



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ADDENDUM IN RESPECT OF

**TENDER/CONTRACT NO. : 074C/2023/24: PROFESSIONAL SERVICES: DESIGN,
TENDER DOCUMENTATION AND CONSTRUCTION MONITORING FOR VARIOUS
URBAN WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN**

(hereinafter referred to as the "**Tender**")

Entered into between

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

Represented herein by

[REDACTED]

In her capacity as

Acting Executive Director: Urban Waste Management

Being duly authorised thereto by way of sub-delegated authority

(hereinafter referred to as the "**City**")

AND

[REDACTED]

[REDACTED]

Represented herein by

[REDACTED]

he warranting that he is duly authorised by resolution of the aforementioned
corporation to enter into this addendum and to bind the aforementioned
corporation accordingly

(hereinafter referred to as the "**Contractor** ")

1. PREAMBLE

- 1.1. **WHEREAS** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 18/02/24** dated **12 February 2024** resolved to award the **Tender 074C/2023/24: Professional services: design, tender documentation and construction monitoring for various Urban Waste Management Facilities within the City of Cape Town**, for a period of 96 months from the date of commencement;
- 1.2. **AND WHEREAS** the Council of the City of Cape Town, in line with the **Council resolution MC 27/01/25** dated **21 January 2025** resolved to approve the entire contract exactly as it is to be executed and authorised the municipal manager or his nominee to sign the contract;
- 1.3. **AND WHEREAS** the Contractor was awarded a contract in terms of the Tender "the Contract");
- 1.4. **AND WHEREAS** the purpose of this addendum is to amend the definition of the Start date, as provided in Clause 1 of the Contract Specific Data, to **01 July 2025**, irrespective of the signature date;
- 1.5. **AND WHEREAS** the Parties intend to amend the Contract to the extent set out in this Addendum and wish to record the terms and conditions of that amendment in writing.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

2. INTERPRETATION AND DEFINITIONS

- 2.1. Words and phrases defined in the Contract or in the annexures to the Contract will bear the same meanings herein;
- 2.2. The headings in this Addendum are inserted for reference purpose only and shall in no way govern or effect the interpretation of this Addendum nor modