

7.9

PROPOSED AMENDMENT OF CONTRACT SCD 3599/2024 FOR PROVISION OF ACCOMMODATION FOR IMPOUNDED CATS AND DOGS IN THE OVERSTRAND AREA

J Du Toit
24 June 2025

Chief: Law Enforcement

(028) 313 5096

1. Executive Summary

Law Enforcement of the Overstrand Municipality: Municipal Public Safety requires the services of a service provider to accommodate dogs and cats impounded by Municipal Public Safety officials as empowered by the Overstrand Municipality By-law relating to the keeping of Dogs and Cats P.N 6540/2008.

Overstrand Municipality has an existing contract, SCD 3599/2024 with Hermanus Animal Welfare Society, Kleinmond Animal Welfare Society, Stanford Animal Welfare Society & Birkenhead Animal Rescue Centre.

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate: Municipal Public Safety
Department: Law Enforcement

3. Compliance with Strategic Priorities

Provision and maintenance of municipal services
Creation and maintenance of a safe and healthy environment
The encouragement of structured community participation in the matters of the municipality

4. Delegated Authority

None

5. Legal Requirements

Overstrand Municipality bylaw relating to the keeping of Dogs and Cats P.N 6540/2008.

6. Background/Discussion/Evaluation/Conclusion

A tender document was completed for the 2024/2025 financial year but only one bidder had applied for Hermanus area who also did not qualify. There are no other Animal Welfare Society's in the areas other than Haws for Hermanus, Kaws for Hangklip/Kleinmond, BARC for Gansbaai & SAWS for Stanford area.

Requirements are an accommodation facility for the impounded cats and dogs in the Overstrand Municipality area which should also be a safe recovery facility, if and when necessary. Besides the above, other necessities are animal sterilizations, euthanasia, parasite control and feral cat entrapment, if and when required. The requirements are to improve service delivery and cost effectiveness. It is important for the facilities to be located within the specific area namely Hangklip/Kleinmond, Hermanus, Gansbaai & Stanford. It is of utmost importance to appoint a bidder in the different areas as required by the by-law.

The Municipality has followed various tender and quotation processes testing the market in the past with no success. Therefore, it is requested to amend the existing contract, SCD 3599/2024 for the next three financial years ending 30 June 2028 to ensure that service delivery continues.

7. Financial Implications

Source of Funding Operating Budget Provisions

Unique Key	: 2024 0722 0007 57
Cost Account	: 1878 0200 6100 00
Item Description	: Veterinary Services
Budget Provision 2025/2026	: R1 000 000
Spent to Date/Committed	: R1 000 000
Balance Available	: R
Funds Required *This report)	: R

8. Staff Implications

Difficulty for Law Enforcement Officers to solve dog and cat related complaints received in contravention with Overstrand Municipality bylaw relating to the keeping of Dogs and Cats P.N 6540/2008.

9. Comments from other Departments, Divisions and Administrations

None

10. Annexures

- Annexure A: Approved deviation SCD3599/2024
- Annexure B: MBD 7.2 Contract forms for rendering of Services
- Annexure C: Intend to amend contracts
- Annexure D: Publish Public Notice dated 14 May 2025


RECOMMENDATION TO THE COUNCIL:





That cognisance be taken of the reasons for the proposed amendment of the existing contract, SCD 3599/2024 for the next three financial years ending 30 June 2028 to ensure that service delivery continues in terms of Overstrand Municipality bylaw relating to the keeping of Dogs and Cats P.N 6540/2008.

