

NOTES TO THE ECONOMIC ENTITY'S FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2009

36.4 Supply Chain Management Policy

SCHEDULE FOR RECORDING DEVIATION FROM NORMAL PROCUREMENT PROCESS FOR SUBMISSION TO COUNCIL AS REQUIRED IN TERMS OF REGULATION 36 OF THE SUPPLY CHAIN MANAGEMENT POLICY

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
1.	Appointment of AOC Geomatics (Pty) Ltd to provide the NMBM with a current and spatially accurate Pictometry Image Library	R2 354 050, exclusive of VAT	AOC Geomatics (Pty) Ltd	12 June 2008	As AOC Geomatics (Pty) Ltd was the sole service provider of Pictometry in South Africa, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(ii) of the Municipal Supply Chain Management Policy, and authority was granted to Corporate GIS in the office of the Chief Operating Officer to procure the services of AOC Geomatics (Pty) Ltd to provide the NMBM with a spatially accurate and current Image Library.
2.	Emergency repairs to Walmer Substation	R210 000	Various – Item description: Clamps, Compression Dead Ends, Rocker Isolators, Insulators, Kiosks, Contingency.	30 May 2008	The invitation for tenders was dispensed with in terms of paragraph 36(1)(a)(i) and (v) of the Municipal Supply Chain Management Policy to authorise the acquisition of goods for emergency repairs to the Walmer Substation which was extensively damaged on 18 April 2008 when a transformer exploded causing severe damage to the transformer and the building, and rendering the affected area without electricity for one week.
3.	Appointment of Juta and Company Limited to provide the NMBM with Legal Publications	R182 434,85, inclusive of VAT	Juta and Company Limited	11 June 2008	The invitation for tenders was dispensed with in terms of paragraph 36(1)(a)(ii) of the Supply Chain Management Policy and authority was granted to the Director : Legal Services to procure the services of Juta and Company Limited to provide the NMBM with legal referencing publications, it being the sole provider of the publications and titles required.

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4.	Appointment of Combined Systems Group (Pty) Ltd : Contract 2216	R7,98 per asset, inclusive of VAT	Combined Systems Group (Pty) Ltd	23 June 2008	As Combined Systems Group (Pty) Ltd was the sole supplier of the Bar Coded Asset Audit System (BAUD) And Psion Hand Held scanner used to perform an annual stock take of movable assets owned by the Municipality, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(ii) of the Supply Chain Management Policy.
5.	Increase in number of vehicles purchased through normal tendering procedures			21 May 2008	With the conclusion of most of the tender processes pertaining to Safety and Security Capital Budget Projects it became clear that it was not possible to proceed with one of the projects within the confines of the 2007/08 financial year (Centralised Armoury). In order to ensure that the Directorate meets its objectives it was considered prudent to re-allocate funds by bringing a project planned for 2008/09, which could be finalised with minimum delay forward to this year and by postponing the problematic project scheduled for 2007/08. The process of requesting authority to proceed with this project in terms of a deviation of tender procedures, which had been refused, resulted in inadequate time left over for the preparation of specifications, tender process and installation/commissioning. It was therefore clear that the funds would not be spent during 2007/08. In order to ensure that the funds were utilised it was proposed that the procurement of some vehicles planned for the 2008/09 financial year be finalised this year and that the planned funds for the vehicles in the 2008/09 Capital Budget be reserved to finalise the

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					Centralised Armoury project. The procurement of an additional 5 sedan vehicles could proceed without further delays as currently a tender for 27 vehicles was in an advanced stage of evaluation by the Infrastructure and Engineering Directorate. Authority was therefore granted that the number of sedan vehicles currently being obtained through normal tender procedures be increased by 5 from 27 to 32 vehicles in terms of Section 36(1)(a)(v) of the Supply Chain Management Policy.
6.	Extension/renewal of the Lease Agreement of the Caledon Street Offices with Ju-Thy Eiendomme Trust	R511 000 for the 2008/09 Financial Year R541 000 for the 2009/10 Financial Year	Ju-Thy Eiendomme Trust	23 June 2008	As there was currently no alternative suitable accommodation available, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Supply Chain Management Policy.
7.	Reinstallation of ID Card Machine Digi-Badge Programme	R16 026,40, inclusive of VAT	Doculam Identification, Security and Safety Solutions	21 May 2008	The invitation for tenders was dispensed with in terms of Section 36(1)(a)(i) and (v) of the Supply Chain Management Policy and Doculam Identification, Security and Safety Solutions, the original suppliers of the Digi-Badge Programme was appointed to reinstall the programme for the purposes of the issuing of identification badges as a matter of urgency on a new PC at Brister House, as the old PC that used to run this programme, was no longer functional.
8.	Relocation of Community families from informal housing settlements to Chatty 3 and 4	R56 658,00, exclusive of VAT	IT Cleaning Services	21 May 2008	Contract 2161 for the relocation of community families from informal housing settlements was approved by the Adjudication Committee on 7 December 2006. The tender submitted by IT Cleaning Services was approved for the relocation of beneficiaries from informal housing

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					<p>to Chatty 3 and 4. Their tender however should not have been approved, as it was not in terms of the specifications reflected. Their price which was adjudicated per hour was reflected in their tender document in the column under the rate per kilometre, and two quotes were quoted, which are R180,00, which was intended to be a per hour rate, which thus was reflected on the wrong page. There were two pages in the tender documents being per hour and per kilometre rate and the other rate reflected by this supplier was R6, 50 per kilometre rate. In the absence of sufficient information this company's tender was approved at a rate of R6,50 per hour, being the lowest rate between R180,00 and R6,50, being reflected on the same page of the tender document, per Council's policy. This trucking company was issued with a letter of award based on their tender document subject to all the terms and conditions embodied therein for the supply of, Item no 5, for the period ending 30 June 2007. This Company entered into an Agreement with NMBM to relocate the 115 beneficiaries and therefore delivered the service. Council is therefore legally bound to pay this company for their services rendered. This matter was discussed with the legal services of Council and a proposal to solve this matter and pay this company was agreed to. Hence, authority was granted to deviate from normal procurement procedures in terms of Section 36(1)(b) of the Municipal</p>

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					Supply Chain Management Policy to ratify any breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.
9.	Expenditure for SABC Morning Live Broadcast – Refund of catering costs to Mr M Skade	R530,40	Waterfront Spar	30 May 2008	Authority was granted to deviate from normal tender procedures in terms of paragraph 36(1)(a)(v) of the Municipal Supply Chain Management Policy to purchase refreshments from Waterfront Spar for the crew, staff and participants who were on site from 04:00 for the Morning Live official broadcast at Nelson Mandela Bay Stadium on 24 February 2008, as no municipal caterer was will to provide refreshments so early in the morning.
10.	Payment of Zinfundise Training and Consulting, Team Building Workshop of Housing and Land Directorate	R28 500,00, inclusive of VAT	Zinfundise Training and Consulting	27 June 2008	As the proper procurement process was not followed, the requirements of paragraph 17 of the Municipal Supply Chain Management Policy be departed from in terms of paragraph 36(1)(a)(v) of the policy and authority was granted to the Executive Director: Housing and Land to pay the amount of R28 500, 00, inclusive of VAT to Zinfundise Training and Consulting for services rendered at the Housing and Land's Team Building Workshop held from 8 – 10 June 2008 at Bushman Sands.
11.	Extension of existing contract with Zama Marketing (Alias Valitrade 63 (Pty) Limited Pole Ads) : street light standard (lamp pole) advertising		Valitrade 63 (Pty) Limited	23 June 2008	As the existing contract between the erstwhile Port Elizabeth Municipality and Valitrade 63 (Pty) Limited for the provision and administration of advertising on street light standards (Lamp poles) in the municipal area expired on 31 August 2008, the invitation for tenders was dispensed

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					with in terms of Section 36(1)(a)(v) of the Supply Chain Management Policy and the existing contract with Valitrade 63 (Pty) Limited was extended on a month to month basis until the contract could be re-awarded in terms of the due processes of the SCMP on the understanding that such extension would not exceed a period of 12 months from 1 September 2008.
12.	Payment to Life and Analytical Sciences for maintenance of the inductively coupled Plasma Optical Emission Spectrometer (ICP-OES) in the Scientific Services Division of the Infrastructure and Engineering Directorate	R101 276,00, inclusive of VAT	Life and Analytical Sciences (Perkin Elmer)	27 June 2008	Authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) given the urgent nature of the repairs required, to acquire the services of the original supplier of the equipment.
13.	Executive Municipal Development Program by the University of Pretoria	R127 000	University of Pretoria	11 June 2008	Authority was granted to deviate from normal tender procedures in terms of paragraph 36(1)(a)(v) of the Municipal Supply Chain Management Policy to procure the services of the University of Pretoria to present an Executive Municipal Leadership Programme to a group of 17 Councillors during the period 10 June 2008 to 25 November 2008, as it was ascertained by the Office of the Speaker that a similar program was not available at institutions of higher learning in the Nelson Mandela Bay area and the University of Pretoria's program was selected in consultation with SALGA.
14.	Training of Councillors : Diploma in Local Government Law and Administration	R107 000	University of Fort Hare	3 July 2008	Authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) to authorise Councillors M Gomomo, Z Skosana, A Gqalane, B Prinsloo, F Mbane, E Mgwanza, J Tutu and Z

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					Qupe to enrol for the Diploma in Local Government Law and Administration at the University of Fort Hare, the preferred service provider of SALGA who was making a 50% contribution towards the costs of the training course.
15.	Authority for payment to contractors where current contractors were cancelled in terms of the "impossibility to perform" clause of the JBCC Agreement and where the same contractors have been appointed to complete outstanding work in terms of a new JBCC Agreement	In alignment with the rates offered to all contractors being appointed on Blocked Projects	<u>Schedule A</u> Peni Builders Tsepiso Construction Inkciyo Developers Masakhane Makhozikazi Pro Arc Projects <u>Schedule B</u> Peni Builders K & L Construction N Magula & Ass SS Construction Madlavu Civil & Building Construction Abafazi Management Trust Amafu Construction	4 July 2008	Authority was granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof for the specific purpose of appointing the contractors listed in the schedules A and B for the purpose of completing the Matthew Goniwe, Izinyoka and Joe Slovo projects respectively, without the need for formal tenders.
16.	Repair and Calibration of Opsis Air Pollution Monitoring Station	R159 916,00, inclusive of VAT	C & M Consulting Engineers	8 July 2008	As C & M Consulting Engineers was the sole providers of the Opsis equipment in South Africa and therefore the only company able to perform the required service, repairs and calibration, the invitation for tenders was dispensed with in terms of paragraph 36(1)(a)(ii) of the Municipal Supply Chain Management Policy and C & M Consulting Engineers was appointed to conduct the repairs and calibration of the Opsis Air Pollution Monitoring Station for a period of one year.
17.	Acquisition of Traffic Modelling Software	R22 509,00	Akcelik & Associations (Pty) Ltd	8 July 2008	As Akcelik & Associates was the world wide sole provider of the latest version of SIDRA Solutions and therefore the only company that could provide the software, the invitation for tenders was dispensed

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					with in terms of paragraph 36(1)(a)(ii) of the Municipal Supply Chain Management Policy and authority was granted to obtain the SIDRA Solution Software Package from the Australian Supplier, i.e. Akcelik and Associates (Pty) Ltd.
18.	Repairs of fencing and Woolfson Stadium	R37 141,20, inclusive of VAT	Hyman Masterfence	15 July 2008	In order to comply with the request of the Premier Soccer League to render the Woolfson Stadium compliant with its requirements for the playoff game between Bay United and Black Leopards on 2 July 2008, and the resultant limited time available, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to engage the services of Hyman Masterfence to repair the fence.
19.	Renovations at Eric Tindale Building	R22 800	Luphulo Construction and Civil	15 July 2008	Authority was granted to deviate from the provisions of paragraph 36(1)(a)(v) of the Municipal Supply Chain Management Policy to allow the present contractor, Luphulo Construction and Civil, who was appointed to undertake the renovations to the ablution block at the ground floor of Eric Tindale Building, to do additional tiling.
20.	Transfer of Cable Fault Finding Equipment from Fleet No 8418 to Fleet No 1376	R76 972,80, inclusive of VAT	Verotest (Pty) Ltd	4 August 2008	As Verotest (Pty) Ltd was the sole supplier of the specialised Seba KMT cable fault finding equipment, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(ii) of the Municipal Supply Chain Management Policy and Verotest (Pty) Ltd was appointed to disassemble the complete Seba KMT cable fault finding component system and remove all components from Fleet No 8418 and reinstall the same system, with several modifi-

