

MATJHABENG MUNICIPALITY

ANNEXURES

of the

**ORDINARY MAYORAL COMMITTEE
MEETING**

Convened

for

WEDNESDAY, 21 AUGUST 2019

at

08:00

**EXECUTIVE MAYOR'S BOARDROOM, 4TH
FLOOR, CIVIC CENTRE, WELKOM**

MATJHABENG LOCAL MUNICIPALITY: VEHICLE PRIORITIES

| VEHICLES | DIVISION EXECUTING | SHORT TERM NEEDS | ALL NEEDED (total) |
|---|--|------------------|--------------------|
| 1) Compactor truck | • Waste Management | 10 | 15 |
| 2) 7 Ton grab tipper truck | • Waste Management • Cemetery • Parks • Roads & Storm water | 16 | |
| 3) TLB | • Cemetery • Parks • Roads & Storm water • Sewer • Refuse Removal • Landfill site | 9 | |
| 4) Skip Loader | | 4 | |
| 5) Flat-Deck (10ton*1.6m) | | 4 | |
| 6) Roll-on truck | | 2 | |
| 7) Front-end Loader | | 7 | |
| 8) Water Tanker (8.1) 10 000L (2) (8.2) 500L (4) | | 6 | |
| 9) Tipper truck | • Civil East • Civil Central • Civil West | 8 | |

| VEHICLES | DIVISION EXECUTING | SHORT TERM NEEDS | ALL NEEDED (total) |
|------------------------|---|------------------|--------------------|
| | <ul style="list-style-type: none"> • Refuse Removal • Landfill Sites | | |
| 10) Excavator | <ul style="list-style-type: none"> • Electrical Unit • Park Department | 2 1 | |
| 11) Grader | <ul style="list-style-type: none"> • Roads Unit • Sports ground • Landfill sites | 5 | |
| 12) Cherry Pickers | <ul style="list-style-type: none"> • Electrical Unit • Parks Unit | 12 | |
| 13) Jet blasters | • | 6 | |
| 14) Mobile Pump | • | 6 | |
| 15) Eco-recycling Unit | • Sewer Unit | 2 | |
| 16) Trailers | | 6 | |
| 17) Honey Sucker | | 3 | |
| 18) Tractors | | 7 | |
| 19) Minibuses | • | 10 | |
| 20) LDV (1ton) | <ul style="list-style-type: none"> • Electrical Unit • Sewer Unit | 15 | 23 |

| VEHICLES | DIVISION EXECUTING | SHORT TERM NEEDS | ALL NEEDED (total) |
|--|--|------------------|--------------------|
| | <ul style="list-style-type: none"> • Water Unit • Parks Unit • Waste Management • Recreation • Security | | |
| 21) LDV 3.0l Double Cab | <ul style="list-style-type: none"> • Security | 6 | |
| 22) LDV 1600 Long Wheel Base, Rubberizing, Canopy And Tow Bar | <ul style="list-style-type: none"> • Traffic: Technical section | 5 | |
| 23) Sedan High Performance Vehicles For Escorts | <ul style="list-style-type: none"> • Traffic | 2 | |
| 24) Sedan 1600 Diesel Engine | <ul style="list-style-type: none"> • Traffic | 15 | 22 |
| 25) K 78 (Road Block) trailer fully equipped | <ul style="list-style-type: none"> • Traffic | 1 | 3 |

TSHWARAGANANG PROPERTY DEVELOPMENT TRUST

REG : 2289/02

5 Vaal River
Glen Harmony
Virginia 9430
Email : tshwaraganangpdt@yahoo.com
Fax. : 086 258 8680
Contact : 079 257 0040
Cell. : 061 482 8361
Date : 17 April 2019

RE : Proposal for land availability agreement on the undermentioned sites of Saaiplaas EXT1

Attention to : MM Tshoadi

Refer to identified sites and map including list of site numbers with a house plan .

Its a privilege to table down this short proposal request ing Matjhabeng Municipality to enter into land availability agreement of 248 sites in Saaiplaas , ext 14 Virginia ,and from this 248 sites , 63 has raft foundations, our understanding is that there were services from those sites , but they've been vandalised , on getting into agreement of understanding with Municipality , investigation through our consulting engineers will be conducted before to check the bulk services and the exciting internal services , plus how much to construct or to replace where necessary for land to take over before constructing , and a full after investigation report shall be handed over to the municipality . and then we can submit a bulk service proposal to the municipality , after an agreement with municipality we can start with the beneficiary list that our municipality has , so that we can forward it to the DPT of Human Settlement for capturing and verifying process to take place , on approval of the beneficiaries by the Department ,the appointed conveyencer (Andrews inc) will start to register the said properties from the Municipality to the registered beneficiaries , but the title deed shall remain with the Municipality for their official hand offing .

With this project more than 100 job opportunities shall be created ,mostly for woman and youth at large , and the developer will work hand in hand with the Free State Department of Human Settlement in collaboration with National Urban Reconstruction and Housing Agency , under the leadership of the ward 8 municipality councillor , and the beneficiary list shall be given to the developer so that they can be submitted and follows be made with the department of human settlement for capturing and verification ,on approval by the department ,the appointed Conveyencer Andrews inc will register the property from the municipality to the beneficiaries ,then financial institutions (Nurcha) will release the developer to build ,with full understanding that with the cession signed between them (Nurcha) and the Developer indicating that on completion of the house .

Before hand over to the beneficiaries , financial institutions Nurcha or will have to pay over the municipality land availability agreement amount agreed upon , pending on how many houses are completed

We hope that the committee will consider our proposal of development and give us a chance to develop from Saaiplaas after many years .

The Raft Foundation Site Numbers

6719 6720 6721 6722 6723 6724 6725 6726 7627
6728 6729 6730 6731. 6732. 6733. 6734. 6735. 6736
6745. 6746 6747 6748. 6749. 6750. 6751. 6752. 6753
6754. 6755. 6773.6774. 6775. 6776. 6777. 6768. 6779
6780. 6781. 6782 6783. 6802 6803 6804. 6805. 6806
6807. 6808. 6809. 6810. 6811. 6812. 6813. 6814. 6815
6816 6817 6818 6819 6820 6821 6822 6823 6824

The other 185 empty sites

6656. 6657. 6658. 6659. 6660. 6661. 6662. 6663. 6664. 6665. 6666. 6667. 6669. 6670. 6671. 6672.
6673. 6674. 6675. 6676. 6677. 6678. 6679. 6680. 6681. 6682. 6683. 6684. 6685. 6686. 6687. 6688.
6689. 6690. 6691. 6692. 6693. 6694. 6695. 6696. 6697. 6698. 6700. 6701. 6702
6703. 6704. 6705. 6706. 6707. 6708. 6709. 6710. 6711. 6712. 6713. 6714. 6715. 6716. 6717. 6718.
6737. 6738. 6739. 6740. 6741. 6742. 6743. 6744. 6852. 6853. 6854. 6855. 6856. 6857. 6858. 6859.
6860. 6861. 6862. 6863. 6864. 6865. 6866. 6867. 6868. 6869. 6870. 6871. 6872.
6873. 6874. 6875. 6876. 6877. 6878. 6879. 6880. 6881. 6882. 6883. 6884. 6885. 6886. 6887. 6888.
6889. 6890. 6891. 6892. 6893. 6895. 6896. 6897. 6898. 6899. 6900. 6901. 6902. 6903. 6904. 6905.
6906. 6907. 6908. 6909. 6910. 6912. 6913. 6914. 6915. 6916. 6917. 6918. 6919
6920. 6921. 6922. 6923. 6924. 6926. 6927. 6928. 6929. 6930. 6931. 6932. 6934. 6935. 6936. 6937.
6938. 6940. 6942. 6943. 6944. 6945. 6946. 6947. 6848. 6950. 6951. 6952. 6953. 6954. 6955. 6956.
6957. 6958. 6959. 6960. 6961. 6962. 6963. 6964. 6965. 6966. 6967. 6968. 6969. 6970

We trust you find the above in order , should the municipality require any further information on the above proposed , our office is wide open to clarify

We look forward with hope to hear you

Yours in development

Molise

0792570040
0614828361

OUR MISSION STATEMENT IS AS FOLLOWS

The Trust has adopted the mission statement that set out concisely yet the firm's basic philosophy.

Which is applied to all its operations and which forms part of the firm's culture and its people.

To provide efficient professional building construction service which contributes to the lives of community, as well being of all our employees and the benefit of our client company”

- (I) To put our community interest first
- (ii) To provide the best possible service as priority
- (iii) To provide equal opportunities for the advancement of all staff and the trustees
- (iv) To achieve transformation while reaching employment equity and skills development goals .

ACKGROUND

Tshwaraganang Property Development Trust is owned and managed by previous disadvantaged couples ,that have equipped themselves with construction skills ,and create jobs for our local Matjhabeng Municipality communities. The Trust can confidentially undertake any of the following: Bricklaying, plastering, painting, roofing, plumbing and all construction jobs and the trust is supported by experienced team of experts including:

| | |
|------------------------|------------------------|
| Johan Helm Architect | (a) Mr Johan Helm |
| Helm Engineers | (b) Mr Rudolph Helm |
| Thusa Batho Civil Eng | (c) Mr Wouter Kruger |
| Thusa Batho Consulting | (d) Mrs R. Van Benecke |
| Matsepe's in. | (e) Karin Smith |

Tshwaraganang Property Development Trust can confidentiality undertake any of the following on housing ,

- (I) Plan Setting
- (ii) Excavations
- (iii) Steel fixing and Casting
- (iv) Brick Laying and Carpentry
- (v). Roofing , Water Connection and Electricity transfer
- (Vi). Completed houses and handover certificate issue

4

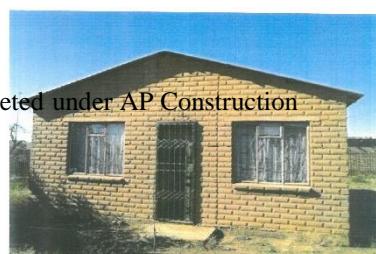
The trustees of Tshwaraganang both of them have completed one of their awarded housing contract and subcontracting contracts successfully .

LIST OF PROJECTS DONE BY TSHWARAGANANG TRUSTEES TO DATE:

50 x 50 Sqm houses. Phomolong Hennenman Basil read under
Hatton and Associates



120 x 42 sqm houses in Phomolong / Hennenman tender completed under AP Construction



50 x 42 sqm houses Hennenman under Matlo construction



10 x individual subsidies Ventersburg ,completed Stocks & Stocks



100 x 45 sqm houses. Lindley Ntha Php under Sebetsang Basotho



20 x 42 Sqm houses. Welkom Thabong Jerusalema Park



OBJECTIVES

TSHWARAGANANG HAS THE FOLLOWING OBJECTIVES:

- (a). To provide management support service to builders to ensure that houses are build successfully , and the supplied beneficiaries and the Municipality are satisfied .
- (b). To promote the local building industry in a market adequate way by means of capacity building and skills training .
- (c) To reduce the risk of the financier in new development and houses in Matjhabeng Municipality. Builders Market will be the supplier of the material on this project, pls find attached copy .
- (d) To be committed to the reconstruction and development program of our South African Government .

The project will be implemented in such a way that community involvement and empowerment is stimulated and local employment opportunities are created especial for woman and youth at large .

The trust is intending to train women and youth to :

- (a). To become brick layers
- (b). To become plumbers
- (c). Carpenters

PROVISOS

THIS PROFILE IS SUBJECT TO THE FOLLOWING PROVISOS

- (a). Tshwaraganang is buying empty serviced sites in Virginia Saaiplaas for low cost houses (RDP).
- (b). Tshwaraganang will be the developer.
- (c). Tshwaraganang will work hand in hand with the Municipality of Matjhabeng who will assist the Trust with the identification of beneficiaries.
- (d) Tshwaraganang will provide affordable houses 57m² with geysers.
- (e) Tshwaraganang will apply to the Department of Human Settlement to secure individual subsidies for the first time qualifying beneficiaries .
- (f). NURCHA has agreed on bridging finance of the whole housing project . (See attached)

SOCIAL RESPONSIBILITY

The Trust seeks work wherever possible with the P.D.I's in order to change their lives ,through job creations , skills training , relationship are been developed with consultation firms , to encourage them to employment as emerging quality contractors and artisan from P.D.I 's empower them for the job market

P.D.I's Previous Disadvantaged Individuals

The Trust give particular attention to P.D.I'd especially woman ,by understanding that empowering one woman you raise the nation ,within the business they'll be given

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- (a) Business Dealings
- (b). Construction Meetings
- (c). Negotiation skills
- (d). Construction itself

This show that Tshwaraganang has indulged in training the woman where other few companies have ignored them

The trust also seek joint venture partners in order to create more job opportunities for the up and coming youth and woman society at large ,Tshwaraganang specialise mostly in low cost housing and subsidy based housing development ,it is therefore requested that the above statement are taken to account when adjudicating the social responsibility portion

We therefore provide our Municipality community with the ff

- (a). Assist in poverty alleviation
- (b). Job Creations
- (c). Skills to the local builders for the future projects - specially
Woman and youth at large

Tshwaraganang Property Development Trust believes that by working with the municipality and the department of human settlement, every project can be a success

Tshwaraganang Property Development Trust will manage the whole total phase of the project, and on every project our involvement will be structured to suit our community, Municipality .and our Free State Government.

8

POSITIONS

SKILLS OF ALL STAKE HOLDERS

- (@). Mr Molise , manange of construction process till hand over
- (b). Dimakatso ,after sale customer care
- (c). Souter Kruger , an Engineer
- (d). Johan Helm , an architect
- (e). Rudolph Helm , building inspector
- (f). Matsepe'inc. , transferring attorneys
- (g). Excators, Steel fixers and slab casters
- (h). Builders , brick layers and plumbers
- (I). Painters and carpenters

BUILDING EXPERTS

- Mr Molise
- Mr Johan Helm
- Rudolph Helm
- Souter Kruger
- Local Brick Layers

The accountability of the whole project rest with Tshwaraganang with the building experts

PROJECT MANAGEMENT STRUCTURE

- (I). Department of Human Settlement (Provision of Individual subsidies)
- (ii). Tshwaraganang Property Development Trust (Developer)
- (iii) Matjhabeng Municipality (Provison of land, Municipal services and Beneficiaries)
- (iv). Conveyancer's
- (v) Architect and Consulting Engineers
- (vi). Local Builders

SERVICES

- (a.) Construction programming and cash flow management
- (b). Acting as pay master and financial manger of the builder

COMMUNITY INTERACTION

- (a) Community participation is given a high priority by
Tshwaraganang Property Development Trust
- (b). An appropriate committee will meet regularly to deal up
front with all issues relating to the project .
- (c). We realise how important it is for capacity's growth and
the transfer skills amongst one another and community

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CIVIL SERVICES

The following levels of services are available

- Water. : All stands are serviced
- Storm water : access roads and storm water are in place
- Sewerage. : A water borne sewer in place
- Streets. : Tired roads round main entrances
- Electricity. : Electricity connection is near the sites

TOP STRUCTURE

The houses will be 57 Sam four roomed houses with solar geyser build on the engineers approved plan .

The level of finishes to this houses is as indicated in the attached specification and house plan

CONTRACTUAL arrangements

The following contractual arrangements are necessary

Tshwaraganang Property Development Trust have bought sites from the MATJHABENG Municipality

The Land Availability Agreement between two parties will be signed

The Department Of Human Settlement will reserve subsidies under

11

Under individual scheme.

Contract between the Architects and Developers

Agreement between the Developer and the beneficiaries

Agreement between the Developer and the builders

CONCLUSION

Tshwaraganang Property Development Trust believes that by working with the Matjhabeng Municipality, and the Department Of Human Settlement every project scaled down can be a success

Tshwaraganang is committed to the reconstruction and development programme of the government

Tshwaraganang will manage the total phase of the project ,and on every project. under the municipality ,the trust involvement will be structured to suit our goverment and our municipality, more especially the beneficiaries

Your's in development

Mr Molise _____

TSHWARAGANANG PROPERTY DEVELOPMENT TRUST



Email address: Tshwaraganangpdt@yahoo.com

Fax: 086 2055 680

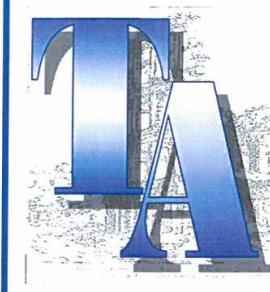
CIDB: CRS number - 10195201

Contact Person: Mr. Molise

Contact no: 061 4828 361 / 079 2570 040

ANNEXURES

ANNEXURE A

| | | |
|---|--|---|
|  <p>THUSABATHO ARCHITECTURE</p> | | P.O.BOX 32289 FICHARDTPARK 9317 051 444 5616 051 444 1742 ronel@thusabatho.co.za Reg No.: D0435 |
| QUOTATION/KWOTASIE | | |
| Aan / To : | Tshwaraganang Property Development Trust Virginia | |
| BTW no. | | |
| For attention : | Mr. Molise Segwaba | |
| Fax : | | |
| Email : | tshwaraganangpdt@yahoo.com | |

ANNEXURE B

J246



DEPARTMENT: JUSTICE AND CONSTITUTIONAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

LETTERS OF AUTHORITY

In terms of Section 6(1) of the Trust Property Control Act, 1988 (Act 57 of 1988)

NO: IT 2289/02

This is to certify that MOLISE PAUL SEGWABA & DIMAKATSO AUGUSTINA KHOLOKANYANE

is/are hereby authorized to act as trustee(s) of the

TSHWARAGANANG PROPERTY DEVELOPMENT TRUST

ANNEXURE C



THUSABATHO CONSULTING ENGINEERS CC

Registration Number 2009/168229/23 | VAT Number 4210253763

APPOINTMENT AS ENGINEER AND COMPETENT PERSON

| | |
|-------------------------|-------------------------------------|
| AREA | : VIRGINIA / SAAIPLAAS |
| DEVELOPER | : TSHWARAGANANG PROPERTY DEV. TRUST |
| SITE NUMBER | : 248 HOUSES OF 57 M ² |
| DATE | : 13 MAY 2019 |
| REFERENCE NUMBER | : 09005 |

We hereby certify that we have been appointed by the developer mentioned above to act as Structural Engineer on the site number and area above for all structural items as well as the inspection of the structural items during construction.

Our responsibilities and appointment include the following:

ANNEXURE D



Tax Clearance Certificate Number:
0700/2/2019/A002986587

Tax Clearance Certificate - Good Standing

Enquiries
0800 00 SARS (7277)

Approved Date

2019-05-07

Expiry Date
2020-05-07

| | |
|--------------|--|
| Trust number | IT2289/02 |
| Income Tax | 0908458144 TSHWARAGANANG PROPERTY DEVELOPMENT TRUST |
| Trading Name | TSHWARAGANANG MULTI PURPOSE |

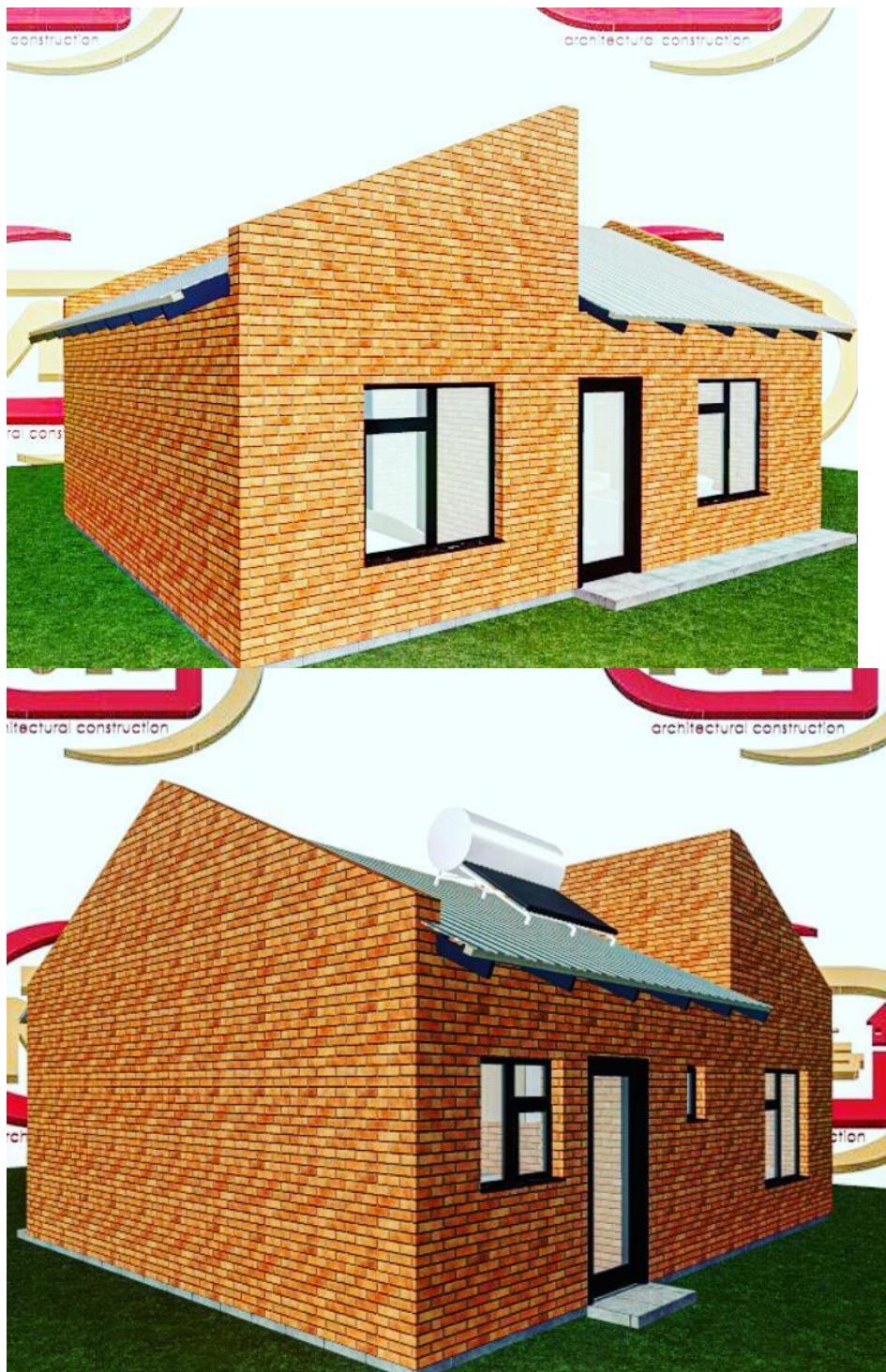
It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

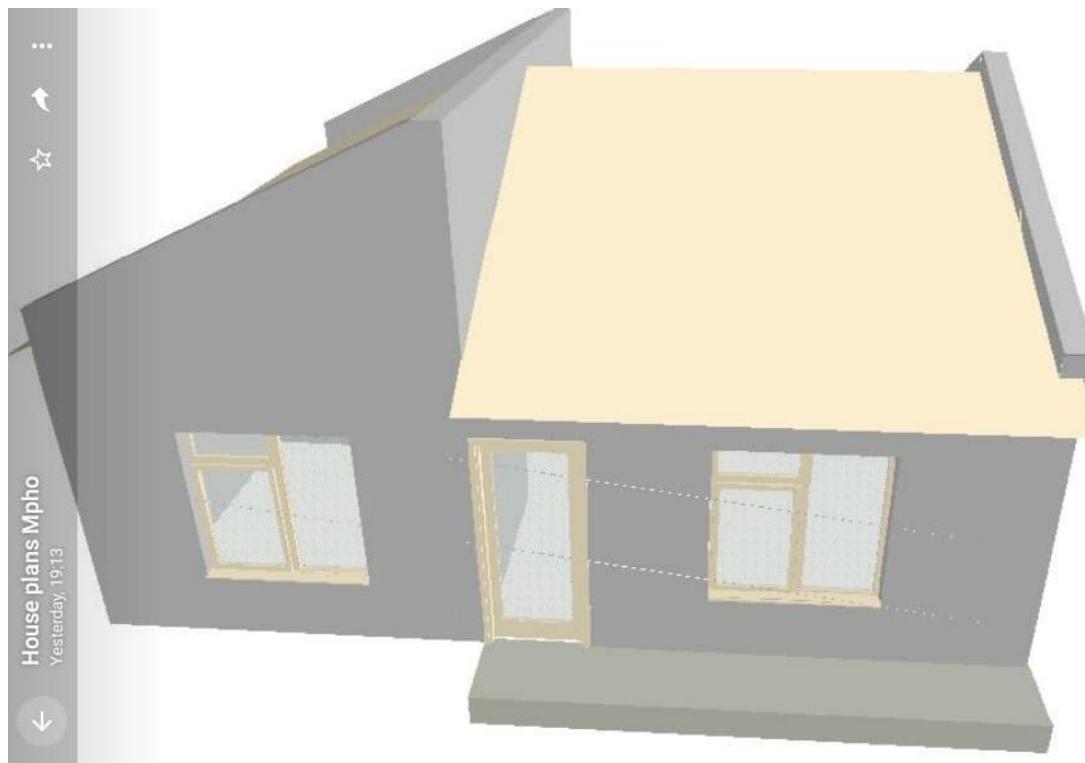
ANNEXURE E - PROPOSED HOUSES**PROPOSED HOUSES**



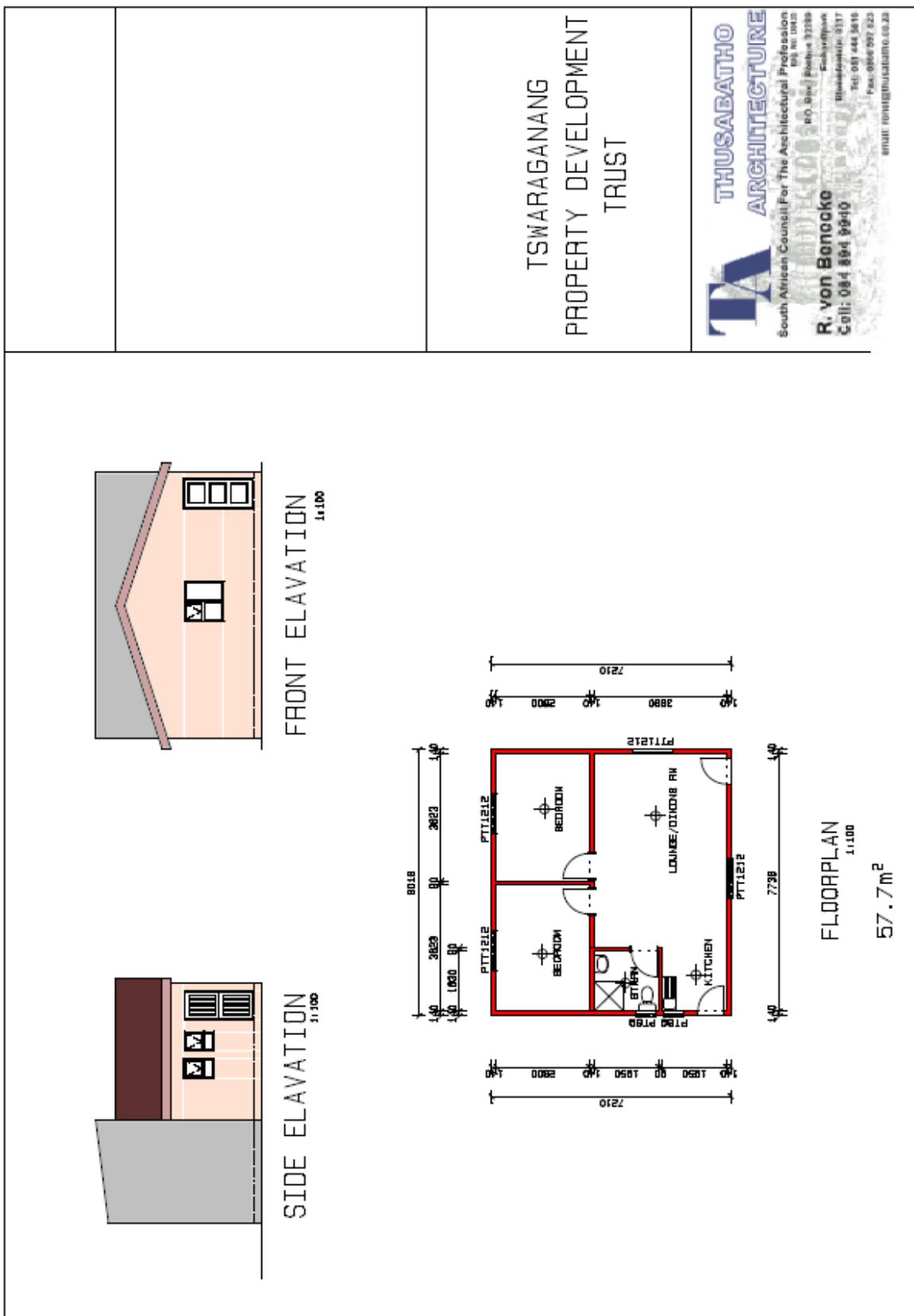
PROPOSED HOUSES



PROPOSED HOUSES



ANNEXURE F - PROPOSED PLANS



ANNEXURE G - CIDB REGISTRATION CERTIFICATE

5/15/2019

[View Contractor](#)

The screenshot shows a CIDB registration page. At the top left is the CIDB logo with the tagline 'DEVELOPMENT THROUGH PARTNERSHIP'. At the top right is a 'View Contractor' link. Below the header is a banner featuring a construction site at sunset. The main content area has a 'Contractor Detail' title. It lists the following information:

| | | | |
|------------------|--|---------------------|------------|
| CRS Number: | 10195201 | Status: | Active |
| Contractor Name: | TSHWARAGANANG PROPERTY DEVELOPMENT TRUST | Type of Enterprise: | Trusts |
| Trading Name: | TSHWARAGANANG MULTI PURPOSE | Expiry Date: | 2022/05/14 |

Below this is a 'Contractor Grades' section with the following entry:

| | |
|--------|------------------------------|
| Grade: | 1GB, Update Date: 2019/05/14 |
|--------|------------------------------|

At the bottom of the page is a 'Back' button and copyright information: 'Copyright © cidb 2011. All rights reserved' and 'Website technical enquiries contact'.

57 M² HOUSE DEVELOPMENT IN SAAIPLAAS

- a) Human settlement
- b) Developer
- c) Municipality
- d) Conveyancers
- e) Architectures
- f) Engineers
- g) Builders:
 - i) Raft
 - ii) Top Structure
 - iii) Completion

TOTAL COST PER HOUSE = R110 000.00



LOCATION PLAN TSHWARAGANANG LAA AGREEMENT – SAAIPLAAS

SA4/2014

**REQUEST FOR AUTHORITY TO BE GRANTED TO THE MUNICIPAL MANAGER
TO ENTER INTO LAND AVAILABILITY AGREEMENTS FOR
DEVELOPMENTAL RIGHTS (MM) (20/14/4/3)**

PURPOSE

To solicit approval from Council to authorise the Municipal Manager to enter into Land Availability Agreements exclusively for granting of developmental rights to prospective developers for the following areas: Flamingo (up market), Kitty (inclusionary) and Saaiplaas (RDP) Dagbreek as they are not required for provision of municipal services.

DISCUSSIONS

The Executive Mayor, Cllr S Ngangelizwe presented the item to Council.

//After lengthy deliberations on the matter, at 16:29 the ANC requested a 5 minutes caucus and the permission was granted.

COUNCIL RESOLVED (08 APRIL 2014)

1. That Council **CONFIRMS** that the erven in the following areas zoned for residential development in Flamingo (up market), Kitty (inclusionary), Allanridge ±840 erven, Venterburg – Extension 6, Hennenman, Virginia Extension 10, Odendaalsrus Extension 13, Welkom – Naudeville Extension 2, Welkom – Rheeder Park Extension 2, Welkom – Flamingo Park Extension 5, Welkom – Riebeekstad Extension 1, Thabong – Thandanani area, Thabong Extension 6, Saaiplaas, Dagbreek are not required for provision of municipal services.
2. That the development proposals **BE INVITED** in terms of the requirements and the MFMA.
3. That the Municipal Manager **BE AUTHORIZED** to conclude Land Availability Agreement with the developers in compliance with the legislative framework.
4. That when the developed erven are disposed they be **DISPOSED** within the values as obtained in the Municipal Valuation roll.
5. That in areas where bulk services are not available, Service Level Agreement **BE CONCLUDED** with the developers to develop such services at its own costs.

