

**AGENDA of the
Portfolio Committee : Finance & Economic Development
2012/10/23
(Also the agenda for the Mayoral Committee Meeting :
2012/10/31**

**SUPPLY CHAIN MANAGEMENT IMPLEMENTATION REPORT – 2012/2013: 1st
QUARTER: 01 JULY TO 30 SEPTEMBER 2012**

8/2/2

R la Cock

09 October 2012

(028) 313 8080

Corporate Head Office

1. Executive Summary

In terms of Clause 6(3) of Council's Supply Chain Management Policy, the Municipal Manager must, within 10 business days of each quarter, submit a report on the implementation of the Supply Chain Management Policy to the Executive Mayor.

The report contains the awards made through the bid committee system in terms of delegated authority as well as deviations from and minor breaches of the Supply Chain Management Policy, respectively approved and ratified by the Accounting Officer in terms of Clause 36 of the Supply Chain Management Policy, dated 25 September 2008 as amended. The reasons for the deviations incurred and the minor breaches ratified must be reported to Council in terms of Clause 36(2) of the Policy.

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate: Finance

Department: Supply Chain Management

3. Compliance with Strategic Priority/ies

Provision of democratic and accountable governance

Provision and maintenance of municipal services

4. Delegated Authority

None

5. Legal Requirements

Local Government: Municipal Finance Management Act 2003, (Act 56 of 2003)

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Local Government: Municipal Finance Management Act 2003, (Act 56 of 2003):
Municipal Supply Chain Management Regulations
Overstrand Municipality Supply Chain Management Policy dated 25 June 2008,
as amended.

6. Background/Discussion/Evaluation/Conclusion

Background

The purpose of this report is to ensure that Council maintains oversight over the Implementation of the Supply Chain Management Policy, specifically regarding, the awards made through the bid committee system for the 1st Quarter of the 2012/2013 financial year, 01 July to 30 September 2012, in order to comply with the requirements of Clause 6(3) of the Policy as well as deviations from the Policy (Annexure A).

A Awards by the Bid Adjudication Committee

The awards include approvals through the bid committee system from R30,000 up to R10 million, as well as awards recommended by the Bid Adjudication Committee for approval by the Municipal Manager.

A schedule of these awards for the 1st Quarter of 2012/2013 is attached as **Annexure B**.

B. Deviations- Clause 36(1)(a)

Clause 36(1)(a) of the policy (Annexure A) allows circumstances for deviations from the procurement processes. Furthermore the policy requires in Clause 36(2), that the reasons for any deviations from the procurement processes must be recorded and must be reported to Council at the ensuing Council meeting.

A schedule of all Deviations approved by the Municipal Manager for the 1st Quarter of 2012/2013, is attached as **Annexure C**.

C. Minor Breaches

Clause 36(1)(b) of the policy (Annexure A) allows circumstances for ratifying minor breaches of the procurement processes. Furthermore the policy requires in Clause 36(2), that the reasons for any minor breaches of the procurement processes must be recorded and reported to Council at the ensuing Council meeting.

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The following Minor Breach was considered and ratified by the Municipal Manager or the 1st Quarter of 2012/2013:

SC1239/2012	SCMB 001/2013: Supply Chain Management Policy: Ratification of Minor Breach in terms of Clause 36(1)(b): The advertising of quotation SC1239/2012: Compilation of the Annual Report 2011/2012 for the Overstrand Municipality over 4 business days instead of 5 business days
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7. Financial Implications

Bids are only awarded on condition that the required funds have been secured prior to the meeting of the Bid Adjudication Committee.

The total value of tenders awarded and deviations processed via the Supply Chain Management Unit for the 1st Quarter of 2012/2013, are as follows:

	Capital Amount (Excluding VAT, where applicable)	Operational Amount (Excluding VAT, where applicable)	VAT @ 14%	Total Value of Awards (Including VAT, where applicable)
Bid Awards	52,855,817.62	42,073,588.41	12,958,978.97	107,888,385.00
Deviations	2,386,324.83	446,774.75	395,585.34	3,228,684.92
TOTAL	55,242,142.45	42,520,363.16	13,354,564.31	111,117,069.92

8. Staff Implications

N/A

9. Comments from other Departments, Divisions and Administrations

None

10. Annexures

- Annexure A: Clause 6 & 36 of the Supply Chain Management Policy
- Annexure B: Schedule of awards made by the Bid Adjudication Committee
- Annexure C: Schedule of deviations from the procurement processes

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RECOMMENDATION TO COUNCIL:

1. that **cognisance be taken** of the awards made through the bid committee system for the 1st Quarter of *2012/2013*;
2. that **cognisance be taken** of the deviations from the procurement processes for the 1st Quarter of *2012/2013*;
3. that **cognisance be taken** of the minor breach of the procurement processes for the 1st Quarter of *2012/2013*.