RESPONSIBLE OFFICIAL:**J DU TOIT****TARGET DATE FOR IMPLEMENTATION:****01 JULY 2025**

DEVIATION. NO: SCD3599/2024

DEVIATION APPROVAL

To:	MUNICIPAL MANAGER				
Copy To:	Chief: Law Enforcement	Manager: Purchases			
Date:	2024/09/09				
Subject:	PROVISION OF ACCOMMODATION FOR IMPOUNDED CATS AND DOGS IN THE OVERSTRAND AREA				
Amount:	R 800 000.00 (INCL. VAT)				
Budget Description:	OPERATIONAL COST: REGISTRATION FEE: SEM				
Business Key:	20240722000757	Cost Account:	18780200610000		
A request has been directed to the Supply Chain Management Unit to consider deviating from Council's Supply Chain Management Policy, which requires: Clause 12 (1) (b) formal written price quotations for procurement of a transaction value over R2 000 (Incl. VAT) up to R300 000 (Incl. VAT).					
The application has been duly motivated in terms of Clause 36(1)(a)(v) of the Policy: Any other exceptional case where it is impractical or impossible to follow the official procurement processes					
by the:	Chief: Law Enforcement				
as per the attached memo, dated:	2024/08/26				
SUPPLIER AND FINANCIAL AWARD INFORMATION:					
The application satisfies the conditions for a deviation and it is hereby recommended that consideration be granted to the approval of the deviation from Council's Policy for the procurement of goods and/or services as indicated below:					
from	BARC Diersorg Trust	TCS	Compliant	SC Database #	2117
Amount (Incl. Vat)	R 200 000.00				
from	Hermanus Animal Welfare Society	TCS	Compliant	SC Database #	1562
Amount (Incl. Vat)	R 200 000.00				
from	Kleinmond Animal Welfare Society	TCS	Compliant	SC Database #	2536
Amount (Incl. Vat)	R 200 000.00				
from	Stanford Animal Welfare Society	TCS	Compliant	SC Database #	3562
Amount (Incl. Vat)	R 200 000.00				
CONTRACT PERIOD					
Implementation Date:	Date of signing of contract	End Period	Once off		
Contract director:	N MICHAELS	Contract owner:	J DU TOIT		
COMPILED BY:					
Senior SCM Practitioner	C Cornelius	Signature		Date	2024/09/09

RECOMMENDED	<input checked="" type="checkbox"/>			NOT RECOMMENDED	<input type="checkbox"/>
Manager: Demand & Procurement Management	I WITBOOI	Signature		Date	11/09/2024
COMMENTS:					
RECOMMENDED	<input checked="" type="checkbox"/>			NOT RECOMMENDED	<input type="checkbox"/>
Division Manager: Supply Chain Management	C LE ROUX	Signature		Date	16/09/2024
COMMENTS:					
RECOMMENDED	<input checked="" type="checkbox"/>			NOT RECOMMENDED	<input type="checkbox"/>
Acting Chief Financial Officer	D LOUW	Signature		Date	17/09/2024
COMMENTS:					
APPROVED	<input checked="" type="checkbox"/>			NOT APPROVED	<input type="checkbox"/>
Municipal Manager	D O'NEILL	Signature		Date	18/09/2024
COMMENTS:					

184

Received: 2024/08/27

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AAN / TO :	DEPUTY DIRECTOR: FINANCE & SCM	MR. C LE ROUX	
AA. / CC:	MANAGER: DEMAND & PROCUREMENT	MR. I WITBOOI	
DATUM / DATE:	26 August 2024		
ONDERWERP / SUBJECT:	Request for Deviation from, and Ratification of Minor Breaches of Procurement Processes in terms of Paragraph 36 of the SCM Policy.		
	PROVISION OF ACCOMMODATION FOR IMPOUNDED CATS AND DOGS IN THE OVERSTRAND AREA		
SECTION A			
Supplier Name:	Hermanus Animal Welfare Society Kleinmond Animal Welfare Society Birkenhead Animal Rescue Centre Stanford Animal Welfare Society	Database Registration No	H90420 H90691 H95019 H91119
Tax Clearance Certificate Expiry date:		Declaration of Interest submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Value (including VAT):	R800 000.00	Business Key	2024 0722 0007 57
		Cost Account	1878 0200 6100 00
Item Description	Veterinary Services	Indicate Capital or Operational Budget	Operational
Paragraph 36(1)(a)	Reason for Deviation		Mark "X" where applicable
(I)	EMERGENCY		
	<u>Circumstances that warrant emergency dispensation</u>		
	a) Circumstances that warrant emergency dispensation includes but are not limited to -		
	i. the possibility of human injury or death;		
	ii. the possibility of damage to property;		
	iii. failure to take necessary action may result in the municipality not being able to render an essential community service;		
	iv. the interruption of services related to communication facilities or support services critical to the effective functioning of the municipality as a whole; or		
	v. the eminent possibility of serious damage occurring to the natural environment.		
	b) 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.		
	DATE OF INCIDENT:	N/A	
	BACKGROUND & MOTIVATION: This should include:		
	1. Reasons why the situation is an emergency		
	N/A		
	2. Whether the risk can be mitigated or controlled in order to follow due process; and		
	N/A		
	3. Whether alternative solutions were investigated.		

