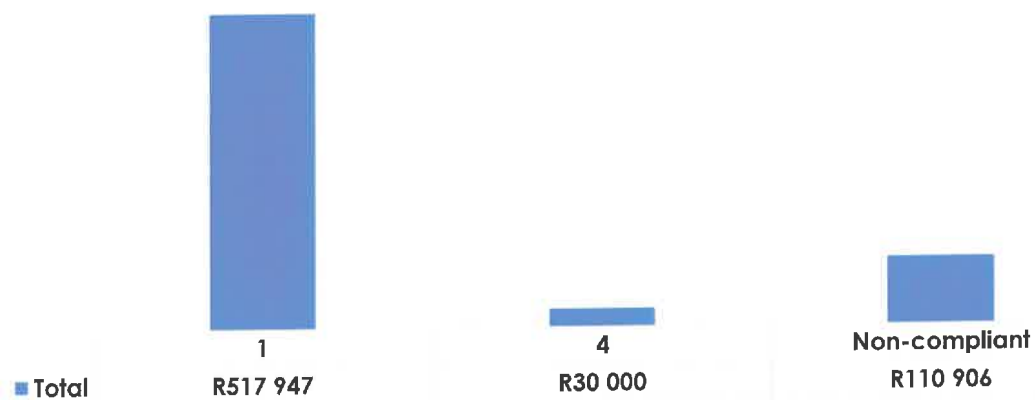


Tender awards to local suppliers

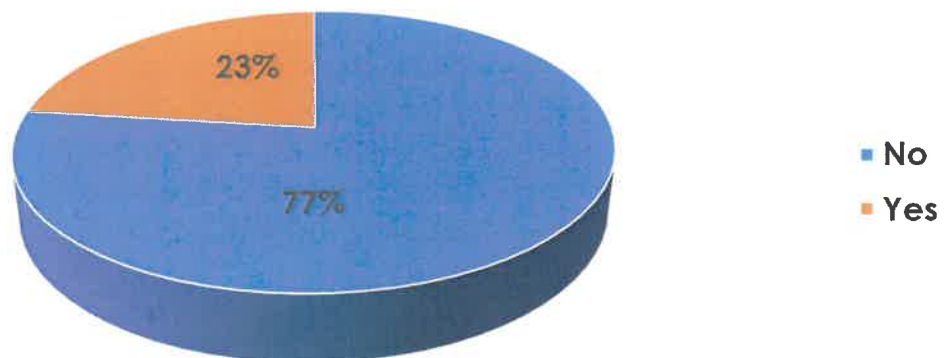


Formal Quotes >R30k awarded

Awards per BBBEE Level



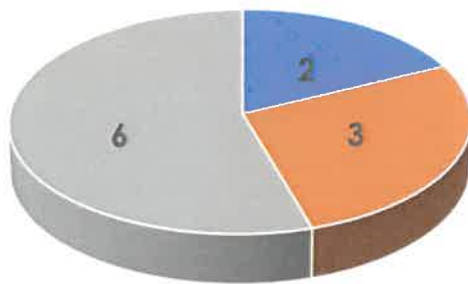
Awards to local suppliers



8. DEVIATIONS FROM PROCUREMENT PROCESSES

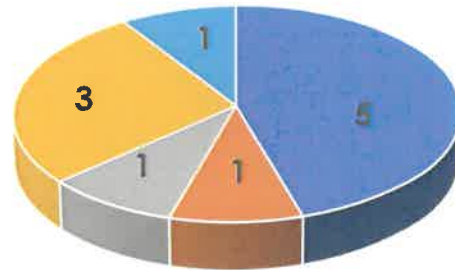
Please find statistics as well as a schedule of the deviations approved by the Accounting Officer during the 3rd quarter of the 2023/24 financial year:

No of Deviations per type



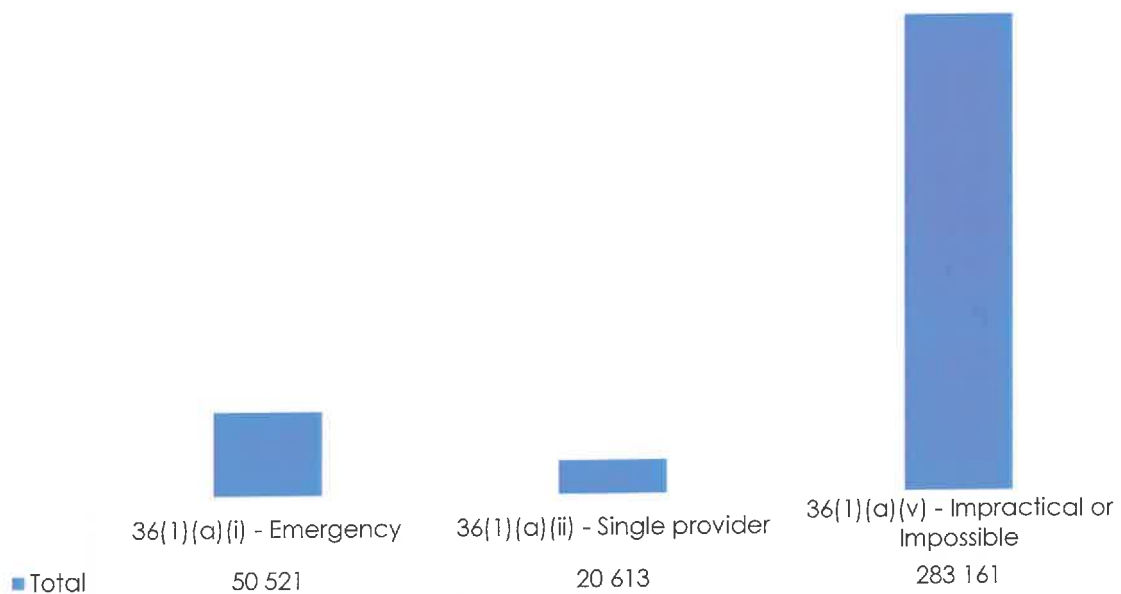
- 36(1)(a)(i) - Emergency
- 36(1)(a)(ii) - Single provider
- 36(1)(a)(v) - Impractical or Impossible

No of Deviations per Directorate



- COM
- CORP
- FIN
- INF
- MM

Total amount of Deviations per Type



Date	Supplier	Details	Amount	Dir	Reason	Type
10-Jan-24	Workshop Electronics	Call out & labour and travelling per km for assessment of faulty roller bearings of roadworthy section (VTS)	R5 937,22	COM	Workshop Electronics is the sole manufacturer and supplier of Millitron devices, installed in the VTS systems. They are the only service provider that can assess and repair this machine	36(1)(a)(ii) - Single provider
17-Jan-24	Johan Kemp	Supply and delivery of water in Nuwedorp Malagas from 1 December 2023 to 30 April 2024	R75 000,00	INF	Tender process has been initiated, but no acceptable tenders were received, thus tender had to be re-advertised. Due to time constraints, Section 116 amendment could not be followed when the conclusion of said was reached. Furthermore, due to the fact that drinking water is a necessity, the continuation of the service is a requirement	36(1)(a)(v) - Impractical or Impossible
17-Jan-24	CSX	Service of Talletape-equipment at Railton, Barrydale Suurbraak and Swellendam Library	R6 440,00	COM	CSX is the sole supplier of the tattle tape product for libraries. CSX installes the products installed the product and there are others suppliers.	36(1)(a)(ii) - Single provider
17-Jan-24	Workshop Electronics	Call out, labour travelling per Km & replace relays and base of faulty roller bearings of roadworthy section (VTS)	R8 236,07	COM	Workshop Electronics is the sole manufacturer and supplier of Millitron devices, installed in the VTS systems. They are the only service provider that can assess and repair this machine	36(1)(a)(ii) - Single provider
18-Jan-24	LC Eksteen	Supply And Delivery Of Water Moddergat And Aasbank Infanta Form 01 November 2023 To 30 April 2024	R12 826,34	INF	The agreement was previously amended for a 4-month period from 01 July 2023 to 31 October 2023 in terms of MFMA Circular 62, to finalise the tender process. However, the tender process was cancelled on 20 November 2023 as no acceptable bids were received. No new request was received from the user department to amend the agreement.	36(1)(a)(v) - Impractical or Impossible
18-Jan-24	Swellendam Bergrafnisdi enste	Provision of paupal buriel services for the late Geraldine Phillips and Johan Abrams	R5 060,00	COM	Swellendam Bergafnisdienste lodged a the application for the paupal buriel services for the late Geraldine Phillips and Johan Abrams on behalf of Mario Howard Abramhams who is the son of the deceased. The two deceased died in a house fire in Malagas on Saturday 8 July 2023. The quotation from Swellendam Begrfnisdienste for the amount of R6785,00 was received. After evaluation of the quotation Mr.	36(1)(a)(v) - Impractical or Impossible

					Stuurman indicated that only the amount of R5060,00 for the coffins and services should be paid. It is worth mentioning that the official SCM process could not be followed since the boddies of the deceased have already been authorised to be removed by Mario Abrahams with assistance from Swellendam Bergrafnisdienste.	
24-Jan-24	Biddulphs International	Relocation services for Ms. W. Karsten (Barrydale Town Manager) from Kimberley to Barrydale.	R39 502,50	CORP	Ms. Karsten commenced service on 01 January 2024, following an interview process that concluded at the end of November 2023. During December 2023 she needed temporary accommodation in Swellendam, she could only search for permanent residence once she arrived in Barrydale. during the 2nd week in Barrydale, she secured residence she could occupy from 01 February 2024. It was impractical to follow the normal procedures due to the following: *No bids could be advised during December in terms of NT circulars. *Timeframe in which to conclude the process was limited. *Ms. Karsten needed to be present during the loading relocation process of her belongings, as she traveled from a different province.	36(1)(a)(v) - Impractical or Impossible
26-Jan-24	Arina Wilson	Translation Services	R2 411,20	MM	Urgent community notice had to be sent out while riots were taking place in Swellendam. There was not enough time to approach other suppliers.	36(1)(a)(i) - Emergency
31-Jan-24	De Kock & Cronje	Repair of Drosdy RMU	R48 110,25	INF	An explosion occurred on 11/12/2023 at the Drosdy RMU between the hospital breaker and Swellendam breaker. Part of the Swellendam town was without power and the supplier was contacted to repair it.	36(1)(a)(i) - Emergency

					National Treasury Guidelines provided single-source selection in exceptional cases of consulting services. The justification for single-source selection must be examined in the context of the overall interest of the municipality and the project. Single-source selection may be appropriate only if it presents a clear and advantage over competition: i) for services that represent a natural continuation of previous work carried out by the consultant, and continuity of downstream work is essential; ii) where rapid selection is essential; iii) for very small appointments; iv) Where only one consultant is qualified or has experience of exceptional worth for the project. This service provided has developed the previous long-term financial plan. This means that the current methodology and data set is with the current service provider, Thus only a single-source can be obtained for the update of the current plan.	
23-Feb-24	INCA Portfolio Managers	Review and update of the long-term Financial plan incorporating a three-year MTREF Budget ending 30 June 2026	R140 300,00	FIN		36(1)(a)(v) - Impractical or Impossible
26-Mar-24	Amet Environmental Services Pty (Ltd)	PSHB Information Seminar level 1 training of staff (x7)	R10 472,38	COM	The urgent need has occurred for emergency training to be conducted as per instruction by the MM.	36(1)(a)(v) - Impractical or Impossible

9. AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE

In terms of paragraph 45 of the Supply Chain Management Policy of Council, awards to close family members of persons in the service of the state must disclose particulars of awards of more than R 2000 in the Annual Financial Statements. The following bids were awarded to a person who is a family member of a person in the service of the state:

Nr	Supplier	Family member	Relationship	Institution	Oct	Nov	Dec	Total
1.	AH Windvogel	MPL R. Windvogel	Mother	Provincial Legislature	-	-	-	-
2.	Bazil Koopman	B. Koopman	Son	Dept of Education	-	-	-	-
3.	Gert Coetzee	L. Coetzee	Wife	Swellendam Municipality	-	-	-	-
4.	Hein's Auto Electrical	J. de Jager	Brother	Swellendam Municipality	R11 506	-	-	R11 506
5.	Jonathan Oktober	M Oktober	Wife	Swellendam Municipality	R3 112	R3 270	-	R6 382
6.	Kemanzi (Pty) Ltd	J. du Toit	Wife	Dept of Education	R65 070	R108 450	R86 760	R260 280

7.	Matthys Gilomee	P. Gilomee	Wife	City of Cape Town	-	R28 000	R25 430	R53 430
8.	Khoisan Cave Holdings (Pty) Ltd	G. Jansen	Son	Swellendam Municipality	-	-	-	-
9.	Masakane Trading (Pty) Ltd	Q. Martin	Husband	SAPS	-	-	-	-
10.	Molatuseli (Pty) Ltd	A. Sidloyi	Son	Swellendam Municipality	-	-	-	-
11.	Desmond Prins	J. Francis	Daughter	Dept of Health	-	-	-	-
12.	Hermanus Jacobus Swart	F. Swart	Brother	Swellendam Municipality	-	-	-	-
13.	Jacobus Cornelius Kouter	J. Kouter	Brother	Swellendam Municipality	-	-	-	-
14.	RD Beukes	D. Beukes	Mother	Swellendam Municipality	-	R22 811	-	R22 811
15.	Swellendam Bestuurskool (Pty) Ltd	R. Blauw	Son	Dept. of Education	-	R3 000	R4 500	R7 500
16.	LSL Enterprises	G. Lebazi	Sister	Swellendam Municipality	R3 330	-	R3 450	R6 780
17.	Agritech CC T/A Autozone	L. Baransky	Wife	Swellendam Municipality	R3 199	R4 198	-	R7 397
18.	Phillip Crafford T/A Crafford Blinds	J. Crafford	Wife	Swellendam Municipality	-	-	-	-
19.	Red Ant Security	N. Lesiela	Wife	Mogale City Mun	-	-	-	-
20.	Jarsiem Carelse	W. Carelse	Son	Swellendam Municipality	R9 729	R4 780	R16 335	R30 844
21.	Durcharme Consulting	L.Mbekeni	Wife	Dept of Rural Development and Land Reform	-	R64 643	-	R64 643
Total								R471 573

10. AWARDS TO PERSONS IN THE SERVICE OF THE STATE

In terms of the Council's Supply Chain Management Policy, paragraph 44, the municipality is prohibited from doing business with any person in the service of the state.

None

11. REPORTING OF AWARDS ABOVE R100, 000

In terms of MFMA circular 34, all awards above R100 000.00 must be reported to the Provincial and National Treasury on a monthly basis. The following awards were reported for the 3rd quarter of the 2023/24 financial year:

Contract details	Total value of contracts	Premium Value Paid	B-BBEE Status Level of Contributor	Method of procurement
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Contract reference	Service provider/ Supplier	Contract Description	Total value of contract	Lowest Acceptable Bid Value	Premium Value Paid	Premium % Paid	Level	Quotation/ Competitive Bidding/ Deviation
SMT16/23/24	Umzali Civils(Pty) Ltd	Upgrading of the Remainder of Railton Rising Main	R2 517 640,28	R2 517 640,28	0,00	0,00	1	Tender
SMT26/23/24	Cinogen Trading Cc t/a Fulcrum Technologies	Upgrade and Maintenance of Specialised Vehicle Test Station equipment for a 3 year period	R307 096,00	R307 096,00	0,00	0,00	4	Tender
SMT27/23/24	Powercomm Solutions (Pty) Ltd	Supply and Delivery of Conventional and Pre-paid Meters to Swellendam for a 3-year period	R1 886 572,93	R1 886 572,93	0,00	0,00	1	Tender
SMQ12/23/24	Shannon Rose Trading Cc	Supply and Installation of Security Fence and Gate at Sewer Pump Station - Barrydale	R135 448,61	R135 448,61	0,00	0,00	1	Tender
SMT12/23/24	Hidro-Tech Systems Pty Ltd	Maintenance and Replacement of Mechanical and Electrical Equipment for a 3 year period	R6 359 642,89	R6 359 642,89	0,00	0,00	1	Tender
SMT24/23/24	Vstate Holding (Pty) Ltd t/a Makhare Holdings	Supply and Installation of Paving, Fencing, Streetlights and Related Items at Railton Clinic Walkway	R948 206,05	R948 206,05	0,00	0,00	1	Tender
SCMD39/23/24	INCA Portfolio Managers	Review and update of the long-term Financial plan incorporating a three-year MTREF Budget ending 30 June 2026	R140 300,00	R140 300,00	0,00	0,00	2	Tender
SMT30/23/24	Cape Town Stainless Steel (Pty) Ltd	Replacement of Handrails at Klipperivier Waste Water Treatment Works	R323 573,09	R323 573,09	0,00	0,00	1	Tender

12. LOGISTICS, DISPOSAL AND RISK MANAGEMENT

The SCM unit must provide an effective system to ensure the setting of inventory levels, placing of orders, receiving and distribution of goods, stores and warehouse management, expediting orders, vendor performance, maintenance and contract administration as well as provide for an effective method of disposal and letting of assets which are inclusive of redundant and obsolete stock. Such systems must also have in place mechanisms to identify, consider and avoid potential risks in the SCM system.

12.1 Inventory Control

The value of the stock at the end of the 3rd quarter was recorded at R5 259 809. Regular ad hoc inspections and scheduled stock-takes are conducted.

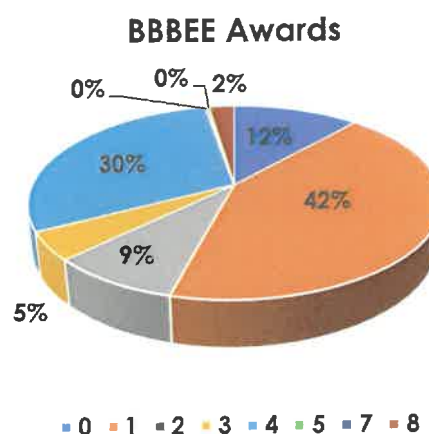
12.2 Placing of orders

The sourcing of quotations for purchases below R30 000 is currently handled by the relevant departments but is processed centrally at the SCM unit which ensures some type of control. It should be noted that purchasing is a specialised function whilst technical staff is currently doing purchasing whereas they should concentrate on their core function, namely service delivery. It is recommended that procurement be centralised.

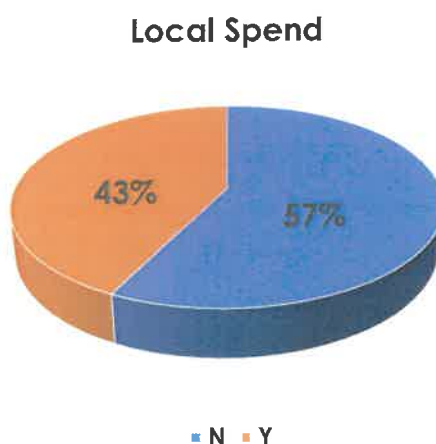
Below statistics of all orders (excluding statutory service providers) placed for the 3rd quarter

AWARDS PER BBBEE LEVEL

BBBEE Level	VALUE	% OF VALUE
0	4 608 559	11,74%
1	16 663 400	42,46%
2	3 459 541	8,82%
3	1 832 108	4,67%
4	11 631 927	29,64%
5	110 679	0,28%
7	18 145	0,05%
8	916 690	2,34%
Grand Total	39 241 049	100,00%



LOCAL SPEND



12.3 Receiving and distribution of goods

The receipt and issuing of goods are recorded timeously at the stores department. The way goods are currently distributed should however be reconsidered taking into account the cost involved. It is recommended that where practical a central point be used for the receiving and distribution of specified goods.

12.4 Vendor performance, maintenance and contract administration

Vendor performance is continuously monitored and problems are promptly addressed by this office as they become known. Vendor records are updated regularly however the management and administration of contracts are not on the standard. This needs to receive the necessary attention and resources for improvement.

Out of the 159 contracts, four (4) unsatisfactory performance reports were registered during this quarter.

Disposal of assets

Selling of old tyres @ R4 060.

13. RECOMMENDATION:

1. That cognisance is taken of the report.
2. That the report is made public in accordance with section 21A of the Municipal Systems Act.

Railton: Proposal

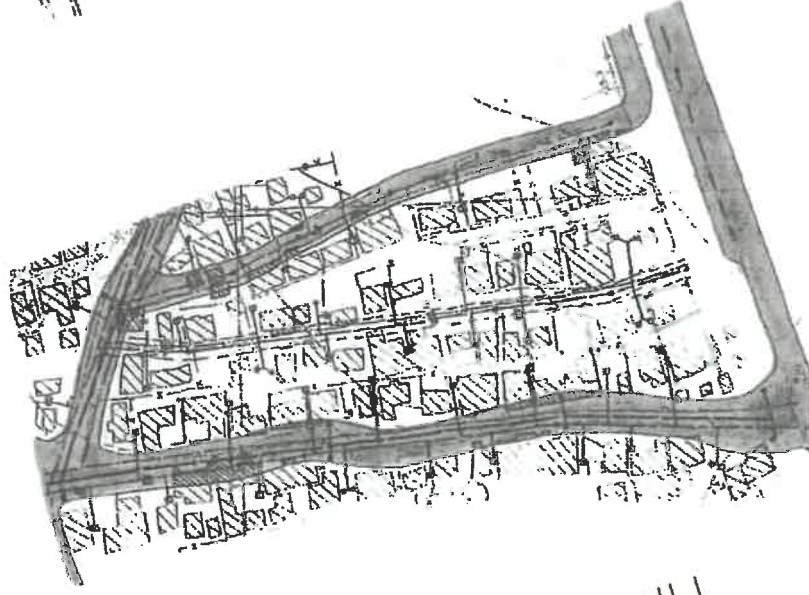
Superblock Approach

This allows the provision of basic services to qualifiers and non-qualifiers

This allows to manage the growth of the informal Settlement in manageable manner



Re-blocking Approach:

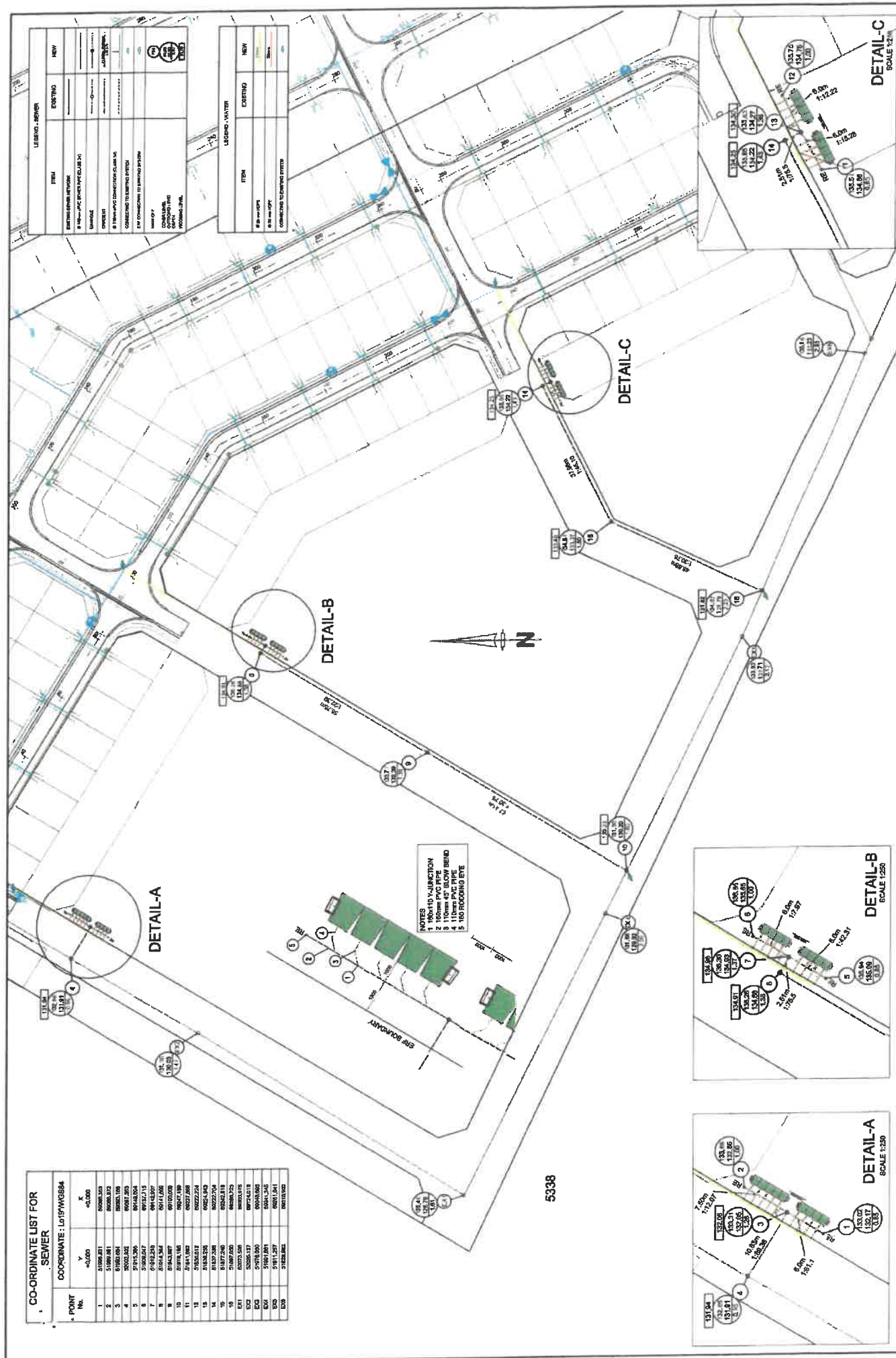


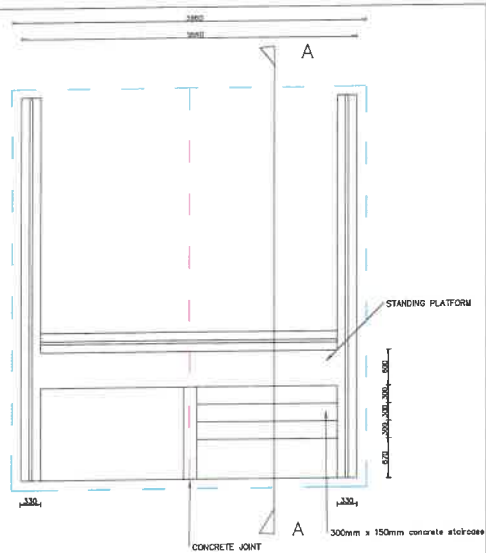
POINT No.	COORDINATE: U015WGS84		Z +0.000
	Y +0.000	X +0.000	
1	57086.881	80066.353	80066.353
2	57102.041	80066.353	80066.353
3	57102.041	80062.191	80062.191
4	57002.042	80002.042	80002.042
5	57111.296	80140.043	80140.043
6	57111.296	80140.043	80140.043
7	57122.512	80140.043	80140.043
8	57114.544	80140.043	80140.043
9	57143.887	80140.043	80140.043
10	57174.188	80621.189	80621.189
11	57174.188	80621.189	80621.189
12	57174.188	80621.189	80621.189
13	57153.812	80621.189	80621.189
14	57143.258	80621.189	80621.189
15	57137.348	80621.189	80621.189
16	57127.546	80621.189	80621.189
17	57117.546	80621.189	80621.189
18	57107.546	80621.189	80621.189
19	57097.546	80621.189	80621.189
20	57087.546	80621.189	80621.189
21	57077.546	80621.189	80621.189
22	57067.546	80621.189	80621.189
23	57057.546	80621.189	80621.189
24	57047.546	80621.189	80621.189
25	57037.546	80621.189	80621.189
26	57027.546	80621.189	80621.189
27	57017.546	80621.189	80621.189
28	57007.546	80621.189	80621.189
29	56997.546	80621.189	80621.189
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31	56977.546	80621.189	80621.189
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33	56957.546	80621.189	80621.189
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35	56937.546	80621.189	80621.189