RESPONSIBLE OFFICIAL : **Ms. Rita La Cock**

TARGET DATE FOR IMPLEMENTATION : **01 July 2012**

- 3) The accounting officer may not sub-delegate any supply chain management powers or duties to a person who is not an official of the Municipality or to a committee which is not exclusively composed of officials of the Municipality;
- 4) This paragraph may not be read as permitting an official to whom the power to make final awards has been delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 26 of this Policy.

5. Sub-delegations

- 1) The accounting officer may in terms of section 79 of the Act sub-delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this Policy, but any such sub-delegation must be consistent with subparagraph (2) of this paragraph and paragraph 4 of this Policy.
- 2) The power to make a final award –
 - a) above R10 million (VAT included) may not be sub-delegated by the accounting officer;
 - b) above R200 000 (VAT included), but not exceeding R10 million (VAT included), may be sub-delegated but only to a bid adjudication committee of which the chief financial officer or a senior manager is a member.
 - c) above R30 000 (VAT included) but not exceeding R200 000 may be sub-delegated to the official as per Council's delegation, attached as **Annexure E**, pertaining the purchase of goods and services.
- 3) An official or bid adjudication committee to which the power to make final awards has been sub-delegated in accordance with subparagraph (2) must within three (3) business days of the end of each month submit to the official referred to in subparagraph (4) a written report containing particulars of each final award made by such official or committee during that month, including–
 - a) the amount of the award;
 - b) the name of the person to whom the award was made; and
 - c) the reason why the award was made to that person.
- 4) A written report referred to in subparagraph (3) must be submitted to the accounting officer, in the case of an award by a bid adjudication committee of which the chief financial officer or a senior manager is a member.
- 5) Subparagraphs (3) and (4) of this policy do not apply to procurement out of petty cash.
- 6) This paragraph may not be interpreted as permitting an official to whom the power to make final awards has been sub-delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 26 of this Policy. Also refer to paragraph 4(4) and 5(2)(a) of this Policy.
- 7) No supply chain management decision-making powers may be delegated to an advisor or consultant.

6. Oversight role of council

- 1) Council must maintain oversight over the implementation of this Policy.
- 2) For the purposes of such oversight the Accounting Officer must –

- a) within 22 business days of the end of each financial year, submit a report on the implementation of this Policy and the supply chain management policy of any municipal entity under the sole or shared control of the municipality, to the council of the municipality; and
- b) Whenever there are serious and material problems in the implementation of this Policy, immediately submit a report to Council.
- 3) The accounting officer must, within ten (10) business days of the end of each quarter, submit a report on the implementation of the supply chain management policy to the Executive Mayor through the Finance Portfolio Committee.
- 4) The availability of these reports must be made public in accordance with section 21A of the Local Government Municipal Systems Act 32, 2002

7. Supply Chain Management Unit

- 1) A supply chain management unit is hereby established to implement this Policy.
- 2) The supply chain management unit operates under the direct supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the Act.

8. Training of supply chain management officials

The training of officials involved in implementing this Policy should be in accordance with relevant legislation, including Treasury guidelines on supply chain management.

33. Procurement of goods necessitating special safety arrangements

- 1) The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gases and fuel, should be avoided where ever possible.
- 2) Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the employee duly authorised in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

34. Proudly SA Campaign

The Municipality supports the Proudly SA Campaign to the extent that, as far as possible, preference is given to procuring local goods and services.

35. Appointment of consultants

- 1) The accounting officer may procure consulting services provided that any Treasury guidelines and CIDB requirements in respect of consulting services are taken into account when such procurements are made.
- 2) Consultancy services must be procured through competitive bids if
 - a) the value of the contract exceeds R200 000 (VAT included); or
 - b) the duration period of the contract exceeds one year.
- 3) In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of –
 - a) all consultancy services provided to the municipality in the last five years; and
 - b) any similar consultancy services provided to the municipality in the last five years.
- 4) The accounting officer must ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the Municipality.