ced-
Compliance documents received: 9/9/2024

N/A

(ii)

SOLE PROVIDER- One and Only (Alone of its kind) Supplier (Oxford Dictionary)

If such goods or services are produced or available from a single provider only.
There is no competition and only one bidder exists (for exam: ie. sole distribution rights)

X

BACKGROUND & PROOF: Provide reasons:

1. Why supplier is seen as sole/single provider (attach letter from supplier/service provider that he/she is a sole/single provider)

2. Why a generic service/product cannot be used

N/A

(iii)

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.

(v)

Any other exceptional case where it is impractical or impossible to follow the official procurement processes, including:

X

BACKGROUND & MOTIVATION: Provide the reason why more than one quotation cannot be acquired – Strip and quote, project flowing from an existing contract etc.?

Law Enforcement of the Overstrand Municipality: Protection Services requires the services of a Service Provider to accommodate dogs and cats impounded by Protection Services officials as empowered by the Overstrand Municipality By-law relating to the keeping of Dogs and Cats, P.N. 6540/2008.

Accommodation facility for the impounded cats and dogs in the Overstrand Municipality area. Safe recovery facility, if and when necessary. To improve service delivery and cost effectiveness it is important for the facilities to be located within a specific area namely Hangklip/Kleinmond, Hermanus, Gansbaai & Stanford. It is of utmost importance to appoint a bidder in the different areas as required by the bylaw.

A tender document was completed but only one bidder has applied for Hermanus area. There are no other Animal Welfare Society's in the areas other than HAWS for Hermanus, KAWS for Hangklip/Kleinmond, BARC for Gansbaai & SAWS for Stanford area.

The Municipality has followed various tender and quotation processes testing the market in the past with no success, therefore it is requested to deviate from the normal procurement process and to appoint the only service providers in the different towns.

SECTION B – ANNEXURES

Annexure A Requisitions – 140125; 140126; 140127 & 140128

SECTION C

REQUESTED/PREPARED BY:

Name of official Robyn Samuels

Designation Senior Inspector

Signature

Date 26 August 2024

SUPPORTED BY HEAD OF DEPARTMENT :

Name of official Johan du Toit

Designation Chief Law Enforcement

Signature

Date 26 August 2024

RECOMMENDED BY DIRECTOR:

Name of Director

Neville Michaels

Directorate

Director: Municipal Public Safety

Signature

Date

27 August 2024

By signing this recommendation I, as the relevant Director, declare that I have considered the report submitted and that all other means of resolving the action/matter have been considered.

Anexure B

1/8 MBD 7.2

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MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTES:

1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contract for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the BIDDER)

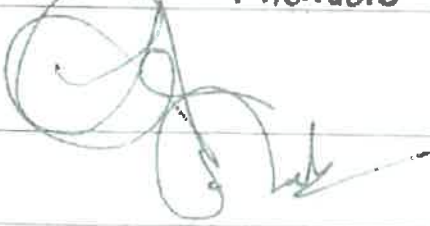
1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in bid number: SCD3599/2024 at the price(s) quoted as per the pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1. Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Filled in task directive/proposal
 - e) Preference claims in terms of the Preferential Procurement Regulations 2022
 - f) Declaration of interest
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract; and
 - i) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

SIGNATURE	<i>Shana Essakow</i>	NAME (PRINT)	Shana Essakow
CAPACITY	Chairperson	DATE	03/09/2024
NAME OF FIRM	Hermanus Animal Welfare Society		
WITNESS 1:	<i>M Burger</i>	WITNESS 2:	
DATE:	03/09/2024		

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, Neville Michaels
in my capacity as Director for Municipal Public Safety
accept your bid under reference number SCD3569/2024: UNBOUNDED CATS AND DOGS IN THE OVERSTRAND AREA
dated 18/09/2024, for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT HERMANUS on this 07 day of 10 2024.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY	
NAME (PRINT):	<u>Neville Michaels</u>
SIGNATURE:	
WITNESS 1:	
WITNESS 2:	
OFFICIAL STAMP:	



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MUNICIPALITY

MBD 7.2

MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTES:

