

C 3228/11/2023
SMC A/6216/11/2023

**9.A.23 [FS]: REPORT ON DEVIATIONS FROM THE SUPPLY CHAIN MANAGEMENT
POLICY AS REQUIRED BY THE MUNICIPAL SUPPLY CHAIN MANAGEMENT
REGULATIONS: MONTH OF JULY 2023**

8/1/1

COMPETENCY: COUNCIL

IT WAS UNANIMOUSLY RESOLVED:

That the report on the deviations from the MFMA Supply Chain Management Policy, as required by the Municipal Supply Chain Regulations, for the month of July 2023, be noted.

C 3228/11/2023
SMC A/6216/11/2023

9.A.23 [FS]: REPORT ON DEVIATIONS FROM THE SUPPLY CHAIN MANAGEMENT POLICY AS REQUIRED BY THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS: MONTH OF JULY 2023

8/1/1

COMPETENCY: COUNCIL

PURPOSE

To report on deviations from the supply chain management policy as required by the Municipal Supply Chain Management (MFMA) Regulations for the month of July 2023 (which was unintentionally omitted from the August 2023 Council).

RECOMMENDATION

That the report on the deviations from the MFMA Supply Chain Management Policy, as required by the Municipal Supply Chain Regulations, for the month of July 2023, be noted.

REPORT

The Municipal Supply Chain Management Regulations published under General Notice 868 in Government Gazette 27636 of 30 May 2005, inter alia, contains the following reporting requirements:

“Regulation 6 provides that the council of a municipality has an oversight role over the implementation of its supply chain management policy.

- (1) *The council of a municipality must maintain oversight over the implementation of its supply chain management policy.*
- (2) *For the purposes of such oversight the accounting officer must –*
 - (ii) *Whenever there are serious and material problems in the implementation of the supply chain management policy, immediately submit a report to the council of the municipality.”*

The following Regulations are applicable to the implementation of the SCM policy and reported on as per the SCM regulations:

REPORT	SCM REGULATION NO	REPORT TO	FREQUENCY	RESPONSIBLE PERSON
Report on deviations from SCM Policy	36(2)	Council	Monthly (next Council meeting)	ASD: SCM
Report whenever there are serious and material problems in the implementation of the SCM Policy, immediately submit a report to the Council	6 (2) (a) (iii)	Council	Immediately (as and when applicable)	ASD: SCM

MIDVAAL LOCAL MUNICIPALITY: MFMA SCM REGULATIONS - REGULATION 36 (1) & (2) OF THE: DEVIATIONS AND RATIFICATION OF MINOR BREACHES OF PROCUREMENT PROCESS

1. The Accounting Officer may dispense with the official procurement processes established by Midvaal Local Municipality's SCM policy and procure goods or services through a convenient process which includes:

- i) Emergency;
- ii) Goods and services produced or available from a single provider only;
- iii) Special works of art, historical objects;
- iv) Animals for zoos;
- v) Exceptional cases where it is impractical or impossible to follow the official procurement process.

Herewith the report to Council on purchases that could not follow the official procurement process for the month of July 2023:

(i) PURCHASES ACQUIRED IN EMERGENCY CASES					
R/N	DEP	DESCRIPTION	DATE	REASON	AMOUNT
		NONE			
(ii) PURCHASES ACQUIRED WHERE GOODS AND SERVICES PRODUCED OR AVAILABLE ARE FROM A SINGLE PROVIDER ONLY/AGENTS					
R/NR	DEP	DESCRIPTION	DATE	REASON	AMOUNT
JULY007-2023-2024	Finance	Adapt IT-Caseware specialist support remote compilation of annual financial statements using the Caseware software already purchased	11/07/2023	Regulation (1)(a)(ii) Adapt IT is the sole distributor of Caseware software products in South Africa	R300,141.51
JULY010-2023-2024	Corporate	SAP-Success factors Human Resource Management Modules Annual Licences	21/07/2023	Regulation (1)(a)(ii) The implementation of the solution has been procured with PTPI. However the procurement of licences will be not cost-effective, if procured via a 3rd party. This then necessitates for the licences to be procured directly from the OEM.	R11,155,000.00
					R 11 455 141.51
(iii) SPECIAL WORKS OF ART OR HISTORIC OBJECTS					
R/N	DEPT	DESCRIPTION	DATE	REASON	AMOUNT
(iv) ACQUISITION OF ANIMALS FOR ZOOS AND/OR NATURE AND GAME RESERVES					

**AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY,
30 NOVEMBER 2023 AT 14:00 IN THE COUNCIL CHAMBERS**

RIN	DEPT	DESCRIPTION	DATE	REASON	AMOUNT
		NONE			
(v) IMPRACTICAL OR IMPOSSIBLE					
RIN	DEPT	DESCRIPTION	DATE	REASON	AMOUNT
JULY001-2023-2024	Corporate	City of Choice Travel & Tours Pty Ltd- Permission is being sought for the current contract for rendering of all travel requirements and car rental services for Midvaal Local Municipality for a period of 3 months up to and including September 2023	04/07/2023	Regulation (1)(a)(v) The bid for a new service provider was already advertised and the closing date was 28 June 2023, following the closing date the tender will now go on evaluation, adjudication and ultimately the award of the tender which will be from date of appointment until 30 June 2026.	R 157,164.18
JULY002-2023-2024	Community	Averda-Waste landfill site waste disposal services	06/07/2023	Regulation (1)(a)(v) The closure of the Walkerville and Henley on klip landfill site resulted in the municipality only having the Vaal Marina landfill site operational because it has a valid waste disposal permit, which is approximately 45km from Meyerton. This led to the municipality opting to outsource a waste disposal service from a local landfill site with a valid waste disposal permit. The identified landfill site was Vlakfontein landfill site which will not require long distance hauling of waste. The bid for this service was declared a non-award and the process has been re-initiated. The service provider is already providing this service to the municipality through a section 36 and it would be impractical to appoint a different service provider. The 36 has been provisioned on a month-to-month basis for a period not exceeding 6 months until a new service provider is appointed	R 3,450,000.00
JULY004-2023-2024	Corporate	Primedia Broadcasting - State of the Municipality Address (SOMA) correspondent, Facebook posts twitter posts digital spaces, Banners and Ad Hoc ops.	07/07/2023	Regulation (1)(a)(v) The current panel of Radio stations are community based, which covers only local jurisdiction. Primedia broadcasting is a well-established media house that utilises various media platforms to effectively reach a broad audience.	R 177,589.28
JULY005-2023-2024	Corporate	Giyoo Industries -Entertainment for state of the Municipality Address	07/07/2023	Regulation (1)(a)(v) Specifications for entertainment could not be drafted and as these local artists have previously been utilised at similar events.	R 20,000.00
JULY006-2023-2024	Community	Ernst Basson-Legal advice and representation transfer stations compliance notices	07/07/2023	Regulation (1)(a)(i) The Midvaal Local Municipality has been issued with 2 pre-compliance Notices for the Galloways and Blackwood transfer stations. Ernest Basson is already providing legal environmental advice on other sites of the Municipality. The PCN has timelines of seven days that must be met for the submission of representation to GDARD. if MLM was to initiate a tender process	R 93,318.00

**AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY,
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JULY008-2023-2024	Engineering	Ernst Basson-Legal advice and representation for Rothdene compliance notices	17/07/2023	now MLM will not meet the deadline which may result to a Compliance Notice being issued or a penalty	R 122,942.00
JULY009-2023-204	Corporate	Arena Holdings-Placement of Senior /Executive Manager Advertisement for Executive Director Public Safety and Roads in the National Sunday paper (Sunday Times)	20/07/2023	Regulation (1)(a)(v) The regulations related to the appointment and employment conditions of Senior Managers specifies that the advertisement be placed in a National Newspaper. Similarly, the service of Sunday Times (Arena Holdings) has been used prior with a good response and it would be impractical to source quotations due to different publications serving different readership.	R 60,490.00
36 (1)(b) RATIFICATION OF MINOR BREACH BY ACCOUNTING OFFICER					R 4 081 503.46
R/N	DEPT	DESCRIPTION	DATE	REASON	AMOUNT
		NONE			

Implementation of the SCM policy Regulation 6 (2) (a) (iii)

That it be noted that there are no serious or material problems in the implementation of the MFMA SCM policy.

PREPARED BY:

**MRS D SEMANO
ASSISTANT DIRECTOR: SCM**

REVIEWED BY:

**MR. F JONAS
DIRECTOR: SCM**

Page 4 of 6

3 August 2023 (Thursday)

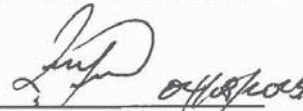
3 August 2023

RECOMMENDED / NOT RECOMMENDED



MS K DESAI
ACTING CHIEF FINANCIAL OFFICER
3 August 2023

APPROVED / NOT APPROVED



MR. P MAGODI
ACTING MUNICIPAL MANAGER
3 August 2023

ENCLOSED HEREWITH:

Annexure A: Supporting evidence.

**COMMENTS: MEETING OF THE MUNICIPAL MANAGER AND HEADS OF
DEPARTMENT: 14 NOVEMBER 2023**

Resolved To Recommend

That the Item be referred to the Section 80 Finance Services Portfolio Committees.

**COMMENTS: SECTION 80 FINANCE SERVICES PORTFOLIO COMMITTEE: 20
NOVEMBER 2023**

The recommendation is supported.



Midvaal Local Municipality
PO Box 9, Meyerton, 1960
Tel: 016 360 7400
Fax: 016 360 7519
www.midvaal.gov.za

Tel: (016) 360-7411 • Fax: (016) 362-4334 • E-mail: mm@midvaal.gov.za

INTERNAL MEMORANDUM

TO: ED: Engineering Services
Phumudzo Magodi

FROM: Municipal Manager

DATE: 2 August 2023

SUBJECT: ACTING MUNICIPAL MANAGER

This memo serves to confirm that you will be Acting Municipal Manager from 3 - 4 August 2023.

All delegated and signing powers of the Municipal Manager is hereby delegated to you for the mentioned period.

Yours faithfully,

A.M. GROENEWALD
MUNICIPAL MANAGER

MIDVAAL LOCAL MUNICIPALITY

AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY,
30 NOVEMBER 2023 AT 14:00 IN THE COUNCIL CHAMBERS



Midvaal Local Municipality
PO Box 9, Meyerton, 1960
Tel: 016 360 7400
Fax: 016 360 7519
www.midvaal.gov.za

Tel: 016 360 7405 • E-mail: cfo@midvaal.gov.za

INTERNAL MEMORANDA

TO : Director: Financial Reporting
Ms. K. Desai

FROM : Chief Financial Officer

DATE : 03 August 2023

SUBJECT : **ACTING CHIEF FINANCIAL OFFICER - FINANCIAL SERVICES
DEPARTMENT**

This Memo serves to confirm that Ms. Koobashni Desai will be Acting Chief Financial Officer from the 03rd – 04th August 2023, with all the powers and authority of that office.

Yours Faithfully


Z.N. MHLONGO
CHIEF FINANCIAL OFFICER

ANNEXURE A

**AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY,
30 NOVEMBER 2023 AT 14:00 IN THE COUNCIL CHAMBERS**

	277 Main Road Queensburgh Durban, South Africa Tel: 031 464 0920 Fax: 086 567 7358 Emergency No: +27 61 495 0395 Web: www.cityofchoicetravel.com Email: quotes@coctravel.co.za	76 Nuwe Hoop Street Alphen Park, Pretoria South Africa Tel: 012 346 4748 Fax: 086 567 7358	69 Ringwood Drive Pinelands, Cape Town South Africa Tel: 0860 872 835 Fax: 086 567 7358																						
	July 001 / 2023 - 2024		Unit 1 45 Murray Street Nelspruit, South Africa Tel: 013 752 3891 Fax: 086 567 7358																						
	Provisional Quotation																								
	<table border="1"> <tr> <td>To:</td> <td>MIDVAAL/TRAVELLERS</td> </tr> <tr> <td>Fax No / Email Address:</td> <td></td> </tr> <tr> <td>From:</td> <td>Julie Naidoo</td> </tr> <tr> <td>Confirmation Reference Number:</td> <td>CO3O4H3O4HJN5953236</td> </tr> <tr> <td>Agency Reference Number:</td> <td>3O4H20</td> </tr> <tr> <td>Customer Order Number:</td> <td></td> </tr> <tr> <td>Date:</td> <td>Wednesday, 26 July 2023</td> </tr> </table>			To:	MIDVAAL/TRAVELLERS	Fax No / Email Address:		From:	Julie Naidoo	Confirmation Reference Number:	CO3O4H3O4HJN5953236	Agency Reference Number:	3O4H20	Customer Order Number:		Date:	Wednesday, 26 July 2023								
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Date:	Wednesday, 26 July 2023																								
DETAILS OF TRAVEL ARRANGEMENTS																									
✓ I have pleasure in confirming the following travel arrangements on behalf of: /																									
<table border="1"> <tr> <td>Travellers</td> <td>Frequent Flyer Numbers</td> </tr> <tr> <td>• MIDVAAL 21 GUESTS</td> <td>Adult</td> </tr> </table>				Travellers	Frequent Flyer Numbers	• MIDVAAL 21 GUESTS	Adult																		
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Company Reg No: 2009/011184/07 VAT Reg No: 4960248765 pg. 1  																									

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	July 001 / 2023-2024 23 AUGUST 2023 CONFERENCE - FULL DAY AIRCONDITIONED VENUE, INTERNET, TWO COFFEE/TEA BREAKS WITH SWEET & SAVOURY SNACKS, BUFFET LUNCH (ONLY 15 DELEGATES AND MORE), CORDIALS, 2 X 500ML BOTTLED WATER PP, BUSHMAN'S ROCK A3 WRITING PAD & PEN, MINTS & SNACKS ON CONFERENCE TABLES, DATA PROJECTOR WITH WHITE SCREEN, WHITEBOARD WITH MARKERS, FREE PARKING, 24 HOUR SECURITY SOFT DRINKS WITH LUNCH - 1 PER PERSON DINNER, BED & BREAKFAST - PRIVATE DELUXE SUITE SINGLE - 1 PAX - ACCOMMODATION WITH KING SIZE BED, DINNER AND BREAKFAST THE NEXT MORNING DINNER, BED & BREAKFAST - DELUXE SUITE / JUNIOR SUITE SINGLE - 1 PAX - ACCOMMODATION WITH KING SIZE BED, DINNER AND BREAKFAST THE NEXT MORNING
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**AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY,
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July 001 / 2023 - 2024

25 AUGUST 2023

CONFERENCE - HALF DAY -
AIRCONDITIONED VENUE, INTERNET, ONE
COFFEE/TEA BREAKS WITH SWEET &
SAVOURY SNACKS, BUFFET LUNCH (ONLY 15
DELEGATES AND MORE), CORDIALS, 1 X
500ML BOTTLED WATER PP, BUSHMAN'S
ROCK A3 WRITING PAD & PEN, MINTS &
SNACKS ON CONFERENCE TABLES, DATA
PROJECTOR WITH WHITE SCREEN,
WHITEBOARD WITH MARKERS, FREE
PARKING, 24 HOUR SECURITY

SOFT DRINKS WITH LUNCH - 1 PER PERSON

SERVICE FEE
BREAKFAST
LUNCH

Reservation Name: TBC

Currency	Rate	Billback Fee	Service Fee	VAT	Total
ZAR	112655.00	0.00	10364.26	1554.63	124573.89

Please contact us should your transfer not be organised upon arrival.

IMPORTANT BOOKING INFORMATION	
• Booking Conditions	
	All rates provided are subject to change without prior notice due to currency adjustments and any unforeseen operator increases, until such time as full payment has been received and final documentation has been issued. Cancellation charges will be levied on all ticketed hotel and airline reservations.
	No Refund for No-shows and for cancellation after departure.
	Professional fees apply to all transactions and are not refundable in the case of cancellation.
	Until such time as full payment has been received and final documentation has been issued, rates/fares provided are subject to change, without prior notice, due to currency fluctuation and/or any unforeseen operator expenses. Confirmation and possible deposits are necessary, within 24 hours as the operator(s) reserve the right to cancel all any provisional reservations.
• Terms And Conditions	
	All reservations are subject to our Standard Terms and Conditions, copies available on request. City of Choice Travel and Tours (Pty) Ltd acts as an agent between the passenger and the airline, car rental companies and tour operators. As such, we cannot be held liable for loss, damage, accident, delay or inconvenience caused by the principals concerned. Any cancellation fees incurred, or specified by the principal, will be for your account.
• Cancellation Fees	
	All bookings are subject to cancellation fees as stipulated by the relevant airline and/or operator.

Kind regards,

Julie Naidoo | Senior Travel Consultant

Tel: 0860872835 | Fax: 086 567 7358 | Email: Julie@coctravel.co.za

All transactions processed are subject to our Standard Terms and Conditions

Terms and conditions available online: www.cityofchoicetours.co.za/terms-and-conditions.html



**AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY,
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July 001 / 2023-2024

City of Choice Travel & Tours (Pty) Ltd
 277 Main Road Queen'sbur Durban, 4093 76 Nuwehoop Street Alphen Park Pretoria 0161
 45 Murray Street, Nelspruit, 1202 69 Ringwood Drive Pineland Cape Town
 Tel 0860872835 Fax 0865677358 Contact Mandy Govender Email: mandy@cityofchoicetravel.co.za Web: www.cityofchoicetravel.co.za

CITY OF CHOICE
TRAVEL & TOURS

Co Reg: 2009/011184/07 Vat Reg No: 4960248765

TAX INVOICE

Midvaal Local Municipality The Municipal Manager P.O. Box 9 Meyerton 1960		Document No	Hof.0043743	
		Page Number	1	
		Date	19/07/2023	
		Account No	D00117	
		Order No	0002038300	
		Consultant	010	
		Your Vat No	4700193503	

LAND ARRANGEMENTS			Excl Amt	VAT	Incl Amt
S022	1031921/33	Mhlongo Zakhele 12/07/2023-14/07/2023	2.812 17	421.83	3.234.00
	4806	Accommodation - Domestic: Southern Sun			
		Elangeni & Maharani Ref: gds Vch: Hof.0048528			
S022	1031918/33	Desai Koobashini 12/07/2023-14/07/2023	2.812 17	421.83	3.234.00
	4805	Accommodation - Domestic: Southern Sun			
		Elangeni & Maharani Ref: gds Vch: Hof.0048529			

SERVICE FEES			Excl Amt	VAT	Incl Amt
S02	1031921/33	Mhlongo Z + Desai K - Transaction Fee -	517.44	77.62	595.06
	4806	Domestic Accommodation 12/07/2023			

Invoice Totals	R 6,141.78	R 921.28	R 7,063.06
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Booker Details: Louise. Quote #: 0024658. Form of Payment: Acc

Banking Details

ABSA
 Account number: 4064648218
 Branch code: 632005
 Branch Name: Musgrave

FNB
 Account Number: 62304360746
 Branch Code: 221026
 Branch Name: Mobeni
 Thank you for your business.
 Kindly note that payment terms is strictly 30 days from date of invoice.

RECEIVED

[Signature]

MIDVAAL

19 JUL 2023

LOCAL MUNICIPALITY
MASEPALA WA SELEHAE
PLASSLIKE MUNICIPALITEIT
CORPORATE SERVICES

CERTIFICATION OF INVOICE FOR PAYMENT

• Goods or services have been received - rendered

• Goods or services comply with specifications & quality

• Price is correct as per the contract / order / quotation

• This invoice was not previously paid

• Goods or services has been procured in terms of the MLM SCMP

Name: *[Signature]*

Signature: *[Signature]* Date: **20/07/2023**

9/07/2023 10:23:016

MIDVAAL LOCAL MUNICIPALITY

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 45 Murray Street Nelspruit 1202 69 Ringwood Drive Pineland Cape Town
 Tel 0860872835 Fax 0865677358 Contact Mandy Govender Email finance@coctravel.co.za Web

CITY OF CHOICE
TRAVEL & TOURS

Co Reg 2009/011184/07

Vat Reg No 4960248705

TAX INVOICE

Midvaal Local Municipality
 The Municipal Manager
 P.O. Box 9
 Meyerton
 1960

Document No	Hof.0043741
Page Number	1
Date	19 07 2023
Account No	D00117
Order No	0002038301
Consultant	010
Your Vat No	4700193503

AIR TICKETS

Prn	Ticket No	Passenger/DepDate/Route/Class	Excl Amt	VAT	Incl Amt
640	9798845733	Desai Koobashuni 12 07 2023-14 07 2023 Jnb/Dur/Jnb Cls VV	3,234.00	485.10	3,719.10
		Airport Taxes	58.66	0.00	58.66
		Airport Taxes subject to VAT	379.88	56.98	436.86
		Ticket Totals	3,672.54	542.08	4,214.62
640	9798845732	Mhlongo Zakhelentandoyenkosi 12/07/2023-14/07/2023 Jnb/Dur/Jnb Cls VV	3,234.00	485.10	3,719.10
		Airport Taxes	58.66	0.00	58.66
		Airport Taxes subject to VAT	379.88	56.98	436.86
		Ticket Totals	3,672.54	542.08	4,214.62

SERVICE FEES

Typ	Source Ref	Details			
S01	9798845733	Desai Koobashuni - Transaction Fee - Domestic Air 12/07/2023	337.17	50.57	387.74
S01	9798845732	Mhlongo Zakhelentandoyenkosi - Transaction Fee - Domestic Air 12/07/2023	337.17	50.57	387.74

Invoice Totals

R 8,019.42	R 1,185.30	R 9,204.72
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Booker Details: Louise, Quote #: 0024656, Form Of Payment: Acc

Banking Details

ABSA
 Account number: 4064648218
 Branch code: 632005
 Branch Name: Musgrave

FNB
 Account Number: 62304360746
 Branch Code: 221026
 Branch Name: Moleni
 Thank you for your business.
 Kindly note that payment terms is strictly 30 days from date of invoice.

RECEIVED

Mandy Govender

MIDVAAL

19 JUL 2023

LOCAL MUNICIPALITY
MASEPALA WA SELEHAE
PLASSLIKE MUNICIPALITEIT
CORPORATE SERVICES

CERTIFICATION OF INVOICE FOR PAYMENT

* Goods or services have been received / rendered

* Goods or services comply with specifications & quality

* Price is correct as per the contract / order / quotation

* This invoice was not previously paid

* Goods or services has been procured in terms of the MLM SCM

Name: *Mandy Govender*

Signature: *[Signature]* Date: **20/07/2023**

19/07/2023 10:15:016

**AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY,
30 NOVEMBER 2023 AT 14:00 IN THE COUNCIL CHAMBERS**

July 002 / 2023



Quote for Midvaal Local Municipality

Contract Start Date	03-07-2023	Contract End Date	02-08-2023
Contract Duration	1	Payment Terms	30 NET - Net Due in 30 Days
Quote Reference#	00137439	Quote Expiration Date	31-07-2023

1. Containers

- 5.1 Supply, condition, ownership Containers shall be supplied by Averde to the Customer in good condition. From the time of delivery, the Customer assumes the entire risk, and will pay Averde, for loss, damage (whether malicious or accidental, fair wear and tear accepted), theft or destruction of or to Containers. Unless otherwise stated in the Quote, Containers are and will at all times remain the property of Averde and will be returned to Averde on termination of the Contract in the same condition as they were supplied (fair wear and tear accepted), failing which the Customer shall pay Averde the costs incurred by Averde for repair or replacement of such Containers.
- 5.2 Use The Customer will not and will procure that anyone else will not: (a) use the Containers for any other purpose other than as a receptacle for Waste and those specifically related to the Services; (b) put anything in the Containers which is not Waste. In case the services agreed upon in the Quote are related to non-hazardous waste, Averde may refuse to provide the Services in connection with any waste material which poses a risk to the environment or which contains hazardous waste or any other waste which is harmful or dangerous to health or if the collection, handling or disposal of such material might cause Averde to incur any liability or unreasonable expense; (c) overload the Containers with Waste beyond a level load or the specified quantity or weight or level set out in the Quote or the Contract; by Averde; (d) set fire to anything deposited in the Containers; or (e) present the Waste in such a manner that it cannot be transported in compliance with local regulations. Should any of the above events occur, Averde may refuse to collect the Waste and the Customer agrees to pay for the Services irrespective of whether or not they are performed.
- 5.3 Off-hire of Containers: Averde will not hire the Containers from the site once all payments for invoices have been received from the Customer for the completed Services. Averde has the right to refuse to off-hire Containers in the event of any outstanding payments for non-disputed invoices received by the Customer prior to the completion of the Services and Averde will not be responsible for any fines issued by the authorities for any accumulation of waste as a result thereof.
- 5.4 Clearing the area around Containers is not part of the Services, unless stated otherwise in the Quote.
- 5.5 Containers provided are for containment of waste generated by the client until it is collected by Averde. Control of odour and leachates arising from the waste generated shall be the responsibility of the Customer. Any fines imposed by the governing authorities on the odour or leachates shall be the responsibility and liability of the Customer.
6. Variations
- 6.1 Variations requested by Customer, Fees are quoted having regard to the nature of the

Services. If a level of urgency, Ship To Address, transport requirements, Container type and number and the frequency of deliveries in the event that any of the foregoing is changed before or after the Service Start Date on the Customer's request, the Parties will agree in writing any such variations. Averde may revise the Fee for the Services in accordance with such variation.

6.2 Changes by Averde: Averde reserves its right by giving written notice to the Customer to: (a) make any changes to the Services which are necessary to comply with any applicable law or safety requirement in relation to the Services or the Waste; or (b) increase the Fees to reflect any increase in the cost to Averde which is due to any factor beyond the control of Averde including, but not limited to, any amendment to or enactment of regulations relating to the supply of Services or a significant increase in the cost of fuel, landfill fees, disposal fees, treatment fees, transport fees and/or insurance.

7. Duration / Termination

7.1 Duration: The Services shall commence on the Service Start Date, or such date later date as may be agreed between the Parties in writing and shall continue in force for the Duration following which it shall be renewed automatically, for additional periods which are equal to the Duration, unless either Averde or the Customer provides each other with at least 30 days' notice of its intention not to renew the Contract prior to the expiration of the Duration. Except as set out in clauses 7.2 and 7.3, the Contract may not be terminated before the end of the initial Duration period.

7.2 Termination by Averde: If the Customer breaches the Contract without, without limitation: (a) the Customer defaults in paying Fees when due; or (b) the Customer commits a breach of its obligations under the Contract; or (c) the Customer becomes insolvent or passes a resolution to be wound up, then Averde may terminate the Contract with immediate effect by written notice, upon which Averde shall stop providing the Services and may remove the Containers from the Ship To Address without need for the Customer's consent.

7.3 Termination by Customer: If Averde: (a) stops providing the Services for a period exceeding 15 days and such stoppage is not due to a reason set out in the preceding clause or due to any other breach of the Contract by the Customer; or (b) becomes insolvent or passes a resolution to be wound up, then the Customer may terminate the Contract with immediate effect by written notice upon termination, all Fees which are already due to be paid shall be immediately paid by the Customer to Averde.

7.4 The Parties acknowledge and agree that a court order will not be required to give effect to any termination of the Contract.

8. Indemnity, limitation of liability
This clause sets out the entire financial liability of each Party to the other Party arising out of or

in connection with the Contract. A Party shall not be liable to the other Party for any indirect or consequential loss arising out of or in connection with the Contract. A Party's maximum liability arising out of or in connection with the Contract shall be limited to the Fees, with the exception of any liability arising out of clauses 4.5.1 and 5.2.

9. Force Majeure

Neither party shall be considered in default of its obligations hereunder if the performance of such obligations is delayed, hindered or prevented by Force Majeure, provided that within seven days from the start of the event or occurrence claimed as Force Majeure the Party affected by Force Majeure gives the other Party written notice of such event and immediate steps undertaken by the affected Party to mitigate where possible the effects of the event or occurrence.

10. Assignment and subcontracting

Averde may at any time assign, transfer or subcontract all or any of its rights and obligations under the Contract to any third party or agent.

11. Notices

Any notice or form of communication which is given by either Party to the other Party under the Contract (other than in respect of notices under the Payment Terms) shall be in writing sent either by registered post, e-mailed as by e-mail to the Customer's registered or billing address, and to the registered address of Averde as stated in the Quote. An email is deemed to be received two (2) business hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

12. Waiver

A waiver of any right under the Contract is only effective if it is in writing. No failure or delay by a Party in exercising any right under this Contract or by law shall constitute a waiver of that or any other right.

13. Severance

If a competent authority finds that any provision or part provision of the Contract is invalid, illegal or unenforceable, that provision or part provision shall to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some parts of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14. Third parties

A person other than the Customer and Averde shall not have rights under or in connection with the Contract.

15. Variation

Any variation to the Contract shall only be binding when agreed in writing between Averde and the Customer, except as stated in clauses 7.2 and 7.3.

MIDVAAL LOCAL MUNICIPALITY

AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY, 30 NOVEMBER 2023 AT 14:00 IN THE COUNCIL CHAMBERS



July 007/2023-
2024
ORDER FORM

Created Date	11 May 2023	Expiration Date	10 Jun 2023
Account Name	Midvaal Local Municipality	Tel No(s)	016-360-7400
Contact Name	Katiso Kanono	eMail	katiso@midvaal.gov.za
Account Number	MID03A	Reference No	00272613

Description	Quantity	Initial Fee	Disc. Amount	Est. Annual Fee	Tax	Total Price
CaseWare Specialist Support: PS On-site (per hour)	120.00	R 1,641.62	R 0.00	R 0.00	R 29,549.16	R 198,994.40
CaseWare Specialist Support: Disbursements (Travel and accommodation)	3.00	R 21,332.74	R 0.00	R 0.00	R 9,599.73	R 63,998.22
Total Price:						R 260,992.62
VAT:						R 39,148.89
Grand Total:						R 300,141.51

Terms and Conditions

Licences

- 100% Payment of the software invoiced amount is to be made on presentation of invoice.
- Payment can be made via credit card, EFT (Bank details below).
- No orders will be processed nor will products or services be supplied without proof of payment being presented.
- Failure to pay any outstanding dues to Adapt IT will result in your software license being revoked and immediate cancellation of this order and any current licenses.
- All prices quoted exclude VAT.
- If we quote you in any currency other than Rands (ZAR), you must pay us the Rand equivalent of the foreign currency. You must use the exchange rate that is applicable on the date of the invoice to calculate the Rand equivalent.
- By signing the order form, it is an offer to us that you cannot revoke. You will be deemed to have read and accepted the Customer Relationship Terms and CaseWare International EULA and CaseWare Africa EULA, that are incorporated into this agreement by reference. They are available from us at https://success.casewareafrica.com/CW_home. EULA's may be accepted on installation via clickwrap agreement or like the previously mentioned EULAs, may be incorporated by reference.

Annual Licence Renewals

- The annual renewal fee of your CaseWare license will be due within 12 months from the effective date of signing this order form.
- The annual license fee will be based on Adapt IT license fees applicable at the time of renewal.
- All prices are subject to an annual price increase.

Services

- Payment for any services like consulting and training can be made by EFT and credit card only on presentation of invoice.
- Any on-site consulting bookings cancelled or re-scheduled less than 5 days prior to the original dates booked, will be charged the travel expenses incurred/booked at the time as well as 25% of the consulting fee.
- Payment for any training course is required before the training event. If payment is not received before the training event, you will unfortunately not be able to join the course.
- Please note that the training bookings have to be cancelled at least 5 working days prior to the scheduled training event, or penalty fees will apply. Telephonic cancellations of booking will not be accepted. Please email your cancellation to training@adaptit.co.za.
- For any non-attendance / cancellation or rescheduling within 5 days prior to the event, a 50% penalty fee per delegate will be charged up to 24 hours before the event.
- For any non-attendance / cancellation or rescheduling within 24 hours prior to the event, a 100% of the course fee per delegate will be charged.

APPROVAL:

Purchase Order No:	_____	Physical Address:	_____
Name (print):	_____		_____
Designation:	_____		_____
Date:	_____	Postal Address:	_____
Signature:	_____		_____
VAT Number:	_____	Method of Payment (Tick Applicable)	Credit Card ☐ EFT ☐

We respect your privacy, for more information on how we protect your personal information, please see our Privacy Policy on our website:
<https://www.adaptit.com/privacy-policy>

Adapt IT Holdings Limited 1998/017276/06
152 14th Road, Noordwyk Midrand,
Johannesburg, South Africa, 1687

Account Name: Adapt IT Holdings Limited
Standard Bank of SA, Rosebank Branch Code 004305
Account Number 001635522 Swift Code SBZAJJ

MIDVAAL LOCAL MUNICIPALITY

**AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY,
30 NOVEMBER 2023 AT 14:00 IN THE COUNCIL CHAMBERS**

July 009 / 2023 - 2024



VAT Registration No: 4730261205

Co Registration No: 2012/074397/071 Address: Hill on Empire

16 Empire Road Parktown - Tel: 011 280 3000

BOOKING CONFIRMATION AND PROFORMA INVOICE

BILLING DETAILS:		ARENA CONTACT DETAILS:	
Company	Midvaal Local Municipality	Date	2023/7/18
Contact	Rebecca Tau	Contact	Tumi Kadiege
Telephone		Telephone	(011) 280 5149
Cell		Cell	0719193406
Email	rebeccatau@midvaal.gov.za	Email	kadiegeb@arena.africa

ADVERT Details:

Publication	Business Times Careers (page positions are NOT guaranteed)		
Publication date	23 July 2023		
Advertisement size	25 cm x 4 columns		
Colour	Black & white		
Municipal Rate	R526		
	Sub Total	R52 600.00	
	vat	R7 890.00	
	Total Due	R60 490.00 incl vat	

TRADING CONDITIONS: 100% Cancellation fee applies if advert is cancelled after 10am Thursday prior to publication

Booking deadline: Thursday 10h00 prior to publication date

Material deadline: Thursday 15h00 prior to publication date

Payment deadline: STRICTLY Thursday 16h00 prior to publication date

If the payment is not in our bank account timeously the advert will be cancelled

NB: No adverts will be booked unless this form is signed and returned

DIRECT PAYMENT DETAILS: To be accompanied by copy of the deposit slip or proof of EFT

Account Holder	ARENA HOLDINGS (PTY) LTD
Account Name	ARENA HOLDINGS - MEDIA DEPOSITS
Bank Name & Branch	RMB CORPORATE BANKING JOHANNESBURG
Account Number	62793070584
Branch Number	255005
Swift Code	FIRNZAJJ

Please take note of the following important guidelines, to ensure ARENA Holdings sales service is of the highest level;

Before signing the acceptance of your quotation, please ensure that you have been quoted on the correct section of Sunday Times, Sowetan, Weekend Post, The Herald, Daily Dispatch, Daily Dispatch Weekend Edition, Business Day or Financial Mail

- It is important to communicate all special positioning requests. Please note positioning cannot be guaranteed unless a loading is paid for that particular position.
- Early bookings contribute to more favourable positioning, while late bookings compromise positioning.

CREDIT CARD PAYMENT:

Due to a change in regulations we are required to make use of 3D secure credit card transactions. Should you wish to make payment by use of this method, please inform us accordingly and the secure link will be provided

ACCEPTANCE:

Date		VAT Number:
Name and Surname		Postal Address:
Signature		

FOR OFFICE USE ONLY:

Account no:	cash	Cash payment:	Yes	NO
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MIDVAAL LOCAL MUNICIPALITY

AGENDA OF THE 10TH ORDINARY MEETING OF 2023 TO BE HELD ON THURSDAY,
30 NOVEMBER 2023 AT 14:00 IN THE COUNCIL CHAMBERS

July 010 - 2023 -
Page 2 of 2 2024

Tax Invoice No. 6284075201		PO NUMBER:	2,485,156.44 ZAR
Item	Product	Quantity	Amount
000050	8008411 -SAP Integration Suite, standard edition	2 ST (Tenants)	927,405.60 ZAR
CMS Case: 3062369803 Provider Contract: 503957023			
Total net value			2,161,005.60 ZAR
VAT		15.000 % of	324,150.84 ZAR
Total		2,161,005.60 ZAR	2,485,156.44 ZAR

Payment Terms: Within 30 days due net
Interest on overdue accounts will be charged in accordance with the Agreement.

Please note that our bank details, to facilitate Electronic Banking are as follows.
Standard Bank Rivonia
Account 420023925
Branch 001255

Systems Applications Products (South Africa) (Proprietary) Limited
Registration Number 1999/021471/07 VAT Number 4150190645
Directors: C.J. Smith (Managing), J. Dransfield, G. Koolen, C.J.J. Kuthenani, M. MF Mas'ud, German, J. B. Non-Executive Director