That the Municipal Manager to report **PROGRESS** to Council every (3) three

LAND AVAILABILITY AGREEMENT

entered into by and between

1. PARTIES

| | | | |
|-----|--|---------------------------------------|---|
| 1.1 | MATJHABENG herein represented by being duly authorized (hereinafter referred to as the MUNICIPALITY) | LOCAL Thabiso authorized | MUNICIPALITY (MLM) TSOAELI thereto |
|-----|--|---------------------------------------|---|

AND

1.2 **TSHWARAGANANG PROPERTY DEVELOPMENT TRUST**

Registration Number: IT 2289/02
herein represented by Mr. Molise
 in his capacity as MANAGING DIRECTOR
 duly authorized thereto by virtue of a resolution
 (the “**DEVELOPER**”)

2. INTRODUCTION

- 2.1 The Housing Policy and Strategy (1994) focused on stabilizing the environment to transform the extremely fragmented, complex and racially-based financial and institutional framework inherited from the previous government, whilst simultaneously establishing new systems to ensure delivery to address the housing backlog.
- 2.2 In Matjahabeng, there has not been any significant housing development due to a variety of reasons and the housing backlog needs to be addressed in order to accommodate citizens, fulfill the local government mandate and respond to the needs of the community in line with the National Government Policy on the provision of Housing.
- 2.3 The provision of housing is a basic human right enshrined in the Constitution of the Republic of South Africa of 1996.
- 2.4 Project Goals and Objectives are :
 - To ensure the provision of housing as a key strategy for poverty alleviation;
 - To utilise the provision of housing as a major job creation strategy;
 - To ensuring that property can be accessed by all as an asset for wealth creation and Empowerment;
 - To combat crime, promote social cohesion and improve quality of life for the poor;
 - To utilise housing as an instrument for the development of sustainable human settlements, in support of spatial restructuring.

- 2.5. That the municipality hereby makes the property (land) mentioned under annexure "A" available to the Developer on the terms and conditions set out below.

3. INTERPRETATIONS

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement, unless a contrary intention clearly appears –

- 3.1 words importing –

- 3.1.1 any one gender includes the other gender;
- 3.1.2 the singular include the plural and *vice versa*; and
- 3.1.3 natural persons include created entities (corporate or unincorporated) and *vice versa*.

- 3.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

- 3.2.1 "Attorney" means the firm of attorneys appointed by "Developer" to transfer the land (or portions thereof) into the name of the end user;
 - 3.2.2 "BBBEE" means the Broad-Based Black Economic Empowerment;
 - 3.2.3 "MLM" means Matjhabeng Local Municipality, herein represented by Mr. Thabiso Tsoaeli in his capacity as **Municipal Manager**.
 - 3.2.4 "Contractor" or "sub-contractor" means a contractor or sub-contractor other than the Developer as described in clause 21 hereunder;
 - 3.2.5 "Developer" means, TSHWARAGANANG PROPERTY DEVELOPMENT TRUST , Registration IT 2289/02
 - 3.2.6 "development project" means the development of the land to be undertaken on the terms of this agreement by the development of the stands on the land as more clearly depicted on the plan to be amended;
 - 3.2.7 "Effective date" means the signature date;
 - 3.2.8 "land" means the land as more clearly depicted on the attached plan and the complete erf list (erf quantum) which is attached as Annexure A hereto and only refers to residentially zoned erven. All other land uses in the area are excluded from this agreement.
 - 3.2.9 "subsidies" means the total financial grant assigned to qualifying first time home owners in terms of the Individual Project Subsidy Scheme as administered by the Provincial Department of Human Settlement and overseen by NURCHA.
- 3.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

- 3.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.
- 3.5 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.

4. LAND AVAILABILITY

- 4.1 The municipality hereby makes available the land to the DEVELOPER as depicted on the attached plan and the complete erf list as attached as Annexure A hereto and subject thereto that the development obligation of the DEVELOPER shall be undertaken on the basis that the LAND REMAINS REGISTERED IN THE NAME OF THE MUNICIPALITY until all conditions of the Municipality as contemplated in this agreement are met.
- 4.2 The development project, subject to the terms and conditions of this agreement and the Development Proposal, to be carried out on the land shall comprise *inter alia* the:-
 - 4.2.1 The developer identifying qualifying beneficiaries for the project for the project in collaboration with the Municipality.
 - 4.2.2 Developer applying for subsidies on behalf of beneficiaries to the Department of Human Settlement in terms of the Individual Project Linked Subsidy Scheme and the requirements of NURCHA for all of the total erf quantum under this land availability agreement.
 - 4.2.3 DEVELOPER providing written confirmation to the Municipality that subsidies for the entire erf quantum was approved by the Department of Human Settlement.
 - 4.2.4 DEVELOPER planning and responsible for the installation and supply of all internal services and bulk services if so required to the land at their own costs and in terms of the standard Municipal design standards.
 - 4.2.5 DEVELOPER developing the houses on the land in accordance with the existing GENERAL PLAN, SPATIAL DEVELOPMENT FRAMEWORK, LAND USE SCHEME and the National Building Regulations on the terms of this agreement.
 - 4.2.6 The developer ensuring the transfer of individual erven into the names of the qualifying beneficiaries for every completed and approved housing structure.
- 4.3 The DEVELOPER shall only be entitled to cede its rights and obligations to a Financial institution/Investor, solely for the reason of securing funds to undertake the development project. The DEVELOPER will not be entitled to cede or encumber the Land without the prior written consent of the municipality being obtained. After written consent has been obtained from the MLM, the DEVELOPER will submit such cession/mortgage bond to MLM for noting and acceptance.
- 4.4 No agency or lease is hereby constituted.
- 4.5 The land is made available for development in terms of this agreement “voetstoots” as to condition and extent and shall not be liable for any defects, either latent or patent. The DEVELOPER is hereby deemed to have made himself acquainted with the situation, nature and condition of the land and locality of the same inclusive of the conditions of township

establishment and title and the positioning of all existing services as well as any servitudes or conditions affecting the land, and is entirely free from any liability therefore, save as provided in terms of this agreement.

5. PROVISION OF ENGINEERING SERVICES

- 5.1 MLM does not warrant the installation of the bulk and/or internal services necessary for the Project due to its current financial situation.
- 5.2 The developer will submit a services report to the Municipality which addresses the provision of both the internal and bulk services to the area from a professional and registered engineer for approval, also with the condition that the developer will be financially responsible for the provision of all outstanding engineering services in the area.
- 5.3 That the developer will enter into a Services Agreement with the Municipality as soon as the services report is approved by the Municipality.

6. SUSPENSIVE AND RESOLUTIVE CONDITIONS AND DURATION

- 6.1 This agreement is subject to the fulfilment of the following suspensive conditions:-
 - i. The developer applies for subsidies to the Department of Human Settlement on behalf of the beneficiaries and submits written approval from the Department of Human Settlement for all the subsidies in relation to the erf quantum within six months.
 - ii. That the developer submits an engineering services report and electrical services report to the Municipality from a professional and registered engineer for approval, also with the condition that the developer will be financially responsible for the provision of all outstanding engineering services in the area within six months from signing this agreement.
 - iii. That any financial proposal from the developer in relation to the feasibility of the project inclusive of the provision of services, the purchase of the land or any other aspects will be submitted to Council for approval.
 - iv. That the development of services and houses commences within one year after signature of the LAA agreement.
 - v. That the DEVELOPER submits to the MLN a detailed work schedule (including number of jobs permanent or otherwise created as a result of the development) in terms of the extended Public Works Programme prior to the physical commencement of the project.
- 6.2 This agreement shall also terminate if:
 - 6.2.1 this agreement is cancelled in accordance with the provisions of clause 25; or
 - 6.2.2 the parties agree in writing that it shall be cancelled.

7. FINANCIAL ASPECTS

- 7.1 The consideration payable by the **DEVELOPER** to the MLM will be in line with the Provisions of the MFMA (Market Price) of each site/land upon transfer of same to the end-user/ to the

Developer on practical completion of the development, or when the DEVELOPER takes transfer of the stands, whichever occurs first.

- 7.2 The DEVELOPER shall pay no occupation rental.
- 7.3 The DEVELOPER shall be liable for and shall pay on demand for any charges together with the Value Added Tax thereon arising out of its use of electric current, water, gas, refuse and garbage disposal services, sewerage and effluent and other charges (including basic and service charges), in respect of the Land from date of signature of this agreement.
- 7.4 The DEVELOPER will be responsible for payment of development costs inclusive of connection fees, building plans as per the Municipal Tariff list.
- 7.5 Rates and taxes shall be payable on practical occupation of the property by the beneficiary on, or when the DEVELOPER or end users take transfer of the stands, whichever occurs first.

8. ROLE AND RESPONSIBILITIES OF DEVELOPER

The role and responsibilities set out hereunder shall be subject at all times to DEVELOPER exercising such powers in accordance with (i) this agreement, (ii) Development Plan, (iii) applicable legislation and by-laws and (iv) relevant policy guidelines of the MLM.

9. TOWN PLANNING ISSUES AND ENVIRONMENTAL ISSUES

The DEVELOPER shall at its sole cost and expense carry out the following steps, namely :

- 9.1 Submit and/or withdraw and/or amend a SDP and/or any building plans and/or engineering services connection application to the appropriate MLM authority for the development of the land, and in this regard:-
 - 9.1.1 file together with the application(s) together with all the prescribed documentation and information as may be required;
 - 9.1.2 give all the relevant notices to those bodies as prescribed for the purposes of the said application(s);
 - 9.1.3 advise the MLM of any objections regarding the application either immediately upon receipt hereof, or as soon as is practicable after any such objection has been made;
 - 9.1.4 appear before the MLM Town Planning Tribunal or any other authority, as may be necessary and required in the process of township establishment; and
 - 9.1.5 refer back to the Council any or all conditions imposed by such authority referred to in clause 12.1.4 in the process of township establishment, particularly with regards to the suspension and/or cancellation of any title conditions which involves the co-operation and/or approval of the land.
 - 9.1.6 in the discretion of DEVELOPER, appoint any relevant professionals to represent the Developer;
 - 9.1.7 submit a layout plan with the appropriate department of the MLM for approval;
 - 9.1.8 comply fully with all the required provisions of applicable legislation;

- 9.1.9 make application for the suspension/cancellation of any title deed restrictive conditions, if necessary;
- 9.1.10 conduct an environmental assessment and impact study and comply with all the relevant preventative and/or remedial measures in terms of legislation and requirements of the said Tribunal;
- 12.1.11 produce a full Environmental Management Plan in terms of applicable Environmental Legislation, if necessary; and
- 12.1.12 apply for and obtain rezoning of the land if necessary in terms of the Town Planning and Townships Ordinance 1986 should it be applicable.

13. FINANCING

DEVELOPER shall be responsible for the financing of the entire development project, insofar as any obligations vest with DEVELOPER.

14. TIME FRAMES AND PERIODS

- 14.1 The development project shall be completed in accordance with the time frame set out in clause 6 above.
- 14.2 In the event of DEVELOPER defaulting on any of abovementioned time periods, the MLM shall be entitled to act against DEVELOPER in terms of clause 25 hereof.
- 14.3 DEVELOPER shall submit to the MLM for notification a **written** progress report EVERY month addressing the progress made with the development project and all other issues pertaining to the development project.

15. DEVELOPMENT AND CONSTRUCTION

- 15.1 The development project shall be completed by the DEVELOPER at its cost:-
 - 15.1.1 in a good and proper and workmanlike manner;
 - 15.1.2 substantially in accordance with the development project proposal; and
 - 15.1.3 in accordance with –
 - the applicable town planning scheme;
 - all applicable conditions of title;
 - every applicable law; and
 - the provisions of this agreement.
- 15.2 The DEVELOPER shall at all times observe (and is obliged to fully acquaint itself with) the conditions of title and servitudes (registered and un-registered) applicable to the land.
- 15.3 If the development project is delayed-
 - 15.3.1 by viz major;

- 15.3.2 by reason of civil commotion, political riot, local combination of workmen, strike or lockout, any land claim or circumstances beyond the DEVELOPERS' control; then in such case the Civil Engineer shall certify a fair and reasonable extension of time of the practical completion date
- 15.4 The DEVELOPER shall ensure that all construction methods, materials and workmanship employed in the development of the land are of a standard acceptable to the MLM, who shall be entitled through its designated representatives, to inspect the building site of the DEVELOPER at any time in order to ensure that satisfactory standards are being maintained.
- 15.5 The DEVELOPER and/or sub-contractor shall keep record of all labour contracts as required in the "Extended Public Works Programme" and submit such records to the MLM on a quarterly basis.
- 15.6 The DEVELOPER confirms that as from the commencement date it shall be deemed to have acquired full control in respect of the land for purposes of the Occupational Health and Safety Act, 1993 and Regulations, and that the DEVELOPER is regarded as the client for the purposes of the said Act. To this effect the DEVELOPER shall manage, administer and audit compliance by the contractor on a monthly basis for the duration of the construction work on the development project.

16. INSURANCE

- 16.1 The DEVELOPER shall, for the duration of the construction program maintain construction risk insurance in a sum equal to the estimated construction costs plus a contingency allowance of 30% (thirty per centum).
- 16.2 DEVELOPER shall take out and maintain adequate insurance cover, including public liability insurance, for the duration of this agreement until the transfer of the last unit to a third party.

17. OTHER AGREEMENTS

DEVELOPER shall enter into or terminate any other contract which it considered necessary for or incidental to the performance of its duties in accordance with this agreement and to further give effect to the approved development project, including but not limited to Security Agreement; Site Development Agreement. The MLM will not be a party to these agreements and DEVELOPER herewith indemnifies and holds the MLM harmless against any claims that may arise from such agreements.

18. COMMUNITY PARTICIPATION

It is specifically agreed that the DEVELOPER shall cause sufficient community participation to take place to the satisfaction of the MLM. The MLM pledges its co-operation to assist in this process.

19. ROLES AND RESPONSIBILITIES OF THE MLM

The roles and function of the MLM shall comprise the following:-

- 19.1 The MLM shall make the land available to DEVELOPER, as is hereby done, co-operate and assist DEVELOPER where it is reasonably required in order to successfully complete the development project.

19.2 The MLM shall retain the control of the land and may in the event of the breach of any of the terms and conditions hereof, withdraw the land and deal with the land as the MLM may deem fit.

19.3 Any power of attorney or consent not attached hereto at date of signature shall not render this agreement incomplete and may be prepared by DEVELOPER at the appropriate time.

20. **SUB-CONTRACTS AND LAND DEVELOPER**

20.1 DEVELOPER shall remain wholly responsible for carrying out and completing the development project in all respects in accordance with this agreement notwithstanding the sub-contracting of all or any portion thereof. In this regard:-

20.2 If DEVELOPER decides, either at the outset of this agreement or at any future date to enter into an agreement with a land developer or sub-contractor whereby such land developer or sub-contractor develops either the entire or part of the land, be it by way of joint venture or otherwise, such agreement shall be in writing and be subject to the approval of the MLM, entitling the MLM to impose any further or additional terms and conditions or cause any amendment thereto as the MLM may reasonably require, but always subject thereto that the MLM remains fully indemnified and held harmless by DEVELOPER and the land developer jointly and severally against any claim arising from any agreement/s between DEVELOPER and/or the land developer and/or sub-contractor. It is recorded that the DEVELOPER entered into a joint venture agreement with a black economic empowerment entity in accordance with the attached joint venture agreement, which forms an integral part of this agreement.

20.3 Should any land developer or sub-contractor commit any act (which shall include, for all purposes, any omission) which is a breach or would, if committed by DEVELOPER constitute a breach by DEVELOPER in terms of the provisions of this agreement, DEVELOPER shall procure that the breach is remedied within 7 (SEVEN) days or such other period that DEVELOPER deems reasonable failing which the agreement concluded by DEVELOPER with the land developer or sub-contractor in question shall forthwith terminate and DEVELOPER shall, either itself or through a land developer or sub-contractor other than the land developer or sub-contractor in question, fulfil the obligations which were contracted by the DEVELOPER to the land developer or sub-contractor in question. Without in any way limiting or derogating from the provisions of this clause, DEVELOPER shall be liable to the MLM for all and any of the acts, defaults and omissions of any land developer or sub-contractor and such land developer's or sub-contractor's agents, employees and any other person whomsoever for which such person may be liable in law.

21. **BBBEE POLICY**

21.1 In line with the DEVELOPER's endeavours to promote the socio-economical upliftment of historically disadvantaged individuals, being conditional of the approval of the development proposal submitted by the DEVELOPER, the DEVELOPER shall use all reasonable endeavours to ensure that the direct and indirect contractors, including the professional team to be appointed by the DEVELOPER on the development project, meet a minimum BBBEE requirement of 70% (seventy percent). At least 55% (fifty five percent) of the construction work shall be awarded to BBBEE compliant entities. It is recorded that the professional team was appointed some years ago when the first agreement was concluded.

21.2 The parties agree that the Property Transaction Policy and Scorecard shall be used to determine whether the direct and indirect contractors and professional team to be appointed by the DEVELOPER meet the above minimum requirements attached hereto.

21.3 The DEVELOPER shall submit to the MLM a report on the compliance with clause 22.1 above.

- 21.4 The DEVELOPER records that it is committed to the implementation of the Property Charter and that it will use all reasonable endeavours to adhere to the principles set out in the Property Transactions Policy and Scorecard from the effective date.
- 21.5 The DEVELOPER will every 6 (six) months, for the duration of this agreement, submit an independently audited report on its BBBEE status as required in terms of the Property Transaction Policy and Scorecard. Such report will contain the DEVELOPER's comprehensive scorecard for all items and an account of progress in achieving the qualitative principles outlined in the Property Transaction Policy and Scorecard. The DEVELOPER undertakes to use its best endeavours to improve its BBBEE status annually.
- 21.6 The parties record that the MLM is in the process of developing the strategy based on the five pillars of economic growth, namely empowerment, job creation, skills development and entrepreneurship. The strategy will focus on areas of alternative building material supply, property and construction services, property ownership and property finance. The DEVELOPER will use all reasonable endeavours to participate in the implementation of the above strategy in relation to the development, provided that such participation falls within the cost, program and quality parameters set for the development project by the DEVELOPER.

22. DUTY OF CARE

DEVELOPER shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out its obligations under this agreement, and furthermore to promote and safeguard the interests of the MLM.

23. MEDIATION

In the event of a dispute arising between the parties, it is the recorded intention of the parties that such dispute shall be resolved as expeditiously as possible by way of mediation before any litigious actions are instituted. In this regard the parties agree as follows :-

- 23.1 The parties shall jointly agree upon a mediator within a period of 30 (THIRTY) days to either party giving the other notice as contemplated in clause 24.2, failing which an independent mediator shall be appointed by the Arbitration Foundation of South Africa within 21 (twenty one) days from failure to agree upon a mediator.
- 23.2 The process of mediation shall commence by the one party giving the other notice of the dispute and requesting confirmation of a proposed mediator to be appointed, alternatively requesting the other party to propose a mediator for consideration.
- 23.3 Upon appointment of the mediator such mediator shall decide upon all aspects pertaining to the mediation process including costs, procedures, venues and any other aspect which the mediator regards appropriate to rule upon.
- 23.4 All discussions, disclosures, submissions and/or information made or provided during mediation shall be privileged unless the parties agree to the contrary, specifically to any particular aspect or generally, as the case may be. Such agreements shall be reached in discussion with the mediator and recorded by the mediator as being part of the mediation process.

24. BREACH

- 24.1 The principle of control by the MLM, as the case may be, pertaining to the land, shall remain an integral part of this agreement and be adhered to, entitling the MLM, as the case may be, to

withdraw the land and claim cancellation of this agreement, if after reasonable notice DEVELOPER has failed to remedy default.

24.2 Should any party to this agreement, including a sub-contractor and/or land developer in terms of clause 22, fail timeously or fully to perform any obligation arising from this agreement ('the defaulting party') the aggrieved party may call upon the defaulting party in writing to remedy such default within 14 (fourteen) days (if the breach is capable of being remedied). Should it not be possible to remedy the breach within the 14 (fourteen) day period, the defaulting party shall commence with the necessary steps to rectify the breach within 14 (fourteen) days and to complete the action within a reasonable period of time appropriate under the circumstances. Should the defaulting party fail to remedy such default within the stipulated notice period, then and in such event the aggrieved party shall be entitled to terminate this agreement in whole or in part, forthwith, by notice in writing. In this regard, the following shall apply :-

- 24.2.1 In the event of termination of this agreement by reason of the default on the part of the MLM, then DEVELOPER shall be entitled to recover from the MLM all expenditure necessarily incurred by the in pursuance of this agreement plus any loss or damage suffered as a result of such termination.
- 24.2.2 In the event of termination of this agreement as a result of the default of DEVELOPER, or any land developer or sub-contractor (if applicable), the MLM shall be entitled to recover from DEVELOPER any loss or damage suffered by the MLM.

25. DOMICILIA AND NOTICES

25.1 The MLM hereby selects as its address: -

c/o Municipal Manager
 Postal Address:
 PO Box 704
 Welkom
 9460

Physical Address:
 Cnr Ryk and Stateway
 Welkom CBD
 Second Floor
 Municipal Building
 9460

25.2 DEVELOPER hereby selects as its

05 Vaal River Lane
 Virginia
 9430

25.3 The above addresses shall be the parties' *domicilia citandi et executandi* for all purposes of this Agreement, including the service of all notices and legal process in connection herewith.