- 1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contract for their respective records.
- 2. NO correction fluid/tape may be used.
- 3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the BIDDER)


- 1. I hereby undertake to render services described in the attached bidding documents to Overstrand Municipality, in accordance with the requirements and task directives / proposals specifications stipulated in bid number: SCD3599/2024, at the price(s) quoted as per the pricing schedule.
- 2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1. Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Filled in task directive/proposal
 - e) Preference claims in terms of the Preferential Procurement Regulations 2022
 - f) Declaration of interest
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract; and
 - i) Other (specify)
- 4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 7. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	KARIN DE BEER
CAPACITY	ADMINISTRATION MANAGER	DATE	3 SEPTEMBER 2024
NAME OF FIRM	KLEINMOND ANIMAL WELFARE SOCIETY		
WITNESS 1:	INGRID SEANLEN	WITNESS 2:	NICKY VENTER
DATE	3 SEPTEMBER 2024		

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, Neville Michaels
in my capacity as Director for Municipal Public Safety
accept your bid under reference number SCD3509/2024: UNBOUNDED CATS AND DOGS IN THE OVERSTRAND AREA
dated 18/09/2024, for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT HERMANUS on this 07 day of 10 2024

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY	
NAME (PRINT):	<u>Neville Michaels</u>
SIGNATURE	
WITNESS 1:	
WITNESS 2:	
	OFFICIAL STAMP:

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MBD 7.2 -- CONTRACT FORM -- RENDERING OF SERVICES

NOTES:

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2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the BIDDER)


1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in bid number: _____, at the price(s) quoted as per the pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1. Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Filled in task directive/proposal
 - e) Preference claims in terms of the Preferential Procurement Regulations 2022
 - f) Declaration of interest
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract; and
 - i) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	W Hanson
CAPACITY	TREASURER	DATE	2/9/20
NAME OF FIRM	STANFORD ANIMAL WELFARE		
WITNESS 1:		WITNESS 2:	
DATE:			

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, Neville Michaels
in my capacity as Director for Municipal Public Safety
accept your bid under reference number SCD3589/2024: REBOUNDING CATS AND DOGS IN THE OVERSTRAND AREA
dated 18/09/2024, for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT HERMANUS on this 07 day of 10 2024.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY	
NAME (PRINT):	<u>Neville Michaels</u>
SIGNATURE:	
WITNESS 1:	
WITNESS 2:	
OFFICIAL STAMP:	

(Handwritten mark)

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MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTES:

1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contract for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in bid number: SCD3599/2024, at the price(s) quoted as per the pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1. Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Filled in task directive/proposal
 - e) Preference claims in terms of the Preferential Procurement Regulations 2022
 - f) Declaration of interest
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract; and
 - i) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	Amalie Jonker
CAPACITY	Trustee	DATE	3/9/2024
NAME OF FIRM	BAR, Dierens, Trust		
WITNESS 1:		WITNESS 2:	
DATE:			

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, Neville Michaels
in my capacity as Director for Municipal Public Safety
accept your bid under reference number SCD3569/2024: UNBOUNDED CATS AND DOGS IN THE OVERSTRAND AREA
dated 18/09/2024, for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT HERMANUS on this 07 day of 10 2024.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY

NAME (PRINT): Neville Michaels

SIGNATURE: 

OFFICIAL STAMP:

WITNESS 1:

WITNESS 2:



OFFICE OF THE DIRECTOR:
MUNICIPAL PUBLIC SAFETY

Enquiries: Johan du Toit
Date: 09 May 2025

ADDENDUM – INTENT TO AMEND CONTRACT

The parties agree to the following intention to amend the existing contract, SCD 3599/2024, with Hermanus Animal Welfare Society for the Provision of accommodation for impounded Cats and Dogs in the Overstrand area signed between them on 03/09/2024 and 07/10/2024 and record this being done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract end date, regarding the abovementioned agreement to accommodate impounded Cats and Dogs in the Overstrand area on the same terms and conditions.


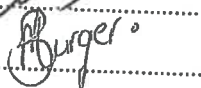
Both parties will be bound to give at least 6 months' prior written notice to terminate this Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto, in the instance of an intent to terminate prior to the end date.

The supplier acknowledges that they do have the capacity to fulfil the obligations as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

Thus, done and signed at Hermanus this 12 day of May 2025 in the presence of the undersigned witnesses

WITNESSES:

- 1. 
- 2. 