36. Deviation from, and ratification of minor breaches of, procurement processes

- 1) The accounting officer may –
 - a) dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only-
 - i) in an emergency; (An emergency is an unforeseeable and sudden event with harmful or potentially harmful consequences for the municipality which requires urgent action to address.)

Circumstances that warrant emergency dispensation, includes but are not limited to -

 - A. the possibility of human injury or death,
 - B. the prevalence of human suffering or deprivation of rights,
 - C. the possibility of damage to property, or suffering and death of livestock and animals,

- D. the interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the municipality as a whole,
- E. the possibility of serious damage occurring to the natural environment,
- F. the possibility that failure to take necessary action may result in the municipality not being able to render an essential community service,
- G. the possibility that the security of the state could be compromised.

The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal tender process.

- ii) if such goods or services are produced or available from a single provider only;
 - iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
 - iv) acquisition of animals for zoos and/or nature and game reserves; or
 - v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes
- b) ratify any minor 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; and
 - c) may condone any irregular expenditure incurred in contravention of, or that is not in accordance with a requirement of this Policy, provided that such condonation and the reasons therefore shall be reported to Council at the next ensuing meeting.
- 2) The accounting officer must record the reasons for any deviations in terms of subparagraphs (1)(a) and (b) of this policy and report them to the next Council Meeting and include as a note to the annual financial statements.
 - 3) Subparagraph (2) does not apply to the procurement of goods and services contemplated in paragraph 11(2) of this policy.

37. Unsolicited bids

- 1) In accordance with section 113 of the Act there is no obligation to consider unsolicited bids received outside a normal bidding process.
- 2) The accounting officer may decide in terms of section 113(2) of the Act to consider an unsolicited bid, only if –
 - a) the product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;
 - b) the product or service will be exceptionally beneficial to, or have exceptional cost advantages;
 - c) the person who made the bid is the sole provider of the product or service; and
 - d) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.



SUPPLY CHAIN MANAGEMENT POLICY

TENDER AWARDS TO THE BIDDER SCORING THE HIGHEST POINTS IN TERMS OF COUNCIL'S PREFERENTIAL PROCUREMENT POLICY

TENDERS & FORMAL WRITTEN QUOTATIONS FOR THE 1st QUARTER of 2012/13: 01 July to 30 September 2012

#	Tender #	Description	Responsible Official	Area	Date Awarded	Awarded to	Completion Period	Unit Price	Unit Price	Amount Operational	Amount Capital	VAT @ 14%	Total Amount (Including VAT)
1	SC1190/2012	Substation 66/11kv Hermanus	Du Plessis K	Hermanus	2012.06.29	ABB South Africa (Pty) Ltd	60 Weeks			-	28,389,377.89	3,974,512.90	32,363,890.79
2	SC1199/2012	Supply and delivery of printing paper and ink cartridges	Swarts V	Overstrand	2012.07.06	Various Suppliers	2014.06.30	Escalation limited to CPI		-	-	-	-
2	SC1199/2012	Supply and delivery of printing paper and ink cartridges	Swarts V	Overstrand	2012.07.06	Bytes Technology Group SA (Pty) Ltd	2014.06.30	Estimated value of award		295,801.79	-	41,412.25	337,214.04
2	SC1199/2012	Supply and delivery of printing paper and ink cartridges	Swarts V	Overstrand	2012.07.06	Zenobia Trading 209 CC	2014.06.30	Estimated value of award		28,008.55	-	-	28,008.55
2	SC1199/2012	Supply and delivery of printing paper and ink cartridges	Swarts V	Overstrand	2012.07.06	Rays Graphic Print CC	2014.06.30	Estimated value of award		21,591.45	-	3,022.80	24,614.25
2	SC1199/2012	Supply and delivery of printing paper and ink cartridges	Swarts V	Overstrand	2012.07.06	Khusela Solutions (Pty) Ltd	2014.06.30	Estimated value of award		809,449.37	-	113,322.91	922,772.28
3	SC1210/2012	Maintenance and Support Services for the RF network and PABX system	Van Staden J	Overstrand	2012.07.06	Gijima Holdings (Pty) Ltd	2015.06.30	Monthly rate escalating @ CIPX annually	48,417.00	1,849,684.00	-	258,955.76	2,108,639.76
4	SC1215/2012	Cash-in-transit Services	Hooneberg E	Overstrand	2012.07.06	G4S Cash Solutions SA (Pty) Ltd	2015.06.30	Monthly rate no escalation applicable	12,573.33	452,640.00	-	63,369.60	516,009.60
5	SC1216/2012	Provision of Parking Management System for the Hermanus Central Business District	Frazer R	Hermanus	2012.07.13	Red Flare Technologies (Pty) Ltd	12 Months	17.5% incl VAT		346,500.00	-	48,510.00	395,010.00
1	SC1209/2012	Supply, Delivery and Installation of office machines Hermanus	Smit E	Hermanus	2012.07.13	Cape Office Machines (Pty) Ltd	2015.06.30	Various rates & estimated expenditure		504,938.52	-	70,691.39	575,629.91
2	SC1220/2012	Provision of a meter reading solution on a mobile device	Hooneberg E	Overstrand	2012.08.17	Motla Consulting Engineers (Pty) Ltd	2015.06.30	Various fixed unit rates		492,000.00	-	68,880.00	560,880.00
3	SC1222/2012	Provision of electricity and water meter reading services	Hooneberg E	Overstrand	2012.08.31	Various service providers	2015.06.30	Fixed for 3 years					
3	SC1222/2012	Provision of electricity and water meter reading services	Hooneberg E	Overstrand	2012.08.31	Kuntwele Emanzi Ventures CC	2015.06.30	3.74		1,413,637.72	-	197,909.28	1,611,547.00
3	SC1222/2012	Provision of electricity and water meter reading services	Hooneberg E	Overstrand	2012.08.31	RW Arendse	2015.06.30	2.80		2,005,146.60	-	-	2,005,146.60
3	SC1222/2012	Provision of electricity and water meter reading services	Hooneberg E	Overstrand	2012.08.31	Botes Contractors	2015.06.30	1.70		295,762.60	-	-	295,762.60
3	SC1222/2012	Provision of electricity and water meter reading services	Hooneberg E	Overstrand	2012.08.31	GK Cleaning Services	2015.06.30	2.20		36,352.80	-	-	36,352.80
4	SC1224/2012	Provision of GIS services in the Overstrand area	Rauch L	Overstrand	2012.08.31	Environmental Systems Research Institute SA (Pty) Ltd	2015.06.30	Various Unit Rates		551,250.00	-	77,175.00	628,425.00