- 25.4 Notice of change of address stated in 26.1 and 26.2 to another address may be given by any party in writing to the other party.
- 25.5 Every notice to be given by one party to the other in terms of this Agreement shall be in writing and shall be either: -
- 25.5.1 delivered by hand to the *domicilium citandi et executandi* of the other party, in which case it shall irrebuttably be deemed to have been given and such other party shall be deemed to have been informed of the contents of the notice when the notice is so delivered; or
 - 25.5.2 posted by prepaid registered post to such other party at the *domicilium citandi et executandi* of the party, in which case it shall irrebuttably be deemed to have been given to the other party and such other party shall be deemed to have been informed of the contents of the notice on the fifth business day (excluding Saturdays and Sundays) after posting.

- 25.6 Notwithstanding anything to the contrary herein contained, a written notice as communication actually received by one of the parties from the other shall be an adequate written notice as communication to such party notwithstanding that it was not sent to or delivered at that party's chosen *domicilium citandi et executandi*.

26. DEVELOPER'S INFORMATION

Contact person(s):

Telephone Number:

Fax Number:

Cell Phone Number:

E-mail address:

27. MISCELLANEOUS

- 27.1 This Agreement correctly reflects the intention of the parties and constitutes the entire agreement between the parties. No variation of, addition to, consensual cancellation or novation of this Agreement and no waiver by any one party of any of its rights hereunder shall be of any force or effect unless reduced to writing and signed by the parties or their authorised agents.
- 27.2 The parties undertake to do all things, sign all documents and take all steps as may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this Agreement.
- 27.3 No latitude, extension of time or other indulgence which may be given or allowed by any one party to the other in respect of any payment provided for in this Agreement or the performance of any other obligation hereunder shall under any circumstances be considered to be an implied consent by any party or operate as a waiver or a novation of, or otherwise affect, any of such party's rights in terms of or arising from this Agreement, or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

27.4 As an alternative process and/or procedure, if available at the time when required and if the parties so agree, any other proceedings or body established in law or otherwise, for that purpose, may be utilised to resolve disputes.

28. WARRANTY OF AUTHORITY

- 28.1 The person signing this Agreement on behalf of the MLM expressly warrants his authority to do so.
- 28.2 The person signing this Agreement on behalf of DEVELOPER expressly warrants his authority to do so. The DEVELOPER will upon acceptance and signature of this Agreement, supply the authorization and resolution.

29. COSTS

Each party shall pay its own costs in respect of the drafting of this agreement and all consultations in regard thereto.

30. CANCELLATION

The first agreement is herewith cancelled and the parties will have no further claims against each other resulting from the first agreement or the cancellation thereof.

THUS DONE AND SIGNED at WELKOM on this _____ day of _____
2019 in the presence of the undersigned witnesses.

AS WITNESSES

1. _____

2. _____

for and on behalf of
MATJAHBENG LOCAL
MUNICIPALITY

THUS DONE AND SIGNED at WELKOM on this _____ day of _____
2019 in the presence of the undersigned witnesses.

AS WITNESSES

1. _____

2. _____

for and on behalf of

MATJHABENG

Municipality
Umasipala
P/ O Box 708
Welkom, 9460
South Africa



Mmasepala
Munisipaliteit

OFFICE OF THE CHIEF FINANCIAL OFFICER

18 DECEMBER 2017

ATTENTION: MR.RAYMOND SEBOKO

Messrs. MOFOMO CONSTRUCTION cc
6 & 13TH STREET
VOORSPOED OOS
WELKOM
9459

Tel: (057) 355 2306
Fax: 086 572 1199

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 52/2017 UPGRADING OF THABONG T8 PUMPING STATION.

The above matter refers;

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality on the 30th October 2017 and hereby appoints your company to complete the construction work of the above-mentioned project at a contract amount of R 14 770 626.03 (Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter
 - 3.2 Insurance of Works
 - 3.3 Security (Performance Guarantee/ Surety)

- 3.4 Health and Safety Plan (Specifications will be provided to you)
 - 3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you)
4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
 5. Please do not hesitate to contact us should you require further details.
 6. We trust that you will find all of the above in order.

Yours Faithfully



MR THABISO TSOAELI
MUNICIPAL MANAGER



Cooperative governance
and traditional affairs
Department of Cooperative Governance
and Traditional Affairs
FREE STATE PROVINCE

The Municipal Manager
Matjhabeng Local Municipality
PO Box 708
Welkom
9460

| | |
|-------------------------|---|
| REF/VERW | MIG/FSI1254/S/18/19 |
| ENQUIRIES/NAVRAE | BW Scholtz |
| E-Mail | bertus@fscogta.gov.za |
| | 086 543 3208 |
| | 051-407 6774 |

Mr. TE Tsoaeli

**MUNICIPAL INFRASTRUCTURE GRANT: REGISTRATION OF PROJECT:
MATJHABENG LOCAL MUNICIPALITY: MIG/FSI1254/S/18/19:
THABONG T8: UPGRADING OF PUMPING STATION AND OUTFALL SEWER
(MIS:270369)**

The above-mentioned project has been evaluated and registered as follows:

| | |
|----------------------------------|----------------|
| Total project cost: | R13,540,602.44 |
| MIG amount registered: | R13,540,602.44 |
| Public sector amount registered: | 0 |
| Cost per household (Total): | R713.00 |
| Cost per household (MIG): | R713.00 |
| Number of households: | 18,996 |

All the conditions as agreed upon by the Municipal Manager in the Project Registration Form must be adhered to as well as all sector conditions.

Yours faithfully

Mr. Mokete Duma
HOD: COOPERATIVE GOVERNMENT AND TRADITIONAL AFFAIRS

Date: 29/6/2018



Department of Cooperative Governance
and Traditional Affairs
FREE STATE PROVINCE

The Municipal Manager
Matjhabeng Local Municipality
PO Box 708
Welkom
9460

| | |
|------------------|--|
| REF/VERW | MIG/FS1151/W/16/17 |
| ENQUIRIES/NAVRAE | BW Scholtz |
| E-Mail | bertus@fscogta.gov.za |
| | 086 543 3208 |
| | 051-407 6774 |

Adv. MF Lephcana

**MUNICIPAL INFRASTRUCTURE GRANT: REGISTRATION OF PROJECT:
MATJHABENG LOCAL MUNICIPALITY: MIG/FS1151/W/16/17:
THABONG: INSTALLATION OF BULK ZONAL WATER METERS AND VALVES
(MIS: 250932)**

The above-mentioned project has been evaluated and registered as follows:

| | |
|----------------------------------|---------------|
| Total project cost: | R7,000,000.00 |
| MIG amount registered: | R5,830,836.00 |
| Public sector amount registered: | R1,169,164.00 |
| Cost per household (Total): | R129.00 |
| Cost per household (MIG): | R107.00 |
| Number of households: | 54,334 |

All the conditions as agreed upon by the Municipal Manager in the Project Registration Form must be adhered to as well as all sector conditions.

Yours faithfully

Mr. Mokete Duma
HOD: COOPERATIVE GOVERNMENT AND TRADITIONAL AFFAIRS

Date: 28/11/2016

MATJHABENG

Municipality
Umasipala
P/ O Box 708
Welkom, 9460
South Africa



Mmasepala
Munisipaliteit

OFFICE OF THE CHIEF FINANCIAL OFFICER

05 NOVEMBER 2018

ATTENTION: MS. MOLLY MOKOENA

Messrs. EVANCENCY'S MARKETING (PTY) LTD
124 JAN HOFMEYER ROAD, DOORN
THABONG
WELKOM
9459

Cell: 083 711 8156

Dear Sir/Madam

LETTER OF APPOINTMENT AS A CONTRACTOR – BID NO: 02/2018C INSTALLATION OF DISTRICT ZONAL METERS AND VALVES IN THE WELKOM AREA: RIEBEECKSTAD, THABONG EAST ZONE 1, 2 AND 3

The above matter refers:

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality on the 01st June 2018 and hereby appoints your company to complete the construction work of the above-mentioned project at a contract amount of R. 2 291 171.00 (Including VAT).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
- 2.1 Given that the Contractor are being developed and do not have experience.
- 2.2 The Bid Evaluation Committee had to set a risk threshold based on the price difference between the engineers estimate and tendered amount, with - 10% and above being unrealistic and 10% and below to be low and acceptable.
- 2.3 Bid Evaluation further recommends that Bid Adjudication considers appointing the Learner Contractor, Evancyency's Marketing, on condition that they first submit all required returnable bid documents.

LETTER OF APPOINTMENT AS A CONTRACTOR – BID NO: 02/2018C INSTALLATION OF DISTRICT ZONAL METERS AND VALVES IN THE RIEBEECKSTAD, THABONG EAST ZONE 1, 2 AND 3

As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:

- 3.1 Acceptance Letter
- 3.2 Insurance of Works
- 3.3 Security (Performance Guarantee/ Surety)
- 3.4 Health and Safety Plan (Specifications will be provided to you)
- 3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you)

4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.

5. Please do not hesitate to contact us should you require further details.

6. We trust that you will find all of the above in order.

Yours faithfully,



MICHAEL MABUZA
MANAGER

MATJHABENG



Municipality
Umasipala
P.O Box 708
Welkom, 9460
South Africa

Minasepata
Munisipaliteit

OFFICE OF THE CHIEF FINANCIAL OFFICER

05 NOVEMBER 2018

ATTENTION: MR DAVID MOTLAKALA

Messrs. PHANDA'S BUSINESS ENTERPRISE
23 UYS STREET
RHEEDERS PARK
WELKOM
9459

Cell: 078 4122 764

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 02/2018A INSTALLATION OF DISTRICT ZONAL METERS AND VALVES IN THE WELKOM AREA: PRESSURE REDUCING VALVE ZONE 2 & 3, CBD CENTRAL ZONE 1

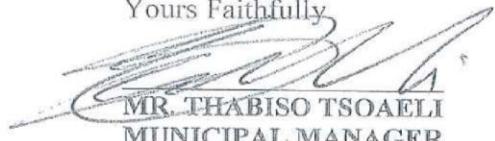
The above matter refers;

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality on the 01st June 2018 and hereby appoints your company to complete the construction work of the above-mentioned project at a contract amount of R 1 288 258.00 (Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
 - 2.1 Given that the Contractor are being developed and do not have experience.
 - 2.2 The Bid Evaluation Committee had to set a risk threshold based on the price difference between the engineers estimate and tendered amount, with -10% and above being unrealistic and 10% and below to be low and acceptable.
 - 2.3 Bid Evaluation further recommends that Bid Adjudication considers appointing the Learner Contractor, Phanda's Business Enterprise, on condition that they first submit all required returnable bid documents.

OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 02/2018A INSTALLATION OF DISTRICT ZONAL METERS AND VALVES IN THE WELKOM AREA: PRESSURE REDUCING VALVE ZONE 2 & 3, CBD CENTRAL ZONE 1

4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully,



MR. THABISO TSOAELI
MUNICIPAL MANAGER

MATJHABENG

Municipality
Umasipala
 P/ O Box 708
 Welkom, 9460
 South Africa



Mmasepala
Munisipaliteit

OFFICE OF THE CHIEF FINANCIAL OFFICER

11 FEBRUARY 2019

ATTENTION: MY LEPHOTO

Messrs. MYBK TRADING PTY LTD
 16458 ZM KHIBE STREET
 THABONG
 WELKOM
 9463

Cell: 063 202 3480

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR – 02/2018D INSTALLATION OF ZONAL METERS, PVR AND BOUNDARY VALVES IN THE RHEDEERPARK AREA AND WELKOM CBD 2.

The above matter refers;

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality, and hereby appoints your company to complete the work of the above-mentioned project at a contract amount of R 999 327.00 (Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter.
 - 3.2 Insurance of Works.
 - 3.3 Security (Performance Guarantee / Surety)
 - 3.4 Health and Safety Plan (Specifications will be provided to you).
 - 3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you).

1

OFFER TO APPOINT AS A CONTRACTOR – 02/2018B INSTALLATION OF ZONAL METERS, PVR AND BOUNDARY VALVES IN THE RHEDEERPARK AREA AND WELKOM CBD 2.

4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully,



MR. THABISO TSOAELI
MUNICIPAL MANAGER

MATJHABENG



**Municipality
Umasipala**
P/ O Box 708
Welkom, 9460
South Africa

**Mmasepala
Munisipaliteit**

OFFICE OF THE CHIEF FINANCIAL OFFICER

11 FEBRUARY 2019

ATTENTION: MIA MBELE

Messrs. ADELL TRADING PTY LTD
3667 TLALI STREET
THABONG
WELKOM
9463

Cell: 078 265 9553

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR – 02/2018B INSTALLATION OF ZONAL METERS, PVR AND BOUNDARY VALVES IN THE RHEDEERPARK AREA AND WELKOM CBD 2.

The above matter refers;

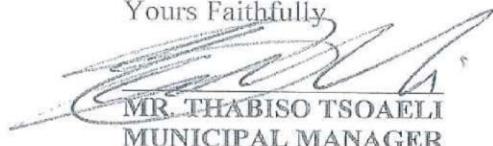
1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality, and hereby appoints your company to complete the work of the above-mentioned project at a contract amount of R 1 286 832.75 (Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter.
 - 3.2 Insurance of Works.
 - 3.3 Security (Performance Guarantee / Surety)
 - 3.4 Health and Safety Plan (Specifications will be provided to you).
 - 3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you).

1

OFFER TO APPOINT AS A CONTRACTOR – 02/2018B INSTALLATION OF ZONAL METERS, PVR AND BOUNDARY VALVES IN THE RHEDEERPARK AREA AND WELKOM CBD 2.

4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully,



MR. THABISO TSOAELI
MUNICIPAL MANAGER



cooperative governance
and traditional affairs
Department of Cooperative Governance
and Traditional Affairs
FREE STATE PROVINCE

The Municipal Manager
Matjhabeng Local Municipality
PO Box 708
Welkom
9460

| | |
|------------------|--|
| REF/VERW | MIG/FS1206/C/17/19 |
| ENQUIRIES/NAVRAE | BW Scholtz |
| E-Mail | bertus@fscogta.gov.za |
| | 086 543 3208 |
| | 051-407 6774 |

Mr. TE Tsoaeli

**MUNICIPAL INFRASTRUCTURE GRANT: REGISTRATION OF PROJECT:
MATJHABENG LOCAL MUNICIPALITY: MIG/FS1206/C/17/19:
MMAMAHABANE (VENTERSBURG): DEVELOPMENT OF A NEW CEMETERY
(MIS: 271311)**

The above-mentioned project has been evaluated and registered as follows:

| | |
|----------------------------------|----------------|
| Total project cost: | R29,970,388.78 |
| MIG amount registered: | R29,970,388.78 |
| Public sector amount registered: | 0 |
| Cost per household (Total): | R8,877.00 |
| Cost per household (MIG): | R8,877.00 |
| Number of households: | 3,376 |

All the conditions as agreed upon by the Municipal Manager in the Project Registration Form must be adhered to as well as all sector conditions.

Yours faithfully

Mr. Mokete Duma
HOD: COOPERATIVE GOVERNMENT AND TRADITIONAL AFFAIRS

Date: 29/9/2017

MATJHABENG

**Municipality
Umasipala**
P/ O Box 708
Welkom, 9460
South Africa



**Mmasepala
Munisipaliteit**

OFFICE OF THE MUNICIPAL MANAGER

20 MARCH 2019

ATTENTION: Ms. MOIPONE SELELE

Messrs. OARABILE PLANT HIRE & CIVILS
17 NESER STR.
DAGBREEK
WELKOM
9459

Tel: (057) 355 1210

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR -BID NO: 05/2018 CONSTRUCTION OF MMAMAHABANE CEMETERY PROJECT WITHIN MATJHABENG LOCAL MUNICIPALITY.

The above matter refers;

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality, and hereby appoints your company to complete the work of the above-mentioned project at a contract amount of **R30 616 272.98 (Including Vat)**.
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter.
 - 3.2 Insurance of Works.
 - 3.3 Security (Performance Guarantee / Surety)
 - 3.4 Health and Safety Plan (Specifications will be provided to you).
 - 3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will

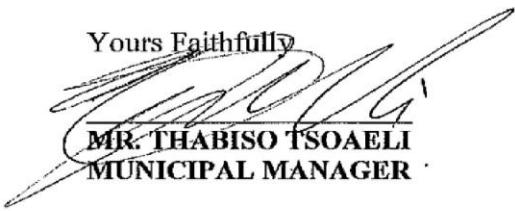
OFFER OF APPOINTMENT AS A CONTRACTOR -BID NO: 05/2018 CONSTRUCTION OF MMAMAHABANE CEMETERY PROJECT WITHIN MATJHABENG LOCAL MUNICIPALITY. (OARABILE PLANT HIRE & CIVILS)

1

Be provided to you).

4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully



**MR. THABISO TSOAELI
MUNICIPAL MANAGER**

MATJHABENG

**Municipality
Umasipala**
P/ O Box 708
Welkom, 9460
South Africa



**Mmasepala
Munisipaliteit**

OFFICE OF THE CHIEF FINANCIAL OFFICER

18 OCTOBER 2018

ATTENTION: MR. THABO MASAKALA

Messrs. KALOSI TRADING & PROJECTS
2734 JAMES NGAKES STREET
THABONG
WELKOM
9459

Cell: 073 934 3206

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 04/2018A THABONG X20 (HANI PARK): EXTENSION OF WATER NETWORK, HOUSE CONNECTIONS AND METERS (180 STANDS) – CONTRACT A.

(The above matter refers;

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality on the 01st June 2018 and hereby appoints your company to complete the construction work of the above-mentioned project at a contract amount of R 1 938 485.77(Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter
 - 3.2 Insurance of Works
 - 3.3 Security (Performance Guarantee/ Surety)
 - 3.4 Health and Safety Plan (Specifications will be provided to you)

1

OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 04/2018A THABONG X20 (HANI PARK): EXTENSION OF WATER NETWORK, HOUSE CONNECTIONS AND METERS (180 STANDS) – CONTRACT A.

3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you)

4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully



MR THABISO TSOAELI
MUNICIPAL MANAGER

MATJHABENG

Municipality
Umasipala
P/ O Box 708
Welkom, 9460
South Africa



Mmasepala
Munisipaliteit

OFFICE OF THE CHIEF FINANCIAL OFFICER

18 OCTOBER 2018

ATTENTION: MR. N.E CHARLIE

Messrs. LUSAKHO TRADING (PTY) LTD
6 & 13TH STREET
VOORSPOED OOS
WELKOM
9459

Cell: 061 414 8511

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 04/2018B THABONG X20 (HANI PARK): EXTENSION OF WATER NETWORK, HOUSE CONNECTIONS AND METERS (180 STANDS) – CONTRACT B.

The above matter refers;

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality on the 01st June 2018 and hereby appoints your company to complete the construction work of the above-mentioned project at a contract amount of R 1 902 992.50 (Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter
 - 3.2 Insurance of Works
 - 3.3 Security (Performance Guarantee/ Surety)
 - 3.4 Health and Safety Plan (Specifications will be provided to you)

3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you)

4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully



MR THABISO TSOAELI
MUNICIPAL MANAGER



Department of Cooperative Governance
and Traditional Affairs
FREE STATE PROVINCE

The Municipal Manager
Matjhabeng Local Municipality
PO Box 708
Welkom
9460

| | |
|-------------------------|---|
| REF/VERW | MIG/FS1243/W/18/19 |
| ENQUIRIES/NAVRAE | BW Scholtz |
| E-Mail | berlus@fscogta.gov.za |
| | 086 543 3208 |
| | 031-407 6774 |

Mr. TE Tsoaeli

**MUNICIPAL INFRASTRUCTURE GRANT: REGISTRATION OF PROJECT:
MATJHABENG LOCAL MUNICIPALITY: MIG/FS1243/W/18/19:
THABONG EXTENSION 20 (HANI PARK): EXTENSION OF WATER NETWORK,
HOUSE CONNECTIONS AND METERS FOR 180 STANDS (MIS: 283562)**

The above-mentioned project has been evaluated and registered as follows:

| | |
|----------------------------------|----------------|
| Total project cost: | R2,599,855.74. |
| MIG amount registered: | R2,599,855.74 |
| Public sector amount registered: | 0 |
| Cost per household (Total): | R14,444.00 |
| Cost per household (MIG): | R14,444.00 |
| Number of households: | 180 |

All the conditions as agreed upon by the Municipal Manager in the Project Registration Form must be adhered to as well as all-sector conditions.

Yours faithfully

Mr. Mokete Duma
HOD: COOPERATIVE GOVERNMENT AND TRADITIONAL AFFAIRS

Date: 27/2/2018

MATJHABENG

Municipality
Umasipala
P O Box 708
Welkom, 9460
South Africa



Mmasepala
Munisipaliteit

OFFICE OF THE CHIEF FINANCIAL OFFICER

05 NOVEMBER 2018

ATTENTION: MR. THSETSO MOHOKARE

Messrs. TCM MOHOKARE TRADING
6 SIESBA AVENUE
NAUDE VILLE
WELKOM
9459

Cell: 073 205 4734
Fax : 086 245 2722

Dear Sir/Madam

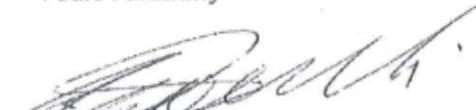
OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 03/2018D ALLANRIDGE / NYAKALLONG REPLACEMENT OF OLD GALVANISED STEEL PIPES. CONTRACT D

The above matter refers:

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality on the 01st June 2018 and hereby appoints your company to complete the construction work of the above-mentioned project at a contract amount of R 1 450 000.00 (Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
 - 2.1 Given that the Contractor are being developed and do not have experience.
 - 2.2 The Bid Evaluation Committee had to set a risk threshold based on the price difference between the engineers estimate and tendered amount, with - 10% and above being unrealistic and 10% and below to be low and acceptable.
 - 2.3 Bid Evaluation further recommends that Bid Adjudication considers appointing the Learner Contractor, **TCM Mohokare Trading**, on condition that they first submit all required returnable bid documents.