.....
for and on behalf of Hermanus Animal Welfare Society:
NAME: Shana Essakow
Position: Chairperson

Thus, done and signed at this day of 2025 in the presence of the undersigned witnesses

WITNESSES:

- 1.
- 2.

.....
for and on behalf of Overstrand Municipality: Neville Michaels
Director: Municipal Public Safety

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OFFICE OF THE DIRECTOR:
MUNICIPAL PUBLIC SAFETY

Enquiries: Johan du Toit
Date: 09 May 2025

ADDENDUM – INTENT TO AMEND CONTRACT

The parties agree to the following intention to amend the existing contract, SCD 3599/2024, with Birkenhead Animal Rescue Centre for the Provision of accommodation for impounded Cats and Dogs in the Overstrand area signed between them on 03/09/2024 and 07/10/2024 and record this being done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract end date, regarding the abovementioned agreement to accommodate impounded Cats and Dogs in the Overstrand area on the same terms and conditions.

Both parties will be bound to give at least 6 months' prior written notice to terminate this Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto, in the instance of an intent to terminate prior to the end date.

The supplier acknowledges that they do have the capacity to fulfil the obligations as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

Thus, done and signed at Gansbaai this 10 day of May 2025 in the presence of the undersigned witnesses

WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]
 for and on behalf of Birkenhead Animal Rescue Centre:
 NAME: Annalie Tenker
 Position: Trustee

Thus, done and signed at this day of 2025 in the presence of the undersigned witnesses

WITNESSES:

- 1.
- 2.

.....
 for and on behalf of Overstrand Municipality: Neville Michaels
 Director: Municipal Public Safety



OFFICE OF THE DIRECTOR:
MUNICIPAL PUBLIC SAFETY

Enquiries: Johan du Toit
Date: 09 May 2025

ADDENDUM – INTENT TO AMEND CONTRACT

The parties agree to the following intention to amend the existing contract, SCD 3599/2024, with Kleinmond Animal Welfare Society for the Provision of accommodation for impounded Cats and Dogs in the Overstrand area signed between them on 03/09/2024 and 07/10/2024 and record this being done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract end date, regarding the abovementioned agreement to accommodate impounded Cats and Dogs in the Overstrand area on the same terms and conditions.

Both parties will be bound to give at least 6 months' prior written notice to terminate this Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto, in the instance of an intent to terminate prior to the end date.

The supplier acknowledges that they do have the capacity to fulfil the obligations as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

Thus, done and signed at KLEINMOND this 10 day of MAY 2025 in the presence of the undersigned witnesses

WITNESSES:

1. 

2. 



for and on behalf of Kleinmond Animal Welfare Society:

NAME: KARIN DE BEER

Position: FACULTY MANAGER

Thus, done and signed at this day of 2025 in the presence of the undersigned witnesses

WITNESSES:

1.

2.

.....
for and on behalf of Overstrand Municipality: Neville Michaels
Director: Municipal Public Safety



Enquiries: Johan du Toit
 Date: 09 May 2025

ADDENDUM – INTENT TO AMEND CONTRACT

The parties agree to the following intention to amend the existing contract, SCD 3599/2024, with Stanford Animal Welfare Society for the Provision of accommodation for impounded Cats and Dogs in the Overstrand area signed between them on 02/09/2024 and 07/10/2024 and record this being done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract end date, regarding the abovementioned agreement to accommodate impounded Cats and Dogs in the Overstrand area on the same terms and conditions.

Both parties will be bound to give at least 6 months' prior written notice to terminate this Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto, in the instance of an intent to terminate prior to the end date.

The supplier acknowledges that they do have the capacity to fulfil the obligations as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

Thus, done and signed at Stanford this 10th day of May 2025 in the presence of the undersigned witnesses

WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
 for and on behalf of Stanford Animal Welfare Society:
 NAME: Wendy Hanson
 Position: Treasurer

Thus, done and signed at this day of 2025 in the presence of the undersigned witnesses

WITNESSES:

1.
2.

.....
 for and on behalf of Overstrand Municipality: Neville Michaels
 Director: Municipal Public Safety

<p>NOTICE IN TERMS OF SECTION 116(3) OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003) FOR THE PROPOSED AMENDMENT OF THE EXISTING AGREEMENT WITH:</p> <ol style="list-style-type: none"> 1. AMANLAGCF CONSTRUCTION CC T/A AMANLA CONSTRUCTION FOR SC2500/2024: CONSTRUCTION OF STADIUM PHASE 1, HAWSTON SPORTS FACILITY 2. BARC DIERSORG TRUST, HERMANUS ANIMAL WELFARE SOCIETY, KLEINMOND ANIMAL WELFARE SOCIETY AND STANFORD ANIMAL WELFARE SOCIETY, RESPECTIVELY FOR SCD3599/2024: PROVISION OF ACCOMMODATION FOR IMPOUNDED CATS AND DOGS IN THE OVERSTRAND AREA. <p>Notice is hereby given in terms of Section 116 (3) (a) and (b) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) that it is the intention of the Overstrand Municipality to amend the existing contracts with:</p> <ol style="list-style-type: none"> 1. AmandlaGCF Construction CC T/A Amandla Construction to provide for the extension of the agreement for a period ending 30 June 2026. 2. BARC Diersorg Trust, Hermanus Animal Welfare Society, Kleinmond Animal Welfare Society and Stanford Animal Welfare Society, respectively, to provide for the extension of the agreement for a period ending 30 June 2028. <p>Notice is hereby further given in terms of Section 21 and 21A of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) that the local community and affected parties are invited to submit comments or representations on the proposed amendments of the agreements. Such comments or representations must be submitted by not later than Friday, 06 June 2025 at 12:00.</p> <p>Comments or representations must be submitted in a sealed envelope clearly endorsed with the applicable contract number and description and deposited in Tender Box no. 7.</p> <p><u>All submissions must be addressed to:</u></p> <p>The Municipal Manager Tender box no 7 Overstrand Municipality Magnolia Avenue Hermanus 7200</p> <p>Persons who are physical disabled or who cannot read or write but wish to participate in the process, may come during office hours to the Municipal Offices, Magnolia Avenue, Hermanus where a staff member will assist that person to transcribe that person's comments or representations.</p>	<p>KENNISGEWING INGEVOLGE ARTIKEL 116(3) VAN DIE WET OP PLAASLIKE REGERING: MUNISIPALE FINANSIËLE BESTUUR, 2003 (WET 56 VAN 2003) VIR DIE VOORGESTELDE WYSIGING VAN DIE BESTAANDE OOREENKOMS MET:</p> <ol style="list-style-type: none"> 1. AMANLAGCF CONSTRUCTION CC T/A AMANLA CONSTRUCTION VIR SC2500/2024: KONSTRUKSIE VAN STADION FASE 1, HAWSTON SPORTGRONDE 2. BARC DIERSORG TRUST, HERMANUS ANIMAL WELFARE SOCIETY, KLEINMOND ANIMAL WELFARE SOCIETY AND STANFORD ANIMAL WELFARE SOCIETY, ONDERSKEIDELIK VIR SCD3599/2024: VOORSIENING VAN AKKOMMODASIE VIR GESKUTTE KATTE EN HONDE IN DIE OVERSTRAND-AREA <p>Kennis geskied hiermee ingevolge artikel 116(3) (a) en (b) van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur, 2003 (Wet 56 van 2003) dat die Munisipaliteit Overstrand van voornemens is om die bestaande ooreenkomste te wysig met:</p> <ol style="list-style-type: none"> 1. AmandlaGCF Construction CC T/A Amandla Construction om voorsiening te maak vir die uitbreiding van die ooreenkoms vir 'n periode wat eindig op 30 Junie 2026. 2. BARC Diersorg Trust, Hermanus Animal Welfare Society, Kleinmond Animal Welfare Society en Stanford Animal Welfare Society, onderskeidelik, om voorsiening te maak vir die uitbreiding van die ooreenkoms vir 'n periode wat eindig op 30 Junie 2028. <p>Kennis word hiermee verder ingevolge Artikel 21 en 21A van die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet 32 van 2000) gegee dat die plaaslike gemeenskap en geaffekteerde partye uitgenooi word om kommentaar of vertoë oor die voorgestelde wysigings van die ooreenkomste in te dien. Sodanige kommentaar of vertoë moet teen nie later nie as Vrydag, 06 Junie 2025 om 12:00 ingedien word.</p> <p>Kommentaar of vertoë moet ingedien word in 'n verseëelde kovert wat duidelik geëndosseer is met die toepaslike kontraknommer en beskrywing en geplaas word in Tenderbus nr. 7.</p> <p><u>Alle voorleggings moet gerig word aan:</u></p> <p>Die Munisipale Bestuurder Tenderboks nr 7 Overstrand Munisipaliteit Magnoliaaan Hermanus 7200</p> <p>Persone wat fisies gestremd is of wat nie kan lees of skryf nie, maar aan die proses wil deelneem, kan gedurende kantoorure na die Munisipale Kantore, Magnoliaaan, Hermanus kom waar 'n personeelid daardie persoon sal help om daardie persoon se kommentaar of vertoë af te skryf.</p>	<p>ISAZISO NGOKWECANDELO LE-116(3) LORHULUMENTE WEEDOLOPHU: UMTHETHO WOLAWULO LWEZEZIMALI KAMASIPALA, 2003 (UMTHETHO 56 KA-2003) NGESILUNGISELELO ESICETYWEYO SEZIVUMELWANO EZIKHOYO NE:</p> <ol style="list-style-type: none"> 1. I-AMANLAGCF CONSTRUCTION CC T/A AMANLA CONSTRUCTION YE-SC2500/2024: UKWAKHIWA KWESIGABA SOKUQALA SEBALA LEMIDLALO, IZIKO LEZEMIDLALO LASE-HAWSTON. 2. BARC DIERSORG TRUST, HERMANUS ANIMAL WELFARE SOCIETY, KLEINMOND ANIMAL WELFARE SOCIETY AND STANMORD ANIMAL WELFARE SOCIETY, NGOKUJONGA I-SCD3599/2024: Ubonelelo NGENDAWO YOKUHLANGANISA NENDAWO. <p>Isaziso siyanikezelwa ngokweCandelo le-116 (3) (a) kunye no-(b) kuRhulumente weNgingqi: uMthetho woLawulo lweMali kaMasipala, ka-2003 (uMthetho wama-56 ka-2003) ukuba yinjongo kaMasipala waseOverstrand ukulungisa izivumelwano ezikhoyo ngokuthi:</p> <ol style="list-style-type: none"> 1. I-AmandlaGCF Construction CC T/A Amandla Construction ibonelela ngokwandiswa kwesivumelwano ixesha eliphela ngowama-30 kweyeSilimela ngowama-2026. 1. I-BARC Diersorg Trust, iHermanus Animal Welfare Society, i-Kleinmond Animal Welfare Society kunye neStanford Animal Welfare Society, ngokulandelelanayo, ukubonelela ngolwandiso lwesivumelwano kangangexesha eliphela ngama-30 kuJuni wama-2028. <p>Isaziso siyanikezelwa ngokwemigaqo yeCandelo lama-21 kunye nama-21A kuRhulumente weNgingqi: uMthetho weeNkqubo zikaMasipala, ka-2000 (uMthetho wama-32 ka-2000) sokuba uluntu lwasekuhlaleni kunye namaqela achaphazelekayo bayamnywa ukuba bangenise izimvo okanye iinkcazo malunga nezilungiso ezicetywayo zezivumelwano. Ezo zimvo okanye iziphakamiso mazingeniswe ungadlulanga uLwesihlanu, we-06 Silimela 2025 ngo-12:00.</p> <p>Izimvo okanye iziphakamiso mazingeniswe kwimvulophu evaliweyo engqinwe ngokucacileyo kunye nenombolo yekhontrakthi esebenzayo kunye nenkcazo kwaye ifakwe kwiBhokisi yeThenda. 7.</p> <p><u>Zonke izicelo kufuneka zithunyelwe:</u></p> <p>UMphathi kaMasipala Ibhokisi yethenda engunombolo 7 uMasipala waseOverstrand Magnolia Avenue Hermanus 7200</p> <p>Abantu abakhubazekileyo okanye abangakwaziyo ukufunda okanye ukubhala kodwa benqwenela ukuthatha inxaxheba kule nkqubo, banokuza ngamaxesha omsebenzi kwii-Ofisi zikaMasipala, iMagnolia Avenue, eHermanus apho umsebenzi uya kunceda loo mntu ukuba abhale phantsi izimvo okanye izimvo zakhe.</p>
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