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TENDERS & FORMAL WRITTEN QUOTATIONS FOR THE 1st QUARTER of 2012/13: 01 July to 30 September 2012

#	Tender #	Description	Responsible Official	Area	Date Awarded	Awarded to	Completion Period	Unit Price	Unit Price	Amount Operational	Amount Capital	VAT @ 14%	Total Amount (Including VAT)
5	SC1228/2012	Supply & Delivery of Cement	Myburgh F	Gansbaai	2012.08.17	Strand Paint & Hardware	2012.12.31	74.12	-	106,736.84	-	14,943.16	121,680.00
6	SC1239/2012	Compilation of Annual Report 2011/2012	Arrison D	Overstrand	2012.08.20	Ignite Advisory Services (Pty) Ltd				61,245.00	-	8,574.30	69,819.30
1	SC1235/2012	Rehabilitation Rugby Field, Protea Dorp Kleinmond	Bartman M	Kleinmond	2012.09.13	MEC Landscape Construction	0	5 Months	-	148,750.00	-	20,825.00	169,575.00
2	SC1236/2012	Chemical Control of weed on sport turf in Overstrand	Bartman M	Overstrand	2012.09.13	Henning & Henning t/a Henchem	0	2015.06.30	Broadleaf weeds per hectare- R750 Bi-annual broadleaf weeds per hectare R950	155,000.00	-	21,700.00	176,700.00
3	SC1213/2012	Hermanus Parallel Road Project Phase 1 - Construction of Mbeki Street and associated roads	Hendricks D	Hermanus	2012.09.28	Peter Starke & Annev Construction JV	0	58 Weeks	-	-	13,684,210.52	1,915,789.47	15,599,999.99
4	SC1218/2012	The re-surfacing and rehabilitation of roads in the Overstrand	Bartman M	Overstrand	2012.09.28	Zebra Surfacing (Pty) Ltd & Isidima Civils (Pty) Ltd JV	3	18 Months	-	34,900,679.38	-	4,886,095.11	39,786,774.49
5	SC1221/2012	Provision of an electricity vending system	Hooneberg E	Overstrand	2012.09.28	Syntell (Pty) Ltd	2	2015.06.30	Various fixed unit rates	8,380,643.00	-	1,173,290.02	9,553,933.02
										52,855,817.62	42,073,588.41	12,958,978.97	107,888,385.00