3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter
 - 3.2 Insurance of Works
 - 3.3 Security (Performance Guarantee/ Surety)
 - 3.4 Health and Safety Plan (Specifications will be provided to you)
 - 3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you)
4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully



MR THABISO TSOAELI
MUNICIPAL MANAGER

MATJHABENG

Municipality
Umasipala
P/ O Box 708
Welkom, 9460
South Africa



Mmasepala
Municipaliteit

OFFICE OF THE CHIEF FINANCIAL OFFICER

05 NOVEMBER 2018

ATTENTION: Ms. MALUKA SYLVIA RAMOSEDI

Messrs. BOMAREMOSO TRADING & PROJECTS
07 BEATRICE AVENUE
ODENDAALSRSUS
9450

Cell: 084 977 1174

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 03/2018B ALLANRIDGE / NYAKALLONG REPLACEMENT OF OLD GALVANISED STEEL PIPES.

The above matter refers;

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality on the 01st June 2018 and hereby appoints your company to complete the construction work of the above-mentioned project at a contract amount of R 1 370 255.41 (Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
 - 2.1 Given that the Contractor are being developed and do not have experience.
 - 2.2 The Bid Evaluation Committee had to set a risk threshold based on the price difference between the engineers estimate and tendered amount, with - 10% and above being unrealistic and 10% and below to be low and acceptable.
 - 2.3 Bid Evaluation further recommends that Bid Adjudication considers appointing the Learner Contractor, **Bomaremoso Trading & Projects**, on condition that they first submit all required returnable bid documents.

3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter
 - 3.2 Insurance of Works
 - 3.3 Security (Performance Guarantee/ Surety)
 - 3.4 Health and Safety Plan (Specifications will be provided to you)
 - 3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you)
4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully



MR THABISO TSOAELI
MUNICIPAL MANAGER

MATJHABENG

**Municipality
Umasipala**
P/ O Box 708
Welkom, 9460
South Africa



**Mmasepala
Munisipaliteit**

OFFICE OF THE CHIEF FINANCIAL OFFICER

05 NOVEMBER 2018

ATTENTION: Ms. NTHABISENG MOKHOTHU

Messrs. DZOTHE TRADING 16
1515 K4
KUTLWANONG
ODENDAALSRSUS
9450

Cell: 063 2780 684
Fax : 086 585 8864

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 03/2018C ALLANRIDGE / NYAKALLONG REPLACEMENT OF OLD GALVANISED STEEL PIPES. CONTRACT C

The above matter refers;

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality on the **01st June 2018** and hereby appoints your company to complete the construction work of the above-mentioned project at a contract amount of **R 1 593 369.37**(Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
 - 2.1 Given that the Contractor are being developed and do not have experience.
 - 2.2 The Bid Evaluation Committee had to set a risk threshold based on the price difference between the engineers estimate and tendered amount, with - 10% and above being unrealistic and 10% and below to be low and acceptable.
 - 2.3 Bid Evaluation further recommends that Bid Adjudication considers appointing the Learner Contractor, **Dzothe Trading 16**, on condition that they first submit all required returnable bid documents.

3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter
 - 3.2 Insurance of Works
 - 3.3 Security (Performance Guarantee/ Surety)
 - 3.4 Health and Safety Plan (Specifications will be provided to you)
 - 3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you)
4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully



MR THABISO TSOAELI
MUNICIPAL MANAGER

MATJHABENG

Municipality
Umasipala
P/ O Box 708
Welkom, 9460
South Africa



Mmasepala
Munisipaliteit

OFFICE OF THE CHIEF FINANCIAL OFFICER

05 NOVEMBER 2018

ATTENTION: MR. SECHABA MOHAPI

Messrs. TKM DESTINY PROJECTS (PTY) LTD
80 LEAR STREET
BEDELIA
WELKOM
9466

Cell: 071 143 9557

Dear Sir/Madam

OFFER OF APPOINTMENT AS A CONTRACTOR – BID NO: 03/2018A ALLANRIDGE / NYAKALLONG REPLACEMENT OF OLD GALVANISED STEEL PIPES. – CONTRACT A

The above matter refers;

1. The Municipal Manager, in terms of the delegated powers accepts your bid as submitted to the Municipality on the 01st June 2018 and hereby appoints your company to complete the construction work of the above-mentioned project at a contract amount of R 1 022 119.37 (Including Vat).
2. The Project Management Unit of the Municipality will be in contact with you to arrange for a site handover meeting.
 - 2.1 Given that the Contractor are being developed and do not have experience.
 - 2.2 The Bid Evaluation Committee had to set a risk threshold based on the price difference between the engineers estimate and tendered amount, with - 10% and above being unrealistic and 10% and below to be low and acceptable.
 - 2.3 Bid Evaluation further recommends that Bid Adjudication considers appointing the Learner Contractor, **TKM Destiny Projects**, on condition that they first submit all required returnable bid documents.

3. As per the General Conditions of Contract for Construction Works 2015 3rd Edition, you are required to have the following in order fourteen (14) days before commencement of work:
 - 3.1 Acceptance Letter
 - 3.2 Insurance of Works
 - 3.3 Security (Performance Guarantee/ Surety)
 - 3.4 Health and Safety Plan (Specifications will be provided to you)
 - 3.5 Programme of Works and Cash Flow Projections (A signed copy of the Tender Document will be provided to you)
4. You will further be required to sign a Service Level Agreement that will be provided to you, and the original signed document must be returned to us before commencement of the works.
5. Please do not hesitate to contact us should you require further details.
6. We trust that you will find all of the above in order.

Yours Faithfully



MR THABISO TSOAELI
MUNICIPAL MANAGER



COOPERATIVE GOVERNANCE
AND TRADITIONAL AFFAIRS
Department of Cooperative Governance
and Traditional Affairs
FREE STATE PROVINCE

The Municipal Manager
Matjhabeng Local Municipality
PO Box 708
Welkom
9460

REF/VERW MIG/FS1241/W/18/18

ENQUIRIES/NAVRAE BW Scholtz

E-Mail bertus@fscogta.gov.za

086 543 3208

051-407 6774

Mr. TE Tsoaeli

**MUNICIPAL INFRASTRUCTURE GRANT: REGISTRATION OF PROJECT:
MATJHABENG LOCAL MUNICIPALITY: MIG/FS1241/W/18/18:
ALLANRIDGE/NYAKALLONG: REPLACEMENT OF OLD GALVANIZED WATER
PIPES WITH UPVC PIPES (MIS: 278172)**

The above-mentioned project has been evaluated and registered as follows:

| | |
|----------------------------------|---------------|
| Total project cost: | R6,682,316.78 |
| MIG amount registered: | R6,682,316.78 |
| Public sector amount registered: | 0 |
| Cost per household (Total): | R1,315.00 |
| Cost per household (MIG): | R1,315.00 |
| Number of households: | 5,081 |

All the conditions as agreed upon by the Municipal Manager in the Project Registration Form must be adhered to as well as all sector conditions.

Yours faithfully

Mr. Mokete Duma
HOD: COOPERATIVE GOVERNMENT AND TRADITIONAL AFFAIRS

Date: 21/2/2018



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



Forum Building, 159 Struben Street, Pretoria, 0001, Private Bag X193, Pretoria, 0001 Tel: (012) 309 3000

Mr. Willie Mathebula
Chief Procurement Officer
National Treasury
Private Bag X115
Pretoria
0001

Dear Mr. Mathebula,

DELAYS IN THE AWARD OF CONTRACT RT57/2019 PROCUREMENT OF VEHICLES

The members of the Coordinating Committee of Government Motor Transport (CCGMT) are formally raising concerns with the delays in finalizing the award of contract RT57/ 2019 for the procurement of vehicles.

The following concerns are raised:

1. Departments are unable to utilize their allocated budgets for the procurement of vehicles.
2. Quarterly targets as per the APP's cannot be met.
3. Trading entities, which are revenue generating are unable to trade.
4. Service delivery is impacted as ambulances, mortuary vans and vehicles utilized for other essential services cannot be procured.
5. Vehicles cannot be purchased in line with the new guide for Members of the Executive. Some vehicles require replacement due to their economic lifespan having lapsed.
6. Negatively impacting other transversal term contracts such as the RT68 Finance contract, the RT62 Maintenance contract and RT58 Insurance contract for Subsidized Vehicles.

Based on the risks identified above, the committee recommended the following:

1. That the current list uploaded on the National Treasury website be removed as it contains errors and is misleading departments into thinking that the contract has been awarded.
2. That the vehicle prices be verified against the bid submissions and with the suppliers prior to the publication of the final list.

3. That the price adjustments as contained in the Special Conditions of tender be made as we are already in the second trimester.

DELAYS IN THE AWARD OF CONTRACT RT57/2019 PROCUREMENT OF VEHICLES

4. That the list be sorted per item number and ranked according to the award of the contract.
5. That the document be made available in excel format to assist user departments in uploading the list onto various systems.

It is recommended that the letters of award only be issued once the above processes are completed and that the standard contract circular be issued and published on the website at the same time as the vehicle list.

The committee humbly requests that formal communication be distributed to end user departments to update them on the status of the award of the contract.

Kind regards,



Mr. Mlungisi Maphanga
Director: Government Fleet
Date: 18/08/2019



Department of
Police, Roads and Transport
FREE STATE PROVINCE

To : **Municipal Manager
Matjhabeng Local Municipality**

**TRANSFER OF TWO (2) VEHICLES FROM FLEET MANAGEMENT TO
MATJHABENG LOCAL MUNICIPALITY**

Approval has been granted by the Provincial Treasury to transfer the below vehicles to your municipality for service delivery interventions.

| GG Number | Other number | ModelID |
|-----------|--------------|---|
| GBF684FS | | Nissan Hard Body NP300 2.0i LWB(K09/K38) P/U S/C |
| GBF844 FS | | Volkswagen Polo Vivo 1.6 S/D 4d |

The Municipality will be liable for the maintenance, repairs and fuel once the transfer has been done. The debt incurred by the municipality will remain as is. The municipality will have to make payment arrangements with Fleet to settle the outstanding debt .The Municipality must also note that no lease commitment and purchasing of vehicle will take place subsequent to the transfer.

In view of the above-mentioned, you are kindly requested to formally accept the transfer of the above-mentioned assets.

Best Regards,

Mr. S Mtakati
HoD: Police, Roads & Transport

Date: 09/05/2019