36	56927.546	80621.189	80621.189
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38	56907.546	80621.189	80621.189
39	56897.546	80621.189	80621.189
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85	56437.546	80621.189	80621.189
86	56427.546	80621.189	80621.189
87	56417.546	80621.189	80621.189
88	56407.546	80621.189	80621.189
89	56397.546	80621.189	80621.189
90	56387.546	80621.189	80621.189
91	56377.546	80621.189	80621.189
92	56367.546	80621.189	80621.189
93	56357.546	80621.189	80621.189
94	56347.546	80621.189	80621.189
95	56337.546	80621.189	80621.189
96	56327.546	80621.189	80621.189
97	56317.546	80621.189	80621.189
98	56307.546	80621.189	80621.189
99	56297.546	80621.189	80621.189
100	56287.546	80621.189	80621.189

[illegible]

LEGEND WATER		
ITEM	EXISTING	NEW
Ø 30 mm HOLE		EXIST
Ø 30 mm HOLE		NEW

CONNECTING TO EXISTING SYSTEM

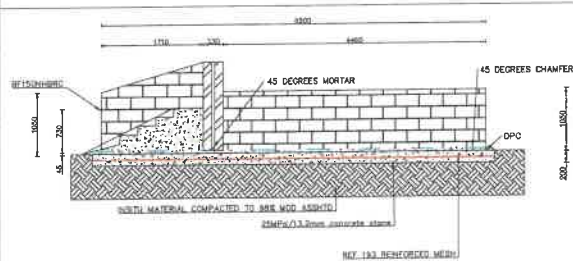
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PLAN VIEW LAYOUT



CONCRETE CROSS SECTION



SECTION A-A

General Notes

DESIGNED BY	
SAMKELO NDLOVU	
CHECKED BY	
WILLEM TREURNICHT	

No.	Revision/Issue	Date
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Project name and Address

CONCRETE BASES FOR SLOPE
RAILTON
SHELLEIGH MUNICIPALITY
\$740

11.03.2023
1:30

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