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21.	Procurement of services of local and national artists for Nelson Mandela's 90 th Birthday Celebrations on 25 July 2008	R80 000, inclusive of VAT	Various artists	22 July 2008	<p>cations, in Fleet No 1376</p> <p>Given that artistic talent is not a commodity which can be comparatively measured, the experience gained by the selected group of local performing artists over the past years to showcase the vibrancy of Mandela Bay at municipal events, the availability of a national artist at short notice and due to time constraints to organise the event, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to engage the services of a national artist, Ms Phinda Mtya (including flight and accommodation costs for four persons) in the approximate amount of R49 000 and local artists in the approximate amount of R31 000 to perform at the NMBM's celebrations of Nelson Mandela's birthday at the Missionvale Campus of NMMU on 25 July 2008.</p>
22.	Change of venue and hiring of an alternative venue for EU Programme Steering Committee meeting at short notice	R11 800, inclusive of VAT	Lavender Barn, Bushy Park (Mr Henning Borch Hansen, the EU Technical and Operations Co-ordinator based at the NMBM paid for costs out of his own pocket and approval was granted that he be reimbursed)	28 July 2008	Due to the threat by the so-called "Motherwell Stakeholders" to disrupt the planned E U Program Steering Committee meeting at the Pine Lodge, which venue was procured in terms of the provisions of the Municipal Supply Chain Management Policy, authority was granted to deviate from the provisions of that policy in terms of paragraph 36(1)(a)(i) thereof to change the venue of the meeting to the Lavender Barn, Bushy Park, the only venue available at short notice that suited the requirements of the meeting.
23.	Venue for meeting of Speakers of Municipalities in the Eastern Cape Province –	Venue hire – R1 600 Staffing – R4 480	Nzuluwazi Hall at Coega Village	22 July 2008	Due to the unavailability of other suitable venues from accredited

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	21 to 23 July 2008	Catering – R26 880 Set up and equipment – R8 260 Screen for presentations- R1 000 Draping – R5 000			service providers, the use of the Nzuluwazi Hall at Coega Village as venue for the meeting of Speakers of Eastern Cape Municipalities to be held from 21 to 23 July 2008 be approved with the provision of paragraph 17 of the Municipal Supply Chain Management be departed from in terms of paragraph 36(1)(a)(v) thereof for venue hire, staffing, catering, set up and equipment, screen for presentations and draping which services are included in the agreement of the event organisers for the venue.
24.	Purchase of furniture for office of the Municipal Manager and Deputy Executive Mayor	Municipal Manager Manufacture of furniture – bookshelf – R11 500 Wall unit- R13 523 1 Compucure Range Rectangular desk – R2 697 1 Buzz range Mid Back Operators Chair – R1 229 3 x carpet protectors – R1 142 Dep Executive Mayor 2 x Canterbury visitor's chair- R8 350 1 x Canterbury High Back Chair – R4 979	Sorted System Solutions cc Sorted System Solutions cc Cecil Nurse Cecil Nurse Cecil Nurse Cecil Nurse	27 June 2008	The Municipal Manager and Deputy Executive Mayor have appointed additional staff members who required office furniture. Therefore, due to the availability of unspent funds on the capital budget of the 07/08 financial year on Project ID 2008JCSX00564 a portion of the available funding is being utilised for the purchase and manufacture of office furniture for the above offices. Quotes were obtained from suppliers on the database of the municipality and in all instances the procurement process was followed in that the supplier who supplied the cheapest quote was selected except in respect of the bookshelf in the Municipal Manager's Office that are being enclosed with doors that are being specially made up by a carpenter who specialises in working with Imbuia wood (to match the bookshelf and furniture in the Municipal Manager's Office). Only two of the suppliers contacted were prepared to quote for this

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		(All excl VAT)	Cecil Nurse		specialised job, i.e. Sorted and Paddy May. Cecil Nurse Furniture declined to quote as they do not undertake this type of specialised carpentry work. Thus, the requirements of paragraph 18(c) of the Municipal Supply Chain Management Policy was departed from in terms of paragraph 36(1)(a)(v) of the policy and authority was granted to engage the services of the suppliers detailed in the previous column.
25.	Service level agreement with Internet Solutions for the End-to End Mobile Solution	R8 500, excl VAT per month for the period ending 30 November 2009 – Total Value of contract - R164 730, inclusive of VAT	Internet Solutions	4 August 2008	As Internet Solutions was the developer of the software and also the provider of the hardware platform and therefore the sole supplier of the equipment, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(ii) of the Supply Chain Management Policy and that a Service Level Agreement be entered into with Internet Solutions to maintain and service the software and data of the end-to-end mobile solution.
26.	Appointment of Gobodo Forensic and Investigative Accounting (Pty) Limited (GFIA) to conduct a forensic investigation	R499 548,00, exclusive of VAT and disbursements	Gobodo Forensic Investigative Accounting (Pty) Limited	25 August 2008	Due to the nature of the investigation, authority was granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to appoint Gobodo Forensic Investigative Accountil (Pty) Limited (GFIA) to conduct a forensic investigation at a cost of R499 548,00, exclusive of VAT and disbursements.
27.	Roads, stormwater and transportation Sub-directorate		Various	28 August 2008	The tenders were originally awarded for a period not exceeding three years. The critical shortage of technical staff in the Infrastructure and Engineering Directorate has delayed the finalization of tender

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					documentation where existing specifications and documentation need to be amended. In order to alleviate the problem various consulting engineers have been commissioned to assist with the updating of certain tenders in accordance with legislative requirements and roads and storm water specifications. The amended tenders will be presented to the Specification Committee as soon as the specifications have been finalized. The process should not take longer than four months to finalise in the entirety. The invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy and the previously approved tri-annual services tenders, which expired on 30 June 2008, was appointed for the period ending 31 December 2008, while fresh tenders were being invited.
28.	Replacement of eleven Nu-lec N27-150 Autoreclosers : Walmer Substation	R1 037 685, inclusive of VAT	ESKOM	11 August 2008	As the Walmer substation had to be urgently rebuilt in the shortest possible time the necessary equipment was obtained from ESKOM on the understanding that it would be replaced, and the Supply Chain Management Policy was deviated from in terms of paragraph 36(1)(a)(i) and Eskom be paid the amount of R1 037 685, 00, inclusive of VAT, being the cost of the replacement of the eleven Nu-Lec reclosure units.
29.	Appointment of PriceWaterhouseCoopers to assist Creditors Section, Budget and Treasury Directorate	R6 897 000, inclusive of VAT and excluding disbursements	PriceWaterhouseCoopers	1 September 2008	In order to meet the challenges of the Creditors Section in the Budget and Treasury Directorate to fulfil its obligations in respect of the payment of suppliers, the

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					<p>appointment of a service provider was urgently required. A number of consultants with the necessary experience were invited to submit proposals. Only PriceWaterhouse-Coopers was able to commit the time and human resources to the project and offered a discount on recommended fees for the profession. Accordingly, being satisfied that the costs were competitive and having regard to the urgency of providing operational support, authority was granted to depart from the provisions of paragraph 36(1)(a)(v) of the Municipal Supply Chain Management Policy to appoint PriceWaterhouseCoopers to assist with the Creditors' Section business process assessment, backlog eradication and the assessment of structure to support the Creditors Business Process at a contract value of R6 897 000, inclusive of VAT, and excluding disbursements.</p>
30.	Repair to DC lift, motor and generator at Brister House	R303 713	Schindler Lifts	15 August 2008	<p>The faulty DC lift, motor and generator at Brister House are in need of repair and as explained in the report by the Executive Director: Corporate Services, they type of repairs to be undertaken falls outside those stipulated in the current service contract. The costs of the repairs involved necessitate that a procurement process be followed for the appointment of a registered service provider to undertake the repairs. However, due to the high work cycle of the lifts, the repairs are urgently required and as none of the registered service providers, except Schindler Lifts who was the current</p>

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					holder of the service contract, were prepared to respond, departure from the provisions of paragraphs 12 and 19 of the Municipal Supply Chain Management Policy was approved in terms of paragraph 36(1)(a)(i) and (v) thereof to appoint Schindler Lifts in the amount of R303 713,00 to undertake the repairs to the DC lift, motor and generator at Brister House.
31.	Purchase of building materials to rebuild 17 shacks destroyed in a fire at Chris Hani Village	R132 640,03, inclusive of VAT	Penny Pinchers Port Elizabeth	29 August 2008	On 12 August 2008, 17 shacks in Chris Hani Village were destroyed by fire replacing displacing 42 family members. The Executive Mayor visited the area and undertook to provide relief to the affected families in the form of the provision of building materials to rebuild their shacks. Authority was thus granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) thereof to acquire building materials for the family members in the amount of R132 640,03, inclusive of VAT to rebuild their shacks which were destroyed in a fire at Chris Hani Village on 12 August 2008.
32.	Kitchen equipment and furniture for Motherwell NU 30, Community Hall	R92 662,62, inclusive of VAT	Office Designs	11 August 2008	As it was the only supplier able to provide all the furniture and kitchen equipment required, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof and appoint Office Designs to supply and deliver kitchen equipment and furniture required at the Motherwell NU30 Community Hall, in the amount of R92 662,62, inclusive of VAT.

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33.	Repairs to Beckman Coulter Counter for Scientific Services	R17 538,37, inclusive of VAT	Beckman Coulter South Africa (Pty) Limited	2 September 2008	As it was the sole supplier of Coulter Counters and accessories in South Africa, the invitation for tenders was dispensed with in terms of paragraph 36(1)(a)(ii) of the Municipal Supply Chain Management Policy and authority was granted to the Executive Director: Infra-structure and Engineering to engage the service of Beckman Coulter South Africa (Pty) Limited, to urgently repair the Coulter Counter in the Scientific Services Section at a cost of R17 538,37, inclusive of VAT.
34.	Contract 94 : Transport of emergency obstetric/neonatal referrals from West End Community Health Centre to Dora Nginza Hospital		BernMed Ambulans	5 September 2008	As the only tender received was non-responsive, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy and the previously approved contractor, i.e. BernMed Ambulans, was reappointed retrospectively with effect from 1 June 2008 until 31 October 2008, whilst fresh tenders were being invited.
35.	Purchase of an 11 kV Voltage Transformer	R28 443,00, inclusive of VAT	ABB South Africa (Pty) Ltd	12 September 2008	Due to the explosion at the Walmer Load Centre on 19 April 2008, certain customer supplies were without electricity resulting in the conversion of the 17th Avenue Walmer numbers 1, 2 and 3 distribution substations from the Walmer Load Centre 6,6 kV network to the 11kV Lorraine network, and the action of the Executive Director : Electricity and Energy in purchasing a new 11 kV voltage transformer from ABB South Africa (Pty) Limited in the amount of R28 443,00, inclusive of VAT, as a matter of urgency, was condoned.
36.	Golf Shirts for the Mayoral Committee and	R27 228,90	Siyathunga Stitches (Pty) Ltd	26 September	An informal tender process was

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	Councillors			2008	followed by the 2010 FIFA World Cup Directorate to procure golf shirts, with embroidered composite logo for Mayoral Committee and Councillors in time for the June Council meeting as instructed by the Executive Mayor. Tender documents went astray between Purchasing and Supplies and the Directorate and when eventually found, it was too late for the suppliers to process the order in time for the Council meeting. A supplier, who had not tendered, was approached and was prepared to supply and deliver at short notice, with the required quality. As Siyathunga Stitches (Pty) Ltd was the only service provider that could provide the service at short notice, the action of the 2010 FIFA World Cup Directorate in dispensing with the invitation of tenders in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy to proceed with the ordering of t-shirts from a supplier who did not tender, was condoned.
37.	Repair to chiller unit at Eric Tindale Building	R6 288,00, exclusive of VAT	ITD Air-Conditioning	21 August 2008	In order to determine the extent and cost of the repairs of the chiller of the air-conditioning unit at Eric Tindale Building, the original designers, installers and commissioners of the equipment, i.e. ITD AirCon-ditioning (formerly known as Improvair) was appointed for the inspection thereof, as requested by the Executive Director : Corporate Services. Authority was therefore granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to

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					appoint ITD Air-Conditioning, the original designers, installers and commissioners of the equipment, to remove, strip off, inspect and measure the different components of the unit in order to determine its repair costs in the amount of R6 288,00, exclusive of VAT. A supplementary request would be submitted for the balance of the work once the quotation for the repair costs has been received.
38.	Refund to Continental Tyre SA (Pty) Ltd for match tickets purchased on behalf of NMBM – Vodacom Challenge	R13 469,50	Continental Tyre SA (Pty) Ltd	15 September 2008	The 2010 FIFA World Cup Directorate was requested at short notice to assist with the accommodation of SAFA officials in the Province to attend the Vodacom Challenge match between Kaizer Chiefs and Orlando Pirates on 24 July 2008. The events organizer, Sail (Pty) Ltd, accepted cash payments of tickets only. The Directorate could not meet this request and Continental Tyre SA (Pty) Ltd who funded a suite, food and beverages for the SAFA officials, agreed to purchase the tickets on condition that the costs be refunded by the NMBM. Due to the 2010 FIFA World Cup Directorate being unable to pay the event organizer in cash for 31 Vodacom Challenge tickets for SAFA officials in the Province to attend the match between Kaizer Chiefs and Orlando Pirates on 24 July 2008 and Continental Tyres SA (Pty) Ltd agreeing to assist to pay for the tickets on their behalf in advance on condition that Continental Tyres are refunded by NMB, a refund in the amount of R13 469,50 to Continental Tyres (SA (Pty) Ltd was therefore approved with the

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					provisions of paragraph 17 of the Municipal Supply Chain Management Policy departed from in terms of paragraph 36(1)(a)(v) thereof.
39.	Repair to chiller at Eric Tindale Building by ITD-Airconditioning	R69 828,00, exclusive of VAT	ITD-Airconditioning	12 September 2008	Municipal Manager's resolution 1199 dated 21 August 2008 authorised the assessment of the repair and re-commissioning costs of the chiller of the air-conditioning unit at Eric Tindale Building by ITD Air-Conditioning, the original designers, installers and commissioners of the equipment. Having completed such assessment and on the basis of the report resulting therefrom, authority was granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to appoint ITD Air-Conditioning, the original designers, installers and commissioners and the preferred contractor of Carrier equipment, to repair and re-commission the chiller in the Eric Tindale Building at a cost of R69 828,00, exclusive of VAT.
40.	Repairs to Ditchling/Mount Road 132 kV Oil Filled Cable	R22 558,78, inclusive of VAT	CBI Electric	5 September 2008	As the damaged cable had to be repaired as a matter of urgency, the action of the Executive Director : Electricity and Energy, in appointing CBI Electric to undertake the emergency repairs to the Ditchling/Mount Road No.1 132kV Oil Filled Cable, in the amount of R22 558,78, inclusive of VAT, was condoned.
41.	Provision of dinner and lunch for delegation from Ningbo, China	R3 315,75	Lai Kung, Boardwalk	15 September 2008	A delegation from Ningbo, China will be hosted by the NMBM on Monday evening, 8 and Tuesday, 9 September 2008. The Deputy Executive Mayor will host the delegation for lunch and dinner at a

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					restaurant on Tuesday, 9 September 2008. As meals at a restaurant are provided on an a la carte basis and in considering the choice of a restaurant the dietary requirements or preferences of the incoming delegation need to be taken into consideration it is impractical to follow formal tender procedures. As it is impractical to follow formal tender procedures when meals are arranged at a restaurant with an a la carte menu, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to host a lunch and dinner at a restaurant for a delegation from Ningbo, China who will be the guests of the Deputy Executive Mayor on 9 September 2008.
42.	Service Providers and Artists for Heritage Month	R30 000	Various	12 September 2008	On 29 May 2008 Council approved the Heritage Month Programme for September 2008 with a budget of R300 000. Procurement processes will be followed for the provision of services except in respect of local performing artists, visiting groups and key note speakers where due to the uniqueness of their services and the fact that they may not be registered on the municipal data base a departure from the provisions of the Municipal Supply Chain Management Policy was sought by the Executive Director : Economic Development and Recreational Services. Expenditure of the amount not exceeding R30 000 was approved for the visiting groups and guest speaker who will participate in the NMBM's Heritage Month Programme during

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					September 2008. Given that artistic talent is not a commodity which can be comparatively measured and that performers provide unique services not procurable in terms of competitive processes, authority was granted to depart to the extent necessary from the provisions of paragraph 17 of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to procure the services of various local community service providers.
43.	Extension of existing "Model Maker" Survey Software Suite	R23 645,00, inclusive of VAT.	Model Maker Systems	12 September 2008	As the Housing and Land Directorate - Land Survey Services, currently utilise "Model Maker" Survey Suite as a software package for land survey requirements, including calculation, design, loading of data to and from survey equipment and various draughting (CAD) purposes, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy and the Model Maker survey package and maintenance agreement was purchased from Model Maker Systems in the amount of R23 645,00, inclusive of VAT.
44.	Full NMB/Goteborg Partnership Management Committee Meeting	R34 087,50	Kuzuko Lodge	23 September 2008	The full NMB/Goteborg Partnership Management meeting was held from 19 to 21 September 2008 in Port Elizabeth. In order to expose international partnership delegates to diverse local and regional attractions and experiences, the Deputy Executive Mayor proposed that the Goteborg delegation be hosted at a game lodge for the meeting. Game lodges were contacted and the only available

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					venue on the proposed dates was Kuzuko Lodge, who also happens to be the cheapest of the four game lodges approached. Due to the unavailability of suitable accommodation and meeting facilities at various game lodges over the weekend of 19 – 21 September 2008, authority was granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to use Kuzuko Lodge, who in any event was the cheapest of the game lodges approached, as the venue for the NMG/Goteborg Partnership Management Committee.
45.	Radio links maintenance contract	Motherwell – R1 615,95, inclusive of VAT, per month Motherwell/ Coega – R1 539,00, inclusive of VAT, per month Chatty/ Despatch/ Uitenhage – R4 363,03, inclusive of VAT, per month SEEC – R2 714, inclusive of VAT, per month	Aerosat	12 September 2008	For the reasons set out in the Executive Director : Electricity and Energy's report to the Adjudication Committee at its meeting dated 4 September 2008 (Agenda page 83), the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy and the aforementioned maintenance agreements with Aerosat was extended /entered into for the period ending 30 June 2009.
46.	Contract ESP1 : Extension of irrigation system	R22 777,20, inclusive of VAT	Vusumzi Picket Lane	5 September 2008	As the repositioning of the water meter to where it was originally intended to be located resulted in unforeseen additional costs to the contractor, the original tender amount was increased by R22 777,20 inclusive of VAT from R191 607,98 inclusive of VAT to R214 385,18, inclusive of VAT.
47.	Purchase of building materials to rebuild 32 shacks destroyed in a fire at Mayibuye Village	R251 635,23	Suppliers of building materials	11 September 2008	On 31 August 2008, 32 shacks in Mayibuya Village were destroyed by fire displacing 96 family members.

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					Authority was granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) thereof to acquire building materials for the family members in the amount of R251 635,23 to rebuild their shacks which were destroyed in a fire at Mayibuye Village on 31 August 2008.
48.	Renovations to Algoa House	R193 500,18 and 138 916,98, inclusive of VAT respectively	CGI Construction and Development and LGH Building Contractors	12 September 2008	Renovations to Algoa House had to be completed for occupations by 30 September 2008 due to the termination of the Kwantu Towers Lease. Unless the renovation work was divided between two contractors to meet the deadline, the work will not be completed in time. Authority was therefore granted to depart to the extent necessary from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to approve the division of renovation work to Algoa House between two contractors in order to meet the deadline for occupation by 30 September 2008.
49.	Business meeting with MEC for Sport, Recreation, Arts and Culture – 12 August 2008	R1 500,00	De Kelder Restaurant	13 August 2008	As it is difficult to compare the costs of menu items with other a la carte restaurants when it is not known what a group of people attending a business meeting will eat during a meal, it is impractical to follow formal tender procedures on such occasions and further given the convenient location and layout of the selected restaurant. As it was impractical to follow formal tender procedures when a dinner is arranged at a restaurant with an a la carte menu authority was granted to deviate from the provision of the Municipal Supply Chain Manage-

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					ment Policy in terms of paragraph 36(1)(a)(v) thereof to host a business meeting with the MEC for Sport, Recreation, Arts and Culture at the De Kelder Restaurant on 12 August 2008.
50.	Venue Hire : Meeting of the Provincial Co-ordinating Committee : 31 July 2008	R13 200,00	Protea Edward Hotel	15 August 2008	No suitable municipal or outside venues from registered suppliers were available on 31 July 2008, except the Protea Edward Hotel, for a meeting of the Provincial Coordinating Committee and this venue was therefore selected by the 2010 Fifa World Cup South Africa Directorate. Due to the unavailability of suitable municipal and other outside venues from accredited service providers, the use of the Protea Edward Hotel as venue for the meeting of the Provincial Co-ordinating Committee meeting held on 31 July 2008 was approved with the provisions of paragraph 17 of the Municipal Supply Chain Management Policy departed from in terms of paragraph 36(1)(a)(v) thereof for venue hire, catering and associated costs in the amount of R13 200.
51.	Upgrading of Brister House Foyer	R55 000,00	Ihlumelo Development Engineers	15 August 2008	When the service provider commenced with the retiling of the Brister House Foyer it was found that the surface had to be prepared and leveled off for the new tiles, which was not possible to detect prior to removal of the old tiles. As it was not possible to detect prior to the removal of the old tiles that a new base course for the new tiles would have to be laid and that as this additional work was therefore not on the specification, authority was granted to deviate from the provisions of the Municipal Supply

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					Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to appoint Ihlumelo Development Engineers, the cheapest tenderer for the additional work and also the successful tenderer for the original job, to undertake the additional work at a cost of R55 000,00.
52.	Repairs to diesel testing air pollution monitoring equipment	R1 140,00, inclusive of VAT	Midas, trading as Parts Incorporated Africa	15 August 2008	The diesel testing air pollution monitoring equipment of the Public Health Directorate became faulty and the equipment, originally supplied by an overseas company, whose sole agent in South Africa is Midas, was sent to the latter's branch in Port Elizabeth for repairs. The invitation for tenders was dispensed with in terms of paragraph 36(1)(a)(v) of the Supply Chain Management Policy and authority was granted to the Executive Director : Public Health to pay Midas, trading as Parts Incorporated Africa, the amount of R 1 140,00, it being the sole agent in South Africa to repair the diesel testing equipment.
53.	Appointment of an Independent Systems Specialist : New Billing Solution	R151 200,00	Professor Andre Calitz	6 October 2008	As the new Billing Solution had presented certain challenges that necessitated the services of an Independent Systems Specialist, and further because of the reasons set out in the Directorate's report to the Adjudication Committee at its meeting dated 18 September 2008, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Supply Chain Management Policy and Professor Andre Calitz was appointed to undertake the services in terms of the scope detailed in the Directorate's report, in the amount of R450,00 per hour, the total cost

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54.	Venue Hire for Speaker's Religious Conference	R9 643,40	Hume Park Hall	20 October 2008	being approximately R151 200,00. Due to the unavailability of other suitable municipal and outside venues from accredited service providers on the proposed dates of the conference, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to use the Hume Park Hall as venue for the Speaker's Religious Conference to be held from 29 to 30 October 2008.
55.	Payment of INNOVenton Analytical Doenstream Chemical Technology Station	R1 000,00	INNOVenton Analytical Doenstream Chemical Technology Station	1 September 2008	A toxic substance was deposited under the desk of an employee at the Harrower Road Waste Management Depot by an unknown person resulting in staff members who inhaled the substance to experience breathing problems. In order to establish the contents of the substance, samples were taken and sent for analysis on the instruction of the Executive Director : Environment and Health Services. As this was an emergency situation, the Municipal Manager concurred with the actions of the Executive Director. Hence, authority was granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a) (i) and (v) thereof to pay INNOVenton Downstream Technology Station at the Nelson Mandela Metropolitan University the amount of R1 000,00 for the release of the results of the samples taken by the Environmental Health Practitioners to establish the contents of the toxic substance deposited at the Harrower Road Waste Management

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56.	Attendance of Short Course in Hazard Analysis Critical Control Point at NMMU : Environmental Health Practitioners	R45 000,00	NMMU	6 October 2008	Depot on 28 July 2008. Authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(ii) thereof to allow 18 staff members of the Environmental Health Sub-directorate to attend a short course in Hazard Analysis Critical Control Point at the NMMU, the sole presenter of the course.
57.	Purchase of building materials to rebuild 18 shacks destroyed in a fire at Hlalani Village, Motherwell NU8	R128 269,60	Africa Timbers	30 September 2008	On 15 September 2008, 18 shacks in Hlalani Village, Motherwell NU8 were destroyed by fire displacing 53 family members. Authority was granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) thereof the acquire building materials for the family members in the amount of R128 269,60 to rebuild their shacks which were destroyed in a fire at Hlalani Village, Mother-well NU8.
58.	Fire damage : Appointment of loss adjuster	Fee could not be determined upfront	The African Adjusting Firm in association with Lammers and Turner	17 October 2008	After extensive fire damage was caused to the Old Greatermans Building in Govan Mbeki Ave-nue, it was necessary for the Budget and Treasury Directorate to appoint a loss adjuster as a matter of urgency to investigate the extent of the damage on behalf of the municipality in the event of potential claims. The appointment was made in terms of section 15.2.12 of the Council's Financial Management Policies. Due to the urgency of the appointment and the fact that the fee tendered could not be determined upfront, it was impractical to follow official tender procedures and with the assistance of the Council's insurance intermediary, a firm not involved

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					with any other claim, as it would result in a conflict of interest, was recommended. Hence, authority was granted to the Chief Financial Officer to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) and (v) thereof to appoint The African Adjusting Firm in association with Lammers and Turner as the Council's loss adjuster to investigate the extent of the damage to the Old Greatermans Building in Govan Mbeki Avenue on behalf of the Municipality.
59.	Venue Hire : Visit by FIFA Inspection Team	R20 428,80	PR Unlimited	21 October 2008	The date of the visit by the FIFA inspection team to Nelson Mandela Bay was changed at short notice from 6 to 8 October 2008 by FIFA. Despite diligent effort by the 2010 FIFA World Cup Directorate, they were unable to obtain alternate municipal or private conference facilities as venue for the visit, except PR Unlimited, a registered service provider with hire charges within acceptable parameters. Given the late change of the date of the visit of the inspection team by FIFA, the consequent unavailability of municipal venues and other conference facilities, that PR Unlimited is a registered supplier and the hire charges within acceptable parameters, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to pay PR Unlimited the amount of R20 428,80 for venue hire, photocopying and catering for the visit of the FIFA inspection team on 8 October 2008.

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60.	Visit by Dutch Partnership	Costs cannot be provided in advance	Various restaurants	22 October 2008	Representatives of the Dutch partnership visited the NMBM from 18 to 25 October 2008 to inter alia sign an agreement between the NMBM and the Stichting Municipalities and to develop and finalise a wellness project between NMBM Occupational Health and the Stichting Municipalities. Accommodation and meals had to be provided for the delegates as well as a visit to a game park. Three quotes were obtained for the hotel accommodations and the cheapest quote accepted, i.e. that of City Lodge at an approximate cost of R11 940. Quotes were also obtained from three Game lodges for an overnight stay and the cheapest accepted, i.e. that of Msengi Bush Lodge, at a cost of R21 520. As meals at a restaurant are provided on an a la carte basis and in considering the choice of a restaurant the dietary requirements or preferences of the delegation needed to be taken into consideration, it was impractical the follow formal tender procedures and costs cannot be provided in advance. As it was impractical to follow formal tender procedures when meals are arranged at restaurants with a la carte menus, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to host lunches and dinners at a variety of restaurants during the visit of the Dutch partnership.
61.	Construction of stormwater detention ponds "A" and "R1" and upgrading of stormwater pipework and associated infrastructure in	R3 172 620	WK Construction	17 October 2008	The contractor encountered the following unforeseen difficulties, which are more comprehensively

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	Kwazakhele				<p>set out in the Executive Director : Infrastructure and Engineering report to the Adjudication Committee:</p> <ul style="list-style-type: none"> -Delayed award – Increased escalation -Changed circumstances at the designated spoil sites -Unknown services -Consultant measurement error -Contractor working at accelerated pace <p>The invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy, and the approved contract amount under Contract C5509: The Construction of Stormwater Detention Ponds “A” and “R1” and Upgrading of Stormwater Pipework and Associated Infrastructure in Kwazakhele (Phase 3), was increased by R3 172 620 from R16 389 780 to R19 562 400 inclusive of contingencies and VAT, subject to escalation, and subject further to the necessary budget amendment being approved to cover the increased costs.</p>
62.	Contract C5446 : Construction of the upgrading of Addo Road : Request to authorise increase in the approved contract price	R33 571 843,12	Rumdel Construction	31 October 2008	<p>That to the extent necessary, the provisions of the Supply Chain Management Policy was departed from in terms of paragraph 36(1)(a)(v) thereof, and the contract price for contract C5446 for the construction of the upgrading of Addo Road awarded to Rumdel Construction was increased by R33 571 843,12 from 73 128 049,18 to R106 699 892,31, inclusive of VAT, and subject to escalation. The Municipal Manager had regard inter alia to the following considerations:</p>

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					<p>-The date of the original award (6 December 2006)</p> <p>-The delay in commencement of the contract occasioned by poor information flow and assistance from Telkom, the need to relocate the Telkom line, the cost thereof and time extension claims from the contractor.</p> <p>-The unforeseen circumstances surrounding the layerworks material including the inadequacy of the in situ material, the failure of the usual sources of natural gravel resulting from quarry closures by the DME and the need to resort to crushed sub-base material for which there was only one supplier.</p> <p>-The consequences of the aforementioned in the need to increase P and G's and other resulting escalations.</p> <p>-With regard to the possibility of terminating the contract and re-tendering, a period of at least 12 months (existing contractor's defects liability period) would have had to elapse, contractor would have had a claim for reduction in scope of work, escalation at 25% per annum, duplication of consultant's time and costs, new tenderers adding substantial risk factor, etc.</p> <p>-An alternative approach would pose considerable political risk relative to undertakings made to the community.</p>
63.	Contract C5489 : Repairs to Settlers Way : Mount Road Interchange, north to west ramp : Increase in contract amount for SAR Safety Concerns	R1 509 312,86	Bridge Jointing/Erbacon Construction Joint Venture	17 October 2008	As this was an exceptional safety related emergency case, where it was impractical and impossible to follow the official procurement processes due to time constraints and safety requirements of the SA

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					Railways for the safety of the North End Station and railway property under the bridges, and for the reasons more fully set out in the Executive Director : Infrastructure and Engineering's report to the Adjudication Committee dated 8 October 2008, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(i) and (v) of the Municipal Supply Chain Management Policy, and Bridge Jointing/ Erbacon Construction Joint Venture was appointed to undertake urgent repairs and rehabilitation Bridge work at the North End Station and railway property under the bridges in the amount of R1 509 312,86, inclusive of VAT and subject to escalation, based on the same rates submitted by this appointed contractor under Contract C5489 : Repairs to Settlers Way : Mount Road Interchange, North to West Ramp.
64.	Recognition of Prior Learning (RPL) Assessment by The Nelson Mandela Metropolitan University of Fifty Councillors	R2 000 per person	Nelson Mandela Bay Metropolitan University	31 October 2008	As Nelson Mandela Bay Metropolitan University was the only qualified learning institution within the Nelson Mandela Bay area that could facilitate the process of RPL assessment for Councillors, it was impractical to follow formal tender procedures and authority was granted to deviate from the provisions of the Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to use the services of the Nelson Mandela Metropolitan Municipality.
65.	Contract C5176 : Upgrading of the Kelvin Jones Waste Water Treatment Works : Increase in Approved Contract Price	R468 184.66 inclusive of VAT and subject to escalation.		10 December 2008	Whilst the contract called for refurbishment of the aerators, the poor condition of the blades could not be foreseen at the time of

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					tender, the contractor being responsible for a maintenance period on the whole contract, and the price competitiveness being certified by the Plant Maintenance Engineer, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Supply Chain Management Policy and the approved contract amount under Contract C5176 : Upgrading of the Kelvin Jones Wastewater Treatment Works Mechanical and Electrical Equipment, was increased by R468 184.66 from R7 052 026.08 to R7 520 210.65, inclusive of VAT and subject to escalation.
66.	Emergency Replacement of One Modelt4 Gorman Rupp Pump for Essexvale Sewerage Pump Station	R46 720,00, inclusive of VAT	Northfield Engineering	11 December 2008	As Northfield Engineering was the sole agents of the equipment and further due to the fact that the pump had to be repaired as a matter of urgency due to the potential of serious flooding of sewerage, the action of the Executive Director : Infrastructure & Engineering in appointing Northfield Engi-neering for the supply of one Model T4 Gornam Rupp Bareshaft Pump for the Essexvale Sewerage Pump Station in the amount of R46 720,00, inclusive of VAT, was condoned in accordance with Section 36(1)(a)(i) and (ii) of the Municipal Supply Chain Management Policy.
67.	Contract 94 : Transport of Emergency Obstetric / Neonatal Referrals from West End Community Health Centre to Dora Nginza Hospital	R76 060	BernMed Ambulans	11 December 2008	As the only tender received under Contract 94 was non-responsive and the services sought essential, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy and the previously approved contractor

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					(BernMed Ambulans), appointed to continue providing the service for the period ending 31 March 2009, whilst fresh tenders were being invited.
68.	Approval of Deviation from the Provisions of the Municipal Supply Chain Management Policy : Purchase of Art Works	R341 035,00	Various artists	4 November 2008	Having regard to the Municipal Manager's resolution of 31 October 2008 regarding the approval of acquisition of works of art, and the fact that artistic pieces are unique and have individual merit and that it was accordingly not possible to acquire same by a competitive process as prescribed in the Supply Chain Management Policy, a departure from the Supply Chain Management Policy in terms of paragraph 36(1)(a)(iii) was authorized, for the purchase of art works in the total amount of R341 035,00.
69.	Progress : Annual Maintenance Renewal	R245 070,36, inclusive of VAT per annum); and that escalation be paid if and when applicable.	Sys-Net (Cape) CC	4 November 2008	As the Electricity and Energy Directorate used Progress as its relational database and Sys-Net (Cape) CC being the sole supplier of the software licenses, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy so that the Progress Software Maintenance be renewed annually and that Sys-Net (Cape) CC be paid annually for the period whilst in use by the Electricity and Energy Directorate but not exceeding a maximum period of three years, in the amount of 18% of the list price of all Progress licences owned by the Electricity and Energy Directorate (currently R245 070,36, inclusive of VAT per annum); and that escalation be paid if and when applicable.
70.	Procurement of Works of Art : Application for a Waiver of Standard Supply Chain		Various Artists	31 October 2008	The Nelson Mandela Bay Art Museum Management submitted a

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	Management Pro-cesses				<p>request to the Adjudication Committee to consider agreeing to deviations/departures relating to the purchase of art work being submitted directly to the Municipal Manager instead of following the route of first submitting it to the Adjudication Committee, which would then recommend to the Municipal Manager. The Museum Management requested that the Municipal Manager formally appoint a separate advisory committee of specialists in art work, chaired by the Assistant Director responsible for the management of the Museum, to consider the purchase of the art work as per the Museum's policy. The appointed committee will make recommendations to the Municipal Manager on purchase of art work and the process will be classified as a deviation/departure from the SCMP and can only be approved by the Municipal Manager. Once purchases have been approved by the Municipal Manager and the specific works of art obtained from the artist/s, the invoice will be paid by Budget and Treasury.</p> <p>Having considered and concurred with the above, it was resolved that the Assistant Director : Nelson Mandela Bay Art Museum formulate recommendations from time to time on the acquisition of works of art and other artifacts for the Museum collection, with the assistance of an advisory committee to be appointed by the Municipal Manager upon recommendation from the Assistant Director.; that the Assistant</p>

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					Director : Nelson Mandela Bay Art Museum be authorized to submit acquisition proposals directly to the Municipal Manager, with any required deviation from the Supply Chain Management Policy duly motivated therein.
71.	Supply of Spares for Hamworthy Compressors at Fishwater Flats Wastewater Treatment Works	R249 429,14, inclusive of VAT	Gardner Denver Limited	20 November 2008	The invitation for tenders was dispensed with in terms of Section 36(1)(a)(ii) of the Municipal Supply Chain Management Policy and Gardner Denver Limited, (the sole agents), was appointed to supply the required spares for the overhaul of the Hamworthy Compressors at the Fishwater Flats Wastewater Treatment Works, in the amount of R249 429,14, inclusive of VAT.
72.	Provision Meals for Tyne and Wear Partnership Delegation – 25 to 27 November 2008			25 November 2008	As it is impractical to follow formal tender procedures when meals are arranged at a restaurant with an a la carte menu, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to host meals at restaurants for a delegation from Tyne and Wear Museums Joint Committee during their visit to Nelson Mandela Bay Municipality from 24 to 27 November 2008.
73.	Purchase Five Software Licences from Metrofile (Pty) Limited	R26 790,00, inclusive of VAT	Metrofile (Pty) Limited	27 January 2009	The invitation for tenders was dispensed with in terms of Section 36(1)(a)(ii) and (v) of the Municipal Supply Chain Management Policy, as Metrofile (Pty) Limited was the service provider currently authorized to scan and maintain the Town Planning datasets dealing with zoning approvals, Metrofile (Pty) Limited, (the sole supplier), was appointed for the supply of five Metrofile eRecords licences in the

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					once off amount of R26 790,00, inclusive of VAT.
74.	Purchase of Change Management and Training Sap Productivity Pak	R242 483,85, inclusive of VAT, subject to exchange rate variation	SAP	27 January 2009	As the purchase of a SAP Productivity Pak was never planned or budgeted for when the software was purchased initially, it came to light that it was required to commence training development, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Supply Chain Management Policy; and SAP appointed for the supply of the following software and maintenance at a total cost of R242 483,85, inclusive of VAT, subject to exchange rate variation: 1. Productivity Pak - R146 429,39 2. Software License - R 32 214,46 3. SAP Productivity Composer Training and Installation - R 63,840
75.	Purchase of Pre-Payment Vending Equipment	R569 430,00, inclusive of VAT	Contour Technology (Pty) Limited	19 December 2008	The invitation for tenders was dispensed with in terms of Section 36(1)(a)(ii) and (v) of the Municipal Supply Chain Management Policy, and Contour Technology (Pty) Limited (the sole suppliers of the Contour Vend 2000 equipment) was appointed for the supply of 15 Contour Vend 2000 Online Vending Terminals, in the amount of R569 430,00, inclusive of VAT.
76.	Extension of the Lamacs Contract to ensure logical conclusion to the project	R3 483 270,00, including VAT	Lamacs	19 December 2008	The invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy, and the current scope of the work by Lamacs with the Housing and Land Directorate, was extended as set out in the Directorate's report in the following amounts:

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					Support for six months: R2 223 000,00 including VAT Maintenance plans cost: R1 260 270,00 including VAT Total cost: R3 483 270,00 including VAT
77.	Repairs to Safeplus Metering Unit at Aspen Substation	R36 236,04, inclusive of VAT.	ABB South Africa (Pty) Ltd	19 December 2008	The invitation for tenders was dispensed with in terms of Section 36(1)(a)(ii) and (v) of the Municipal Supply Chain Management Policy, and ABB South Africa (Pty) Ltd, (the sole supplier and manufacturer of the metering unit), was appointed to repair the Safeplus Metering Unit at the Aspen Substation, in the amount of R36 236,04, inclusive of VAT.
78.	Data World : Provision of a Software Maintenance Contract	Contract value for year 1: R431 376,00 inclusive of VAT Contract value for year 2: R474 513,60 inclusive of VAT Contract value for year 3: R521 964,96 inclusive of VAT	Data World	24 December 2008	As Value Assist 3.0 was utilized for all workflow processes pertaining to the Valuation Roll, including the updating of the Valuation Roll, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(ii) of the Municipal Supply Chain Management Policy, and a software maintenance agreement entered into with Data World for the Value Assist 3.0 program and related components, for the period ending December 2011, at the costs indicated below: Contract value for year 1: R431 376,00 inclusive of VAT Contract value for year 2: R474 513,60 inclusive of VAT Contract value for year 3: R521 964,96 inclusive of VAT
79.	Purchase of Lockable Manhole Covers,		Maverick Trading	24 December	The Infrastructure and Engineering

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	Frames and Keys			2008	<p>Directorate is in the process of preparing specifications to put out a tender for the purchase of lockable manhole covers and frames.</p> <p>Approval was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(ii) and (v) thereof to purchase manhole covers and frames directly from Maverick Trading (sole supplier), to serve the specific needs of the Infrastructure and Engineering Directorate relating to the replacement of existing stolen manhole covers as a matter of urgency.</p> <ol style="list-style-type: none"> 1. 300 number type 2A man-hole covers and frames 2. 100 number type 4A man-hole covers and frames 3. 12 manhole keys for the locks
80.	Marketing of Host City at Bay United/Santos FC Game: 25 January 2009	R13 486,00	PSL; NMBM purchase 250 tickets for learners (R2 500), provide transport for learners (R8 250) and pay a performance fee for a DJ (R2 736).	23 January 2009	In order to promote the 2010 Directorate's Road to 2010 Marketing Programme at the Bay United/Santos FC televised game to be hosted at the EPRU Stadium on 25 January 2009 and as the service providers have all been contracted by the soccer governing body, PSL, authority was granted to deviate from the provisions of paragraph 17 of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof for payment of 250 tickets for learners, transport for learners and a performance fee of a DJ at a total cost of R13 486,00.
81.	Appointment of a Media Consultant for the 2010 Nelson Mandela Bay Fifa World Cup	R12 000.	Mr Raymond Hartle	15 January 2009	Authority was granted to deviate from the provisions of paragraph 17

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
	Directorate				of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to appoint Mr Raymond Hartle on a short-term basis to provide special media services for the 2010 FIFA World Cup Directorate for the period 13 to 17 January 2009 for a maximum of 20 hours at a cost of R600,00 per hour. (Maximum cost: R12 000).
82.	PURCHASE OF WORKS OF ART (3/2/1/3/4)	R2 300,00; R1 710,00	Glenn Meyer (Red Location) - R2 300,00 Altus Pienaar (Oom Piet en Tannie Thysina) - R1 710,00	8 January 2009	Having regard to the Municipal Manager's resolution of 31 October 2008 regarding the approval of acquisition of works of art, and the fact that artistic pieces are unique and have individual merit and that it was accordingly not possible to acquire same by a competitive process as prescribed in the Supply Chain Management Policy, a departure from the Supply Chain Management Policy in terms of paragraph 36(1)(a)(iii) was hereby authorized, for the purchase of artworks with details of artists, description and costs set out as follows: Glenn Meyer (Red Location) - R2 300,00 Altus Pienaar (Oom Piet en Tannie Thysina) - R1 710,00
83.	Appointment of Wika Instruments (Pty) Limited to Test and Callibrate the Pressure and Temperature Transducers at the Gas Turbine.	R36 160,80, including VAT	WIKA Instruments (Pty) Limited	12 February 2009	As the field devices (pressure and temperature transducers) at the Gas Turbine had not been calibrated since installation of the plant in 1982, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy, in terms of paragraph 36(1)(a)(v) thereof to appoint WIKA Instruments (Pty) Limited who are

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					situated in Port Elizabeth and available at short notice to test and calibrate the pressure and temperature transducers at the Gas Turbine, in the amount of R36 160,80, including VAT.
84.	Visit by International Delegations – 2 February 2009	R4 250,00	Red Location Museum Restaurant	5 February 2009	As it was impractical to follow formal tender procedures, authority was granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to host a dinner at the Red Location Museum Restaurant for a group of international students and their trainers on 2 February 2009 at a cost of R4 250,00 and lunch for the Swedish Parliamentarians at Ginger Restaurant on 2 February 2009 all of whom were the guests of the Deputy Executive Mayor.
85.	Nelson Mandela Bay Metropolitan Municipality's Stadium Operator		Access Facilities and Leisure Management Company (Pty) Limited	6 March 2009	<p>(a) Access Facilities and Leisure Management (Pty) Limited was appointed as the preferred bidder with whom direct negotiations are to be conducted with a view to appointing the company as the Nelson Mandela Bay Metropolitan Municipality's Multi Purpose Stadium Operator to the end of the 2010 World Cup tournament in terms of an agreement, the terms of which are acceptable to the Accounting Officer of the Nelson Mandela Bay Metropolitan Municipality.</p> <p>(b) Access Facilities and Leisure Management Company (Pty) Limited was appointed as the preferred bidder with whom direct negotiations are to be</p>

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					concluded with a view to the conclusion of an agreement, the terms of which are acceptable to the Accounting Officer of the Nelson Mandela Bay Metropolitan Municipality, for its appointment as the Nelson Mandela Bay Metropolitan Municipality's Multi Purpose Stadium Operator and/or lessee for the post 2010 World Cup period, in terms of an agreement acceptable to the Accounting Officer of the Nelson Mandela Bay Metropolitan Municipality.
86.	Contract 60/1 and 60/2 – Supply and/or Delivery Of Engineering Aggregate		A M Harbron Quarries and Afrimat	19 February 2009	The Acting Municipal Manager's resolution of December 2008 was amended to include approval of a departure from the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof for the acquisition of material during November and December 2008 from A M Harbron Quarries and Afrimat, for the reasons more fully set out in the report of the Executive Director : Infra-structure and Engineering.
87.	Purchase of Works of Art	R242 136,00	Michael Stevenson Fine Art cc	4 March 2009	Having regard to the Municipal Manager's resolution of 30 October 2008 regarding the approval of acquisition of works of art, and the fact that artistic pieces are unique and have individual merit and that it was accordingly not possible to acquire same by a competitive process as prescribed in the Supply Chain Management Policy, a departure from the Supply Chain Management Policy in terms of paragraph 36(1)(a)(iii) was hereby authorised, for the purchase of the following art works from Michael

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					Stevenson Fine Art cc in the amount of R242 136,00.
88.	Purchase of Works of Art	R38 000,00	Photographers Gallery ZA	4 March 2009	Having regard to the Municipal Manager's resolution of 30 October 2008 regarding the approval of the acquisition of works of art, and the fact that artistic pieces are unique and have individual merit and that it was accordingly not possible to acquire same by a competitive process as prescribed in the Supply Chain Management Policy, a departure from the Supply Chain Management Policy in terms of paragraph 36(1)(a)(iii) was hereby authorised, for the purchase of a framed painting by Conrad Botes (Untitled, Female figure and soldiers) from the Photographers Gallery ZA in the amount of R38 000,00.
89.	Motherwell Community Development Forum (MCDF) Workshop – 26 to 27 February 2009	R73 350,00 R11 880,00	Cape St Francis Resort Springbok Atlas Bus Services	20 February 2009	The requirements of paragraph 18(b) of the Municipal Supply Chain Management Policy was departed from in terms of paragraph 36(1)(a)(v) of the policy and authority was granted to utilise Cape St Francis Resort as the venue for the MCDF workshop at a cost of R73 350,00 and Springbok Atlas Bus Services at a cost of R11 880,00 for the transport of participants.
90.	Provision of Meals for Delegation from Kampala District Municipality		Variety of restaurants	20 February 2009	As it was impractical to follow formal tender procedures when meals are arranged at a restaurant with an a la carte menu, authority was granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to provide meals at a variety of restaurants during the visit of a delegation from Kampala District

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					Municipality from 23 to 24 February 2009 and members of Goteborg Management Committee from 27 February to 2 March 2009 respectively who were the guests of the Deputy Executive Mayor.
91.	Extension of Validity Period of Contracts : Waste Management Community Cooperatives		Cocisizwe (Soweto-on-sea); Sodlasonke (Walmer/Gqebera); Eyabafazi (Matthew Goniwe Hostel), Kuphilwa Phi (Joe Slovo) and Ncedolwethu (Blue Horizon Bay), Seaview, Beachview and Kini Bay)	12 March 2009	<p>Given the reasons advanced in the report by the Executive Director : Public Health to the Adjudication Committee and in particular the delays occasioned by the difficulties experienced in recruiting a contracts officer in the directorate resulting in a failure to advertise tenders for the expiring cooperative con-tracts and further noting the need to provide sufficient time for the procurement process to be concluded and further given the essential nature of the services provided, it was</p> <p>RESOLVED:</p> <p>That the contracts of Cocisizwe (Soweto-on-sea); Sodlasonke (Walmer/Gqebera); Eyabafazi (Matthew Goniwe Hostel), Kuphilwa Phi (Joe Slovo) and Ncedolwethu (Blue Horizon Bay), Seaview, Beachview and Kini Bay) be extended on a month-to-month basis with effect from 1 December 2008 or 1 February 2009 as the case may be for a period not exceeding beyond 31 May 2009 and that the Supply Chain Management Policy be departed from accordingly in terms of paragraph 36(1)(a)(v) to avoid the need for tenders.</p>
92.	Request for the Extension of the Full Maintenance Lease Agreement with Vuswa Fleet Services (Pty) Limited	R538 152.96	Vuswa Fleet Services (Pty) Limited	19 February 2009	The invitation for tenders was dispensed with in terms of paragraph 36(1)(a)(v) of the Municipal Supply Chain

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					Management Policy, and the existing contract with Vuswa Fleet Services (Pty) Limited for the provision of vehicles on a full maintenance lease was extended for a further four months in the amount of R134 538,24 per month, inclusive of VAT, for the 43 Almeiras, to allow Traffic and Licensing Services to provide adequate funds on the budget for the replacement of these vehicles.
93.	Contract C1-4483812 : Web Hosting and Bandwidth Requirements	R204 705,00, inclusive of VAT	Business Connexion	20 February 2009	The invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy, and as Business Connexion was the current service provider for the hosting of the Municipality's Corporate website, Business Connexion be appointed to provide Web Hosting and Bandwidth requirements for the Budget and Treasury Directorate for the period ending 31 December 2010 in the amount of R204 705,00, inclusive of VAT.
94.	Contracts CE11, 21 and 66 (9/3/19-CE11; 9/3/19-CE-21; 9/3/19-CE66)		Various	6 March 2009	(a) In order to continue with service delivery and for the further reasons more fully set out in the report to the Adjudication Committee, including readiness for 2010, the invitation for tenders was dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy, and the following previously approved annual contracts, which expired on 31 December 2008, was extended on a month-to-month basis for a period not exceeding six months, until the new tenders under Contracts

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					<p>CE119/B : Construction of Asphalt Premix Overlays and CE119/C : Construction of Bitumen Seals and Slurries, have been re-advertised and awarded:</p> <p>Contract Enquiry 11 : Application of Bitumen Slurry</p> <p>Contract Enquiry 21 : Construction of Asphalt Premix Overlays and</p> <p>Contract Enquiry 66 : Construction of Bitumen Seals</p> <p>(b) That the extension be made at the previously approved rates, plus escalation, in line with the previous contract.</p> <p>(c) That it be noted that no maintenance work was carried out after 31 December 2008.</p>
95.	Emergency Repairs To Creek Pump Station	R88 030,80	Elmach Electricity	16 January 2009	The action of the Executive Director : Infrastructure and Engineering in dispensing with the invitation for tenders in terms of Section 36(1)(a)(i) and (v) of the Municipal Supply Chain Management Policy and appointing Elmach Electrical to undertake emergency repairs to the Creek Pump Station when it broke down after electrical cabling was stolen and controls damaged on 16/17 December 2008 was condoned and authority granted to pay Elmach Electrical the amount of R88 030,80 for carrying out the repairs.
96.	Extension of the Services of Omega Risk Solutions to provide Security Services in the		Omega Risk Solutions	23 January 2009	Authority was granted to deviate from the provisions of the Municipal

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	Nelson Mandela Bay Development Agency's Mandate Area				Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to authorise Omega Risk Solutions to be appointed by the NMBM on a month-to-month basis until 30 April 2009 to enable the Executive Director : Safety and Security to complete the procurement process and to allow the implementation of the guarding/law enforcement plan within the Mandela Bay Development Agency's mandate area to continue and that the terms and conditions of the MBDA contract apply.
97.	Appointment of Project Manager (Co-Ordinator) - New Billing Solution	R775,20 per hour (excluding VAT) for a period not exceeding 3 months should the project continue on a permanent basis, the rate be based on the amount of R661,20 per hour (excluding VAT) for the duration of the project.	Ms Elma Lotter	10 March 2009	The invitation for tenders was dispensed with in terms of Section 36(1)(a)(i) and (v) of the Municipal Supply Chain Management Policy, and Ms Elma Lotter, in her capacity as a member of a close corporation to be formed, was appointed as a project manager to oversee the implementation of the New Billing Solution at Revenue Management and Customer Care Sub-directorate, in the amount R775,20 per hour (excluding VAT) for a period not exceeding 3 months, and should the project continue on a permanent basis, the rate be based on the amount of R661,20 per hour (excluding VAT) for the duration of the project.
98.	Extension of contract period for the Sludge Removal And Disposal from Fishwater Flats Wastewater Treatment Works	Monthly rate of R43 718,16	Khulani Brick and Blocks CC	10 March 2009	The existing contractor, Khulani Brick and Blocks CC be re-appointed with effect from 1 September 2008 at a monthly rate of R43 718,16, on a month-to-month basis, but for a period not extending beyond 30 April 2009 and that the Municipal Supply Chain Management Policy be departed from in

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					terms of paragraph 36(1)(a)(v) thereof to dispense with the need for tenders accordingly.
99.	Payment of Services : Waste Collection Services		Buyiswa Peyana	12 March 2009	Buyiswa Peyana was appointed retrospectively to provide essential waste collection services on the terms and conditions contained in Contract C2262 for the period 1 November 2007 to 30 April 2008 (Vote 04125339) and the Supply Chain Management Policy was departed from accordingly in terms of paragraph 36(1)(a)(v) to avoid the need for tenders.
100.	Contract 2467 – Construction of Civil Engineering Infrastructure for Various Infill Areas in Kwazakhele, Port Elizabeth	R10 916 646,76, inclusive of 10% contingencies and VAT, be accepted subject to escalation of the contract	Ngelethu Construction (Pty) Limited	16 March 2009	<p>The tender of Ngelethu Construction (Pty) Limited, under Contract CE2467 : Construction of Civil Engineering Infrastructure for various infill areas in Kwazakhele, Port Elizabeth, in the amount of R10 916 646,76, inclusive of 10% contingencies and VAT, was accepted subject to escalation of the contract and subject further to:</p> <p>(a) the outstanding environmental approvals for both Sisulu and Mandela villages being obtained;</p> <p>(b) the successful relocation of all the affected families living informally in the reserves and/or servitudes.</p>
101.	Extension of Contract – Re-Appointment of Pragma Africa	<p>±R1 184 460,00 (VAT inclusive) from date of approval to 30 June 2009</p> <p>R2 123 820 (VAT inclusive) from 1 July 2009 to 30 June 2010</p> <p>R2 531 826 (VAT</p>	Pragma Africa	16 March 2009	Given that Pragma Africa was appointed to develop an asset management solution in the form of an asset care centre which phase has been completed and piloted and given the need to implement and manage this solution throughout the Electricity and Energy Directorate and given that it would now be impractical to start afresh with new

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
		inclusive) from 1 July 2010 to 30 June 2011 R1 856 672 (VAT inclusive) from 1 July 2011 to 30 June 2012			tenders, it was RESOLVED: (a) That Contract No. 2155 with Pragma Africa be extended to continue with the establishment and man-agement of asset care centres in the Electricity and Energy Directorate for a period of three years in the following amounts: Amount Period ±R1 184 460,00 (VAT inclusive) From date of approval to 30 June 2009 R2 123 820 (VAT inclusive 1 July 2009 to 30 June 2010 R2 531 826 (VAT inclusive 1 July 2010 to 30 June 2011 R1 856 672 (VAT inclusive 1 July 2011 to 30 June 2012 (b) That the Municipal Supply Chain Manage-ment Policy be departed from in terms of paragraph 36(1)(a)(v) to obviate the need for tenders.
102.	Contract FMS 04/2006 – Supply, Installation and Maintenance of an Integrated Electronic Fleet Management System	R838 284,86, inclusive of VAT	Fleet Data Technologies cc	16 March 2009	Contract FMS 04/2006 was amended to provide for the supply by Fleet Data Technologies cc of 20 additional user licences in the amount of R838 284,86, inclusive of VAT (Project ID 20070102) and given that it was not possible to acquire user licences from a supplier other than the supplier of the system, the Supply Chain Management Policy was departed from in terms of paragraph 36(1)(a)(ii) and (v) to obviate the need for a further tender.

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103.	Transport Summit : 30 January 2009	R67 454 550,00	ESS Coega (Pty) Limited	29 January 2009	<p>Due to short notice resulting from political agreement that the Transport Indaba be reconvened, it was</p> <p>RESOLVED:</p> <p>(a) That authority be granted to depart from the provisions of paragraph 17 of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to allow three quotes to suffice, and that the quote of ESS Coega (Pty) Limited in the amount of R67 454 550,00 be accepted as the lowest quote able to provide the required facilities.</p> <p>(b) That the necessary expenditure ancillary to the event be approved from Vote 2007XCRG00363 (2010 Work Package Public Transport Planning) subject to the Municipal Supply Chain Management Policy being complied with.</p>
104.	Security of Councillor Offices	R16 193,24	Joe Davis Locksmiths and Hardware	10 February 2009	<p>The action of the Executive Director : Corporate Services in engaging the services of Joe Davis Locksmiths and Hardware to replace the locks at the offices of the Councillors who had resigned was condoned due to the urgency, sensitivity and risk of the situation and authority granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(a)(a)(i) thereof to pay Joe Davis Locksmiths and Hardware the amount of R16 193,24 for carrying out the</p>

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
105.	Webhosting and Bandwidth Requirements	R257 679,00 inclusive of VAT	BCX	12 March 2009	<p>work.</p> <p>Having noted the report from Budget and Treasury to the effect that to accommodate the newly developed supplier Web Enquiry Portal, additional bandwidth will need to be provided by the current website hosts, Business Connexion (BCX), and given that such additional bandwidth cannot be provided by another supplier whilst BCX remain the hosts and further given that the cost of the additional bandwidth of 256 Kb is the same as originally tendered, it was</p> <p>RESOLVED:</p> <p>(a) That the Supply Chain Management Policy be departed from in terms of paragraph 36(1)(a)(v) thereof to dispense with the need for tenders.</p> <p>(b) That the total cost of the webhosting contract with BCX be increased by an amount of R257 679,00 inclusive of VAT.</p>
106.	Approval of a further lease agreement for the Energy Efficiency Centre	R422 684,70 inclusive of VAT plus municipal increases, with an option by the Municipality to renew annually for a further period of two years at an annual escalation of 10%.	Growthpoint Securitisation Warehouse Trust	16 March 2009	<p>Given the reasons advanced by the Executive Director : Electricity and Energy, in particular the need to retain the premises for the continued functioning of the Energy Efficiency Centre (as established by Council), the unavailability of suitable alter-native premises and the IT connection costs already incurred, it was</p> <p>RESOLVED:</p> <p>(a) That the invitation for tenders</p>

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					<p>be dispensed with in terms of Section 36(1)(a)(v) of the Supply Chain Management Policy.</p> <p>(b) That a new lease agreement be entered into with Growth-point Securitisation Warehouse Trust for the rental of office space situated at 66 Ring Road, Greenacres, Investec building, including seven allocated parking bays, for a period of one year ending 30 April 2010, at a cost of R422 684,7 inclusive of VAT plus municipal increases, with an option by the Municipality to renew annually for a further period of two years at an annual escalation of 10%.</p>
107.	Approval for the appointment of an expert consultant to facilitate, so that the Wind Farm co-ordinates with 2010 World Cup	R250 000,00, inclusive of VAT	Afri-Coast Engineers SA (Pty) Limited	16 March 2009	<p>Given the potential delays to the wind farm projects caused by the reorganization of CEF (Pty) Limited after its acquisition of its partners, the need to maintain momentum of the project as part of World Cup 2010 Green Goal, and the immersion of Afri-Coast in the project thus far, it was</p> <p>RESOLVED:</p> <p>(a) That the invitation for tenders be dispensed with in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy.</p> <p>(b) That, because of institutional knowledge and technical work done by Afri-Coast Engineers SA (Pty) Limited in this field, Afri-Coast Engineers SA (Pty)</p>

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					<p>Limited be appointed to carry out technical work outside the EIA of the Wind Farm, for the 2008/09 and 2009/10 financial years at a total cost not exceeding R250 000,00, inclusive of VAT, subject to an agreement being concluded with CEF (Pty) Limited that the funds would be reimbursed by them.</p>
108.	<p>Recision of Municipal Manager's Resolution to deviate from the provisions of the Municipal Supply Chain Management Policy for the appointment of a media consultant for 2010 Fifa World Cup Nelson Mandela Bay and authority to follow an open tender process instead</p>			16 April 2009	<p>Municipal Manager's Resolution No. 1271 dated 15 January 2009 authorised a deviation from the provisions of the Municipal Supply Chain Management Policy to appoint Mr Raymond Hartle on a short term basis to provide special media services for the 2010 FIFA World Cup Nelson Mandela Bay Directorate. However, Mr Raymond Hartle has since been appointed as a contractor for extensive work in Cape Town and is therefore no longer available as originally envisaged by the Directorate. In view thereof, it was</p> <p>RESOLVED:</p> <p>That Municipal Manager's Resolution No. 1271 dated 15 January 2009 be rescinded and that authority be granted to the 2010 FIFA World Cup South Africa Directorate to follow an open tender process for the designated work envisaged for a media consultant.</p>
109.	<p>Appointment of Contractor to Complete 11 Units at Motherwell Tjoks 2943</p>	<p>R323 986,00 VAT inclusive at 0%.</p>	Umongo Development	23 March 2009	<p>Given the reasons by the Executive Director : Housing and Land, specifically the economic factors influencing the contractor's inability to complete the project, it was</p>

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					<p>RESOLVED:</p> <p>(a) That the invitation for tenders be dispensed with in terms of Section 36(1)(a)(v) of the Supply Chain Management Policy.</p> <p>(b) That Umongo Development, the same contractor who was originally appointed by the Municipality be reappointed to erect the remaining 11 units in Motherwell Tjoks 2943 which were left in different stages of completeness, in the amount of R323 986,00 VAT inclusive at 0%.</p>
110.	Alterations to Traffic Services Sub-Directorate at Korsten – Extension of Scope of Work of Contract 2388	R1 394 245,82, inclusive of VAT	Zama Projects (Pty) Limited	30 March 2009	<p>Given the need to provide for additional work to address supplementary needs of the Traffic Services Sub-directorate and the deteriorating state of the building as established by the contractors and further given that Zama Projects (Pty) Limited are on site, it was</p> <p>RESOLVED:</p> <p>(a) That the invitation for tenders be dispensed with in terms of paragraph 36(1)(a)(v) of the Municipal Supply Chain Management Policy.</p> <p>(b) That the scope of Contract 2388 – alterations to Korsten Traffic Department – awarded to Zama Projects (Pty) Limited be extended to allow for additional work to be undertaken under the existing contract as detailed in the</p>

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					<p>Directorate's report at a cost of R1 394 245,82, inclusive of VAT.</p> <p>(c) That the overall value of Contract 2388 be increased by R1 394 245,82, inclusive of VAT from R1 675 000,00, inclusive of VAT to R3 069 245,82.</p>
111.	Road to 2010 and Legacy Programme of Host City at the Eastern Weekend Football Tournaments	R10 000,00	Ambassador Frankie Schoeman	30 March 2009	<p>Given that official referees are allocated by SAFA, that Host City Ambassadors have been appointed by the Executive Mayor and that such services cannot be obtained by competitive process, it was</p> <p>RESOLVED:</p> <p>(a) That in order to promote the 2010 Directorate's Road to 2010 and Legacy Programme at the Eastern Weekend Football Tournaments to be held in Uitenhage, Motherwell and the northern areas, between 10 and 13 April 2009, authority be granted to deviate from the provisions of paragraph 17 of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to pay for referees' fees and 2010 branded referee kits.</p> <p>(b) That in order to obtain the services of Ambassador Frankie Schoeman, one of the appointed 2010 NMB Host City Ambassadors, over the said period, authority be granted to deviate from the provisions of paragraph 17 of the Municipal</p>

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to pay for his services in an amount not exceeding R10 000,00.
112.	2010 Fifa World Cup Nelson Bay – Legacy Programme for hosting of a Soccer Level 1 Course for Coaches – 2 To 9 April 2009	R54 000,00 R20 000,00	Connex Travel Messrs Urban de Kok and Desmond Lewis	16 April 2009	<p>(a) In order to promote the 2010 FIFA World Cup Nelson Mandela Bay Directorate's Legacy Programme in respect of the Soccer Level 1 coaching course hosted between 2 to 9 April 2009 the actions of the Directorate to dispense with the invitation for tenders, due to short notice, to obtain a training venue and two trainers be condoned.</p> <p>(b) Authority was granted to deviate from the provisions of paragraph 36(1)(a)(v) of the Municipal Supply Chain Management Policy to pay Connex Travel an amount not exceeding R54 000,00 for the provision of a training venue.</p> <p>(c) Authority was granted to deviate from the provisions of paragraph 17 of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to pay Messrs Urban de Kok and Desmond Lewis, SAFA accredited conductors of the training course, for their services in an amount not exceeding R20 000,00.</p>
113.	Reduction of tender period from 30 Days to 14 Days in respect of Contract CE2505 – Upgrading of the Existing Soccer Pitch And Ancillary Works at Gelvendale Stadium for use as a practise ground for the 2010 Fifa			3 March 2009	The requirements of paragraph 22(2) of the Municipal Supply Chain Management Policy was departed from in terms of paragraph 36(1)(a)(v) of the policy and

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	World Cup				authority was granted to reduce the tender period from 30 days to 14 days in respect of Contract CE2505 for the upgrading of the existing soccer pitch and ancillary works at Gelvandale Stadium for use as a practice ground for the 2010 FIFA World Cup due to the late change from the Oval to Gelvandale Stadium.
114.	Extension of existing brief of Prof. Nan van den Berg of Form-A-Law – draft by-law – outdoor signs (advertising and other)	R22 500,00	Prof. van Den Berg's	20 March 2009	<p>As the public participation process for the Draft Outdoor Signs (Advertising and Other) By-law prepared by Prof. Nan van den Berg of Form-A-Law is now complete and coincidentally the First Draft of the Revised South African Manual for Outdoor Advertising Control (SAMOAC) Guidelines published by DEDA available for public comment and the municipality intends to comment thereon, it is considered appropriate that Prof. van Den Berg's brief be extended to inter alia assist with the assessment of the comments received during the public participation process and the assessment, drafting of comments on and incorporation of the SAMOAC Guidelines into the draft by-law as detailed in the letter by the Director : Land Planning and Management, it is</p> <p>That the brief of Prof. Nan van den Berg of Form-A-Law be extended as detailed above and in the report by the Director : Land Planning to re-assess and revise the Nelson Mandela Bay Municipality's Draft Outdoor Signs (Advertising and Other) By-law at an approximate cost of R22 500,00 and that the provisions of the Municipal Supply</p>

NO.	CONTRACT DESCRIPTION/ CONTRACT NO.	CONTRACT VALUE	NAME OF SERVICE PROVIDER	APPROVAL DATE	REASON FOR DEVIATION
					Chain Management Policy be departed from accordingly in terms of paragraph 36(1)(a)(v) to avoid the need for tenders.
115.	Expenditure for Ironman Support Programme – Traditional Dancers and Artists	R63 000,00 R8 000,00 R15 000,00 R16 800,00	14 traditional dance groups. Oyama Vanto, Shane Botha and Zamuxolo Mgoduka Transport Catering	31 March 2009	(a) The programme and budget for Ironman 2009 was approved for expenditure from Job No. 2009JCSE26385. (b) Given that artistic talent was not a commodity which would be comparatively measured and that the performers provide unique services not procurable in terms of competitive processes, authority was granted to the Executive Director : Economic Development and Recreational Services to depart to the extent necessary from the provisions of paragraph 17(b) of the municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to procure the services of 14 traditional dance groups at a cost of R63 000,00 and specialized choreography and co-ordination services by Oyama Vanto, Shane Botha and Zamuxolo Mgoduka to support the dance groups on 5 April 2009 at a cost of R8 000,00. (c) Transport for the groups at an approximate cost of R15 000,00 and catering at an estimated cost of R16 800,00 be procured by following normal supply chain management procedures (total estimated cost : R101 800,00).
116.	Purchase of Works of Art by Alan Alborough	R129 960,00	Art Intelligence	6 April 2009	Having regard to the Municipal

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	from Art Intelligence				Manager's resolution of 31 October 2008 regarding the approval of acquisition of works of art, and the fact that artistic pieces are unique and have individual merit and that it was accordingly not possible to acquire same by a competitive process as prescribed in the Supply Chain Management Policy, a departure from the Supply Chain Management Policy in terms of paragraph 36(1)(a)(iii) was hereby authorised, for the purchase of artworks from Art Intelligence in the amount of R129 960,00.
117.	Purchase of Host City Posters from Touchline Media	R203 678,58	Touchline Media	23 April 2009	<p>In terms of the Graphic Guidelines for the Use of Host City Posters (Premiums/Giveaways) Host City posters may only be purchased from the appointed licensee. The appointed licensee is Global Brands who in turn appointed Touchline Media as service provider to print the Host City posters for all host cities. 25 000 posters have been ordered by the 2010 FIFA World Cup related functions and events. Information regarding the sale of Host City posters by the Host City is currently also being determined.</p> <p>As it was clearly not possible to acquire the posters by a competitive process as prescribed in the Supply Chain Management Policy it was therefore</p> <p>RESOLVED:</p> <p>That authority be granted to depart from the provisions of paragraph 17 of the Municipal Supply Chain Management</p>

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					Policy in terms of paragraph 36(1)(a)(v) thereof to pay Touchline Media, the appointed service provider for the printing of the posters, for the 25 000 Host City posters ordered by the 2010 FIFA World Cup South Africa Directorate in the amount of R203 678,58.
118.	Renewal of Fidelity House Lease Agreement	<p>2009/10 R707 365,44 2010/11 R778 102,08 2011/12 R855 912,36 including VAT</p> <p>2009/10 R 871 908,48 2010/11 R 959 099,04 2011/12 R1 055 009,40</p> <p>annual rental with a 10% annual escalation in rental, inclusive of VAT, for 20 parking bays as follows:</p> <p>2009/10 - R68 400,00</p> <p>2010/11 - R75 240,00</p> <p>2011/12 - R82 764,00</p>	<p>Apexhi Properties Limited</p> <p>Apexhi Properties Limited</p>	7 April 2009	<p>As the MFMA precludes the conclusion of a contract for more than three years, the lease could not be renewed in terms of the option and the landlord required negotiation of rentals, and the need to retain the space to accommodate the needs of the Budget and Treasury Directorate, it was</p> <p>RESOLVED:</p> <p>(a) That authority be granted to depart from the provisions of paragraph 19 of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof.</p> <p>(b) That the lease agreement in respect of the ground floor lease, Fidelity House Building, presently occupied by the ATTP Subdirectorate, be renewed with Apexhi Properties Limited in terms of the new lease agreement for a further period of 3 years in terms of the new lease agreement proposal, inter alia as follows:</p> <ul style="list-style-type: none"> • rental of R62,00 per m², inclusive of VAT • annual rental with a 10% annual escalation in rental and

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					<p>operating cost including VAT as follows:</p> <p>2009/10 R707 365,44 2010/11 R778 102,08 2011/12 R855 912,36</p> <p>(c) That the lease agreement in respect of the 11th and 12th floor, Fidelity House Building, presently occupied by the Treasury and Financial Support Sub-directorate, be renewed in terms of the original lease agreement with Apexhi Properties Limited for a further period of 3 years in terms of the new lease agreement proposal, inter alia as follows:</p> <ul style="list-style-type: none"> • rental of R62,00 per m², inclusive of VAT • parking at R250,00 per day, inclusive of VAT • annual rental with a 10% annual escalation in rental and operating cost including VAT, as follows: <p>2009/10 R 871 908,48 2010/11 R 959 099,04 2011/12 R1 055 009,40</p> <ul style="list-style-type: none"> • annual rental with a 10% annual escalation in rental, inclusive of VAT, for 20 parking bays as follows: <p>2009/10 R68 400,00 2010/11 R75 240,00 2011/12 R82 764,00</p>
119.	Reduction of tender period from 30 Days to 21 days in respect of Contract CE2506 – Upgrading of Gelvandale Stadium			7 April 2009	The requirements of paragraph 22(2) of the Municipal Supply Chain Management Policy was departed

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	for use as a practice ground for the 2010 Fifa World Cup				from in terms of paragraph 36(1)(a)(v) of the policy and authority granted to reduce the tender period from 30 days to 21 days in respect of Contract CE2506 for the upgrading of Gelvandale Stadium for use as a practice ground for the 2010 FIFA World Cup.
120.	Appointment of Service Providers for Ward Programmes for forthcoming General Elections	R46 600,00	Catering suppliers Service providers	14 April 2009	<p>Having regard to the report by the Director : Constituency Services, it was</p> <p>RESOLVED:</p> <p>(a) That due to the need to appoint service providers acceptable to the communities in which they will operate and for catering suppliers who will provide groceries as opposed to package meals, and given that listed suppliers meet the above criteria, the Supply Chain Management Policy be departed from in terms of paragraph 36(1)(a)(v) and goods to the value listed in the schedules in the report be acquired from the service providers specified (petrol to be acquired from the most convenient outlet).</p> <p>(b) That the hiring of PA systems for 40 public meetings be authorised, subject to compliance with the Supply Chain Management Policy.</p> <p>(c) That expenditure of R46 600,00 on flyers and posters be approved, subject to compliance with the Supply Chain Management.</p>

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					(d) That expenditure as proposed by minority party programmes be approved, subject to compliance with the supply Chain Management policy (i.e. cash will not be paid to parties – proposed suppliers must be identified, with a cost attached to each, for consideration of a departure).
121.	Enclosure of Newton Park Swimming Pool – Erf 2178, Newton Park, Port Elizabeth – Extension Of Scope Of Work	R6 779 447,87, inclusive of VAT and contingencies of R100 000,00.	Zama Projects (Pty) Limited	20 April 2009	<p>(a) Authority was granted to depart from the provisions of paragraph 19 of the Municipality Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof.</p> <p>(b) The scope of Contract HL00043 : Enclosure of Newton Park Swimming Pool : Erf 2178, Newton Park, Port Elizabeth, awarded to Zama Projects (Pty) Limited was extended to allow for additional work to be undertaken under the existing contract as detailed in the Directorate's report in the amount of R6 779 447,87, inclusive of VAT and contingencies of R100 000,00.</p> <p>(c) The approved contract amount under Contract HL00043 was increased by R6 779 447,87 from R21 600 600,00 to R28 380 047,87 all inclusive of VAT.</p>
122.	Minor Plumbing and Building Repairs to Helenvale Primary School	R211 600,00	Lulana Construction	20 April 2009	As a competitive bidding process had been followed by the Department of Education, Section 32 of the Supply Chain Management Policy – procurement

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					of goods and services under contracts secured by other organs of state – was invoked, subject to a Service Level Agreement being concluded with the Department of Education, Lulana Construction be appointed to do Minor Plumbing and Building Repairs at the Helenvale Primary School in the amount of R211 600,00.
123.	Contract C5Q010723 – Repairs and Maintenance of Weighbridges		SA Scale Company	23 April 2009	SA Scale Company was appointed retrospectively to provide essential maintenance and repair services to computerised weighbridges and associated software, on the terms and conditions contained in Contract CSQ010723, on a month to month basis, pending the finalisation of the tender process, but in any event not later than 31 May 2009, and that the Supply Chain Management Policy be departed from accordingly in terms of paragraph 36(1)(a)(v) to avoid the need for tenders.
124.	Preparation of Annual Financial Statements for Centenary Hall Promotions	R22 000,00	Ms Mariella Hargreaves	20 May 2009	Ms Mariella Hargreaves has been preparing the Annual Financial Statements for Centenary Hall Promotions for a number of years. She is familiar with the accounting systems of the Centenary Hall Promotions and due to time constraints and as discussed with the Office of the Auditor-General she is in the best position to prepare the Annual Financial Statements of the Centenary Hall Promotions for the period 1 July 2008 to 30 April 2009 within the required timeframe. In view of the aforementioned a deviation from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) and (v) thereof

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					<p>is therefore requested to appoint Ms Mariella Hargreaves to perform this function.</p> <p>RESOLVED:</p> <p>That authority be granted to dispense with the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) and (v) thereof to appoint Ms Mariella Hargreaves to prepare the Annual Financial Statements of Centenary Hall Promotions for the period 1 July 2008 to 30 April 2009 at a cost of R22 000,00 based on time spent on the required work to be performed.</p>
125.	Preparation of Annual Financial Statements for Feather Market Promotions	R32 750,00	Ms Mariella Hargreaves	20 May 2009	<p>Ms Mariella Hargreaves has been preparing the Annual Financial Statements for Feather Market Promotions for a number of years. She is familiar with the accounting systems of the Feather Market Promotions and due to time constraints and as discussed with the Office of the Auditor-General she is in the best position to prepare the Annual Financial Statements of the Feather Market Promotions for the period 1 July 2008 to 30 April 2009 within the required timeframe. In view of the aforementioned a deviation from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) and (v) thereof is therefore requested to appoint Ms Mariella Hargreaves to perform this function.</p> <p>RESOLVED:</p> <p>That authority be granted to</p>

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					dispense with the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) and (v) thereof to appoint Ms Mariella Hargreaves to prepare the Annual Financial Statements of Feather Market Promotions for the period 1 July 2008 to 30 April 2009 at a cost of R32 750,00 based on time spent on the required work to be performed.
126.	Urgent permanent repairs to 132 kV overhead line tower at Chatty/Redhouse/Swartkops Overhead Line	R325 000,00	Lamont's Electrical	20 May 2009	<p>Due to vandalism, sections of steel and belts were removed from the base of a 132 kV overhead line tower at the Chatty/Redhouse /Swartkops 132 kV overhead line, causing the tower to lean precariously toward the second line supplying Swartkops also at 132 kV. The tower has been temporarily stayed, but acquires urgent permanent repairs to be carried out as detailed below. The Nelson Mandela Bay Municipality has appointed contractors to carry out overall line work and Lamont's Electrical, one of these contractors has the equipment and capacity to carry out the work necessary to rehabilitate the overhead line.</p> <p>Work to be carried out and estimated cost:</p> <p>Replacement of damaged and missing steelwork</p> <p>R135 000,00 Repairs to foundations</p> <p>R 40 000,00 Access road repairs</p> <p>R 75 000,00</p>

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					<p>All terrain high reach crane</p> <p>R 55 000,00 Contingency</p> <p>R 20 000,00</p> <p>Total (excluding VAT) R325 000,00</p> <p>RESOLVED:</p> <p>(a) That authority be granted to depart from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(i) thereof.</p> <p>(b) That the offer of Lamont's Electrical for the repair of the 132 kV overhead line tower on the Chatty/Redhouse/Swartkops 132 kV overhead line, in the amount of R370 500,00 inclusive of VAT be accepted.</p>
127.	Lease of Building for Motherwell Distribution Depot	R26 245,08 (inclusive of VAT) on a month-to-month basis		18 May 2009	The requirements of paragraph 18 of the Municipal Supply Chain Management Policy was departed from in terms of paragraph 36(1)(a)(v) thereof, and retrospective approval granted to lease the existing facility, from 1 April 2009 at a rate of R20,52/m ² - total R26 245,08 (inclusive of VAT) on a month-to-month basis for a maximum period of six months until a new three-year lease agreement was concluded.
128.	Management Policy – Human Rights Celebration – 21 March 2009 – Jabavu Stadium – Assistance with Transport	R94 000,00 including VAT	Algoa Bus Company	20 March 2009	(a) Approval was granted for the Nelson Mandela Bay Municipality to assist with the funding of transport costs to the value of R94 000,00 for the

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					<p>Human Rights Celebrations taking place on 21 March 2009 at the Jabavu Stadium in Uitenhage.</p> <p>(b) In view of the late notification to the Executive Director : Economic Development and Recreational Services to arrange transport for Human Rights Celebrations making it impossible for him to follow normal tender procedures and in view of the fact that Algoa Bus Company was the only supplier that could provide 50 buses at such short notice, authority was granted for the invitation for tenders to be dispensed with in terms of paragraph 36(1)(a)(v) of the Municipal Supply Chain Management Policy to engage the services of Algoa Bus Company at a cost of R94 000,00.</p> <p>(c) The action of the Executive Director : Economic Development and Recreational Services in using the services of Algoa Bus Company to convey members of the community to attend Human Rights Day Commemoration at Jabuva Stadium KwaNo-buhle at a cost of R94 000,00 including VAT, was condoned in terms of Section 36(1)(a)(v) of the Municipal Supply Chain Management Policy.</p>
129.	Purchase of a Work Of Art by Wim Botha from Michael Stevenson Fine Art	R71 820,00	Michael Stevenson Fine Art cc	7 April 2009	Having regard to the Municipal Manager's resolution of 31 October 2008 regarding the approval of

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					acquisition of works of art, and the fact that artistic pieces are uique and have individual merit and that it was accordingly not possible to acquire same by a competitive process as prescribed in the Supply Chain Management Policy, a departure from the Supply Chain Management Policy in terms of paragraph 36(1)(a)(iii) was hereby authorised, for the purchase of Five Authentic Discoveries by Wim Botha from Michael Stevenson Fine Art cc in the amount of R71 820,00.
130.	Purchase of Works Of Art by Anton Kannemeyer from the Photo-graphers Gallery	R20 000	Anton Kannemeyer	7 April 2009	Having regard to the Municipal Manager's reso-lution of 31 October 2008 regarding the approval of acquisition of works of art, and the fact that artistic pieces are unique and have individual merit and that it was accordingly not possible to acquire same by a competitive process as prescribed in the Supply Chain Management Policy, a departure from the Supply Chain Management Policy in terms of paragraph 36(1)(a)(iii) was hereby authorised, for the purchase of the following artworks from The Photographer Gallery in the amount of R20 000.
131.	Extension of Services – Omega Risk Solutions to Provide Security Services in the Mandela Bay Development Agency's (MBDA) Mandate Area		Omega Risk Solutions	7 April 2009	Authority was granted to deviate from the provisions of the Supply Chain Manage-ment Policy in terms of paragraph 36(1)(a)(v) to authorise Omega Risk Solutions to be appointed by the NMBM on a month-to-month basis until 30 June 2009 to enable the Executive Director : Safety and Security to complete the procurement process and to allow the implementation of the security plan within the MBDA mandate area to continue and that

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					the terms and conditions of the MBDA contract apply.
132.	Purchase of Works of Art by Maureen de Jager	R36 500,00	Maureen de Jager	7 April 2009	Having regard to the Municipal Manager's resolution of 31 October 2008 regarding the approval of acquisition of works of art, and the fact that artistic pieces are unique and have individual merit and that it was accordingly not possible to acquire same by a competitive process as prescribed in the Supply Chain Management policy, a departure from the supply Chain Management Policy in terms of paragraph 36(1)(a)(iii) was hereby authorised, for the purchase of works of art.
133.	Road to 2010 and Legacy Programme of Host City at the NMB MTN Splash Festival – 10 to 13 April 2009	R700 000,00	Magnetic Storm	9 April 2009	In order to promote the 2010 Directorate's Road to 2010 and Legacy Programme at the NMB MTN Splash Festival between 10 and 13 April 2009, authority was granted to deviate from the provisions of paragraph 17 of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to appoint Magnetic Storm, the appointed service provider for the Splash Festival, for exposure and branding opportunities at all of the events at the Splash Festival programme and the staging of a Beach Soccer Tournament in an amount not exceeding R700 000,00.
134.	Extension and Upgrading of Existing GPS (Global Positioning System)	R113 797,08, VAT inclusive	Geo Systems Africa	20 April 2009	Authority was granted to depart from the provisions of paragraph 18 of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof and Geo Systems Africa appointed for the extension and upgrading of the existing GPS used by the Housing and Land Directorate, in the amount

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135.	Contract Enquiry 2997 - Increase E-Mail and Internet Bandwidth	R92 160,00 per month, inclusive of VAT, for the period ending 28 February 2011, with a once-off installation cost of R3 420,00, inclusive of VAT.	NET Connect	20 April 2009	of R113 797,08, inclusive of VAT. As the increase in e-mail and Internet bandwidth required can only be provided by the current service provider, authority was granted to depart from the provisions of paragraph 19 of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof; and NET Connect appointed to provide the increase in Internet bandwidth to a minimum of 4Mbs in the amount of R92 160,00 per month, inclusive of VAT, for the period ending 28 February 2011, with a once-off installation cost of R3 420,00, inclusive of VAT.
136.	Big Screen Transmission of the Live Broadcast of the Presidential Inauguration 2009 from the Union Buildings	R42 000,00 R65 660,00	Loudhailing Buses	12 May 2009	The Office of the Premier was mandated by Central Government (Office of the Presidency) to provide big screens in all municipalities across the province in order to broadcast the presidential inauguration from the Union Buildings live on 9 May 2009. In addition the Nelson Mandela Bay Municipality was requested to provide transport to the community and loudhailing of the event hosted at the NMMU Missionvale Campus. The request was made at very short notice, as explained in the report by the Executive Director : Corporate Services, and it was therefore RESOLVED: That due to the limited time as a result of the late receipt of the notice of the Premier's Office to assist with loudhailing and buses for members of the community to the live broadcast of the presidential

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					<p>inauguration on a big screen at the Nelson Mandela Metropolitan University Missionvale Campus in the amount of R42 000,00 and R65 660,00 respectively, authority be granted to deviate from the provisions of the Municipal Supply Chain Management Policy in terms of paragraph 36(1)(a)(v) thereof to obtain the services of various service providers as detailed in the report by the Executive Director : Corporate Services.</p>
137.	Contract Enquiry 150 : Maintenance Contract for the South End Fire Station Passenger Lift	R16 416,00 inclusive of VAT, for the first year and increasing for the second and third years based on the Consumer Price Index	Otis (Pty) Limited	18 May 2009	<p>Having considered the reasons advanced by the Executive Director : Corporate Services, in particular the fact that Otis (Pty) Limited was the original designer and supplier of the lift, and further given the requirements of Regulation 6 of the OHS Act, it was</p> <p>RESOLVED:</p> <p>That, subject to confirmation that the price offered by Otis (Pty) Limited was fair, reasonable and competitive, authority be granted to depart from the provisions of paragraph 18 of the Municipal Supply Chain Management Policy in terms of Section 36(1)(a)(v) thereof and that –</p> <p>(i) Otis (Pty) Limited be retrospectively appointed from 1 April 2008 to carry out the monthly maintenance of the newly installed lift at the South End Fire Station at a cost of R1 368,00, inclusive of VAT, per month, until a new contract has been awarded;</p>

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					(ii) the offer of Otis (Pty) Limited for the maintenance and repair of the South End Fire Station lift, over a period of three years, under Contract Enquiry 150 in the amount of R16 416,00 inclusive of VAT, for the first year and increasing for the second and third years based on the Consumer Price Index, be accepted.