Supply Chain Management Policy

Annexure C – Deviations from the Policy, Approved in terms of Clause 36(1)(a) for 1st QUARTER of 2012/13: 01 July to 30 September 2012

#	Deviation #	Approved	Deviation in terms of Clause 36(1)(a)	Description	Responsible Official	Awarded to	Amount Operational	Amount Capital	VAT @ 14%	Value of the Deviation
1	SCD2486	2012.07.10	Clause 36(1)(a)(v)- Impractical or impossible	Procurement of credits for a postage franking machine for Gansbaai from the sole service provider for this specific equipment	Myburgh F	Earlyworx 282 (Pty) Ltd	40,000.00		5,600.00	45,600.00
2	SCD2487	2012.07.10	Clause 36(1)(a)(v)- Impractical or impossible	Repair of a storm damaged communications dish at the Hawston Library & Thusong Centre by the approved service provider	Van Staden J	Gijima Holdings (Pty) Ltd	5,925.00		829.50	6,754.50
3	SCD2488	2012.08.03	Clause 36(1)(a)(v)- Impractical or impossible	License fees for the use of the Traffic Contravention System software by the owner of the software for the 2012/13 financial year	Fraser R	Total Client Services (Pty) Ltd	48,800.00		6,832.00	55,632.00
4	SCD2489	2012.07.10	Clause 36(1)(a)(v)- Impractical or impossible	License fees for the use of the Innkeeper software for caravan park reservations by the owner of the software for the 2012/13 financial year	Kearney D	PSD Distribution Africa (Pty) Ltd	5,239.46		733.52	5,972.98
5	SCD2490	2012.07.10	Clause 36(1)(a)(v)- Impractical or impossible	Maintenance of bulk sewage tanks by the sole service provider approved and authorised to do so	Franken H	Flotron Instrumentation Services (Pty) Ltd	4,475.00		626.50	5,101.50
6	SCD2491	2012.07.10	Clause 36(1)(a)(v)- Impractical or impossible	Maintenance charges per copy of leased multi-functional office machines on a month-to-month basis for an interim period during the procurement of replacement equipment for June 2012	Van Staden J	Cape Office Machines (Pty) Ltd	977.07		136.79	1,113.86
7	SCD2492	2012.07.12	Clause 36(1)(a)(ii)- Sole suppliers	Calibration of Truvelo speed law enforcement equipment by the sole supplier of the equipment	Isaacs LR	Truvelo Manufacturers (Pty) Ltd	9,809.04		1,373.27	11,182.31
8	SCD2493	2012.07.16	Clause 36(1)(a)(v)- Impractical or impossible	Repair of roller door cupboard by the supplier of the furniture	Muller S	All Office Equipment (Pty) Ltd	1,132.00		158.48	1,290.48

#	Deviation #	Approved	Deviation in terms of Clause 36(1)(a)	Description	Responsible Official	Awarded to	Amount Operational	Amount Capital	VAT @ 14%	Value of the Deviation
9	SCD2494	2012.07.13	Clause 36(1)(a)(v)- Impractical or impossible	Provision of web-based monitoring of electricity power distribution network by the sole provider of the system for the period 01 July to 31 December 2012	Du Plessis JH	CT Lab (Pty) Ltd	60,000.00		8,400.00	68,400.00
10	SCD2495	2012.09.05	Clause 36(1)(a)(v)- Impractical or impossible	Construction of sewer line in Harbour Road north of the Circle (Kleinmond Harbour Development) by the contractor appointed by the developer of the site, who is already established on the site and following an official procurement process might cause undue delays and have additional cost implications for the completion of the development	Senior Manager: Engineering Services, Hendriks D	Wharfside Development Kleinmond (Pty) Ltd	-	371,018.75	51,942.63	422,961.38
11	SCD2496	2012.07.20	Clause 36(1)(a)(v)- Impractical or impossible	Design & manufacture of unique history boards at Hermanus Pietersfontein by a specialist service provider	Kearney D	Inspirations @ Home Work Play	5,440.00		-	5,440.00
12	SCD2497	2012.07.20	Clause 36(1)(a)(v)- Impractical or impossible	Provision of TCS Software maintenance license for ID & License scanners for 2012/13 by the sole supplier	Fraser R	Total Client Services Ltd	5,400.00		756.00	6,156.00
13	SCD2498	2012.07.20	Clause 36(1)(a)(v)- Impractical or impossible	Strip-and-quote repair of hinges for the sweeper blades of a refuse compactor truck	Arendse JJ	Transtech	23,780.48		3,329.27	27,109.75
14	SCD2499	2012.07.20	Clause 36(1)(a)(v)- Impractical or impossible	Re-condition of engine of backhoe loader after three quotations were obtained without advertising on Council's website and notice boards	Arendse JJ	Worcester Engine Centre	35,928.00		5,029.92	40,957.92
15	SCD2500	2012.07.26	Clause 36(1)(a)(v)- Impractical or impossible	Re-condition of engine of fire engine truck after three quotations were obtained without advertising on Council's website and notice boards	Arendse JJ	Automotive Dynamix	41,202.45		5,768.34	46,970.79
16	SCD2502	2012.07.27	Clause 36(1)(a)(v)- Impractical or impossible	Repair of curtain rail in auditorium during the Kalfieees in 2011 as a strip-and-quote prior to approval of a deviation	Area Manager: Hermanus: D Kearney	Anza Curtains	1,000.00	-	-	1,000.00

#	Deviation #	Approved	Deviation in terms of Clause 36(1)(a)	Description	Responsible Official	Awarded to	Amount Operational	Amount Capital	VAT @ 14%	Value of the Deviation
17	SCD2503	2012.07.31	Clause 36(1)(a)(v)- Impractical or impossible	Provision of Parking Management Services by the existing supplier, from the 1st to the 31st of August 2012, to ensure continued service delivery and a smooth transition to the new service provider (SC1216/2012)	Director : Protection Services: N Michaels	Buyambo Holdings	9,377.89	-	1,312.90	10,690.79
18	SCD2504	2012.08.01	Clause 36(1)(a)(v)- Impractical or impossible	Strip-and-quote repair of fault with two-way hand-held radio, which failed to power on, by the approved service provider.	The Acting Manager: ICT J van Staden	Benliekor Communications CC	1,783.40	-	249.68	2,033.08
19	SCD2505	2012.08.01	Clause 36(1)(a)(v)- Impractical or impossible	The identification and repair of fault with four municipal vacuum cleaners, via a strip-and-quote process.	Area Manager: Hermanus: D Kearney	Op-Sy-Kop Vac Shop	1,050.00	-	-	1,050.00
20	SCD2506	2012.08.30	Clause 36(1)(a)(v)- Impractical or impossible	Mining of gravel for road maintenance on Portion 40 of the Farm Uylenkraal no. 695, per a permit, without following the standard procurement process, due to the large cost saving resulting from this special agreement.	Manager: Operational Services, D Crafford	Groenewald CS	300,000.00	-	42,000.00	342,000.00
21	SCD2507	2012.08.01	Clause 36(1)(a)(v)- Impractical or impossible	The identification and repair of faults with fountain festival lights, via a strip-and-quote process, by the original supplier/importer.	Senior Manager: Electro Technical Services D Maree	Candi-Lite Cables CC	10,250.00	-	1,435.00	11,685.00
22	SCD2508	2012.08.03	Clause 36(1)(a)(ii)- Sole suppliers	The provision of training, by the exclusively accredited service provider, to ensure that the nominated employees achieve the required full accreditation.	Senior Manager: Human Resources L Bucchianeri	NOSA (Pty) Ltd	11,394.74	-	1,595.26	12,990.00
23	SCD2509	2012.08.06	Clause 36(1)(a)(v)- Impractical or impossible	The identification and repair of fault with the municipal trailer's (CAM22845) wiring and lighting, which had eroded, via a strip-and-quote process.	Manager: Corporate Projects: JJ Arendse	Supa Quick Kleinmond	487.67	-	68.27	555.94
24	SCD2510	2012.08.06	Clause 36(1)(a)(v)- Impractical or impossible	License fees for the use of the Innkeeper software at the Palmiet / Kleinmond caravan park by the owner of the software for the 2012/13 financial year	The Area Manager: Kleinmond Administration Jonkheid C	PSD Distribution Africa (Pty) Ltd	6,725.47	-	941.57	7,667.04
25	SCD2511	2012.08.08	Clause 36(1)(a)(v)- Impractical or impossible	Procurement of a submersible solids handling pump for the Zwelihle Main Pump Station by the sole authorised agent and distributor.	Principle Technician: Operational, D Nel	HSM Amanzi CC	-	75,756.00	10,605.84	86,361.84

#	Deviation #	Approved	Deviation in terms of Clause 36(1)(a)	Description	Responsible Official	Awarded to	Amount Operational	Amount Capital	VAT @ 14%	Value of the Deviation
26	SCD2512	2012.08.30	Clause 36(1)(a)(v)- Impractical or impossible	Extension of the eMIS license and support agreement for a period of four months, ending 31 January 2013, to coincide with the termination of the PlantMan agreement, and thereby mitigate any potential operational risks.	Acting Manager: IT Communication & Technology, Van Staden JJ	Water Management Services CC	135,675.03	-	18,994.50	154,669.53
27	SCD2513	2012.08.08	Clause 36(1)(a)(v)- Impractical or impossible	Maintenance charges per copy of leased multi-functional office machines on a month-to-month basis for an interim period during the procurement of replacement equipment for June 2012	Acting Manager: IT Communication & Technology, Van Staden JJ	Cape Office Machines (Pty) Ltd	29,158.42	-	4,082.18	33,240.60
28	SCD2514	2012.08.10	Clause 36(1)(a)(v)- Impractical or impossible	The expansion of security alarm monitoring services at the buildings of the Traffic and Housing departments by the current service provider, while remaining within the original contract period.	ADT Security (Pty) Ltd, D Esau	ADT Security (Pty) Ltd	2,796.73	-	391.54	3,188.27
29	SCD2515	2012.08.20	Clause 36(1)(a)(v)- Impractical or impossible	The extension of a lease agreement of a container, for the purpose of storage, at the Hawston sports field in order to save on costs and time, relating to delivery and collection.	Area Manager: Hermanus: D Kearney	Rent A Container	2,420.00	-	338.80	2,758.80
30	SCD2516	2012.08.17	Clause 36(1)(a)(v)- Impractical or impossible	The identification and repair of faults with the municipal grader's (CEM2445) diesel pump, which was heavily worn, via a strip-and-quote process.	Manager: Corporate Projects: JJ Arendse	Worcester Engine Centre	16,659.00	-	2,332.26	18,991.26
31	SCD2517	2012.08.17	Clause 36(1)(a)(ii)- Sole suppliers	Procurement of credits for a postage franking machine for Hermanus from the sole service provider for this specific equipment	Manager: Council Support Services, Van Tonder H	Earlyworx 282 (Pty) Ltd	17,543.86	-	2,456.14	20,000.00
32	SCD2518	2012.08.17	Clause 36(1)(a)(v)- Impractical or impossible	Strip-and-quote repair of fault with two-way hand-held radio, which had faulty antenna's and volume knobs, by the approved service provider.	Acting Manager: IT Communication & Technology, Van Staden JJ	Benliekor Communications CC	1,798.00	-	251.72	2,049.72
33	SCD2519	2012.08.20	Clause 36(1)(a)(v)- Impractical or impossible	Renewal of agreement for the setting up of municipal tariffs & training for the period ending June 2013 by the original implementer and developer of the current system.	Senior Manager: Chief Electrical Services, Du Plessis JH	PJ Technologies Cape CC	7,976.00	-	1,116.64	9,092.64

#	Deviation #	Approved	Deviation in terms of Clause 36(1)(a)	Description	Responsible Official	Awarded to	Amount Operational	Amount Capital	VAT @ 14%	Value of the Deviation
41	SCD2528	2012.09.05	Clause 36(1)(a)(ii)-Sole suppliers	The repair of the damaged H-Frame and buckets of Caterpillar 422E Backhoe Loader, by the authorized dealer of Caterpillar branded products, including parts, for the Southern African region.	Manager: Corporate Projects: JJ Arendse	Barlworld Equipment	50,675.52		7,094.57	57,770.09
42	SCD2529	2012.09.05	Clause 36(1)(a)(v)-Impractical or impossible	Strip-and-quote repair of fault with two-way hand-held radio, which either could not charge, had no reception, or required parts to be replaced, by the approved service provider.	Acting Manager: IT Communication & Technology, Van Staden JJ	Benliekor Communications	1,514.00		211.96	1,725.96
43	SCD2530	2012.09.05	Clause 36(1)(a)(v)-Impractical or impossible	Appointment of a service provider for the development of Spatial Development Frameworks over a period of a year as a natural continuation of the appointment in terms of SC429/2008 for work already commenced in terms of the contract	Senior Manager: Planning & Property Administration, Kuchar R	Urban Dynamics (Pty) Ltd	1,206,440.35		168,901.65	1,375,342.00
44	SCD2531	2012.09.07	Clause 36(1)(a)(v)-Impractical or impossible	The identification and repair of faults with Tiger NX3F breaker, which is needed to safely handle overcurrent situations, via a strip-and-quote process.	Superintendent: Electro Technical Services, Lourens D	De Kock & Cronje CC	23,830.00		3,336.20	27,166.20
45	SCD2532	2012.09.10	Clause 36(1)(a)(v)-Impractical or impossible	Strip-and-quote repair of fault with two-way hand-held radio, which would not turn on, by the approved service provider.	Acting Manager: IT Communication & Technology, Van Staden JJ	Benliekor Communications	629.00		88.06	717.06
46	SCD2533	2012.09.10	Clause 36(1)(a)(i)-Emergencies	Emergency assessment of industrial switching gear after an explosion at the Industrial Switching Station – Hermanus via a strip-and-quote process	Deputy Director: Electrotechnical Services, Louw D	ABB SA (Pty) Ltd	6,917.74		968.48	7,886.22
47	SCD2534	2012.09.12	Clause 36(1)(a)(v)-Impractical or impossible	The identification and repair of fault with a HP M2727 printer, which needed to have a formatter and scanner motor repaired, via a strip-and-quote process.	Acting Manager: IT Communication & Technology, Van Staden JJ	Heldertech	1,210.00		169.40	1,379.40
48	SCD2535	2012.09.12	Clause 36(1)(a)(v)-Impractical or impossible	The identification and repair of a diesel boiler at the Onrus Caravan Park via a strip-and-quote process.	Senior Resort Manager, Potgieter R	Pro Heat & Energy Electrical CC	877.19		122.81	1,000.00

#	Deviation #	Approved	Deviation in terms of Clause 36(1)(a)	Description	Responsible Official	Awarded to	Amount Operational	Amount Capital	VAT @ 14%	Value of the Deviation
49	SCD2536	2012.09.14	Clause 36(1)(a)(ii)-Sole suppliers	The Calibration of the BW Technologies Gas Alert Microclip Detector of the Fire Services Department , by the sole Authorised Agent within the Western Cape	Chief: Fire & Disaster, Jacobs A	Invuyani Safety	600.00		84.00	684.00
50	SCD2537	2012.09.18	Clause 36(1)(a)(i)-Emergencies	Emergency repair of industrial switching gear after an explosion at the Industrial Switching Station – Hermanus via a strip-and-quote process	Deputy Director: Electrotechnical Services, Louw D	ABB SA (Pty) Ltd	135,773.73		19,008.32	154,782.05
51	SCD2538	2012.09.17	Clause 36(1)(a)(ii)-Sole suppliers	The procurement of mouthpieces for Drager Alcotest 6810 breathalyzer by the sole importer, supplier and service company for Drager equipment in South Africa	Chief: Traffic Services: R Fraser	Drager South Africa (Pty) Ltd	520.00		72.80	592.80
52	SCD2539	2012.09.14	Clause 36(1)(a)(v)-Impractical or impossible	The repair of specialised fire protective clothing, which must meet specific NFPA and SABS standards, by the company authorised to repair LYMAE clothing and who is the sole distributor of LYMAE products in the Western Cape.	Chief: Fire & Disaster, Jacobs A	Invuyani Safety	592.10		82.89	674.99
53	SCD2540	2012.09.19	Clause 36(1)(a)(v)-Impractical or impossible	The assessment and repair of a storm water manhole in Hermanus main road, which has begun collapsing, via a strip-and-quote process.	Principal Technician, Nel D	Alan Bailey Civils CC	6,877.19		962.81	7,840.00
54	SCD2541	2012.09.21	Clause 36(1)(a)(ii)-Sole suppliers	The identification and repair of fault with a ProvoGraph meter, used to monitor the quality of electrical power, by the sole manufacturer and supplier of the specific meter.	Superintendent: Electro Technical Services, Lourens D	CT Lab (Pty) Ltd	3,796.00		531.44	4,327.44
55	SCD2543	2012.09.28	Clause 36(1)(a)(v)-Impractical or impossible	The identification and repair of faults with high-pressure steam machines, which are out of warranty, via a strip-and-quote process.	Manager: Corporate Projects: JJ Arendse	Boland Hoëdrukspuite (Pty) Ltd	9,163.95		1,282.95	10,446.90
							2,386,324.83	446,774.75	395,585.34	3,228,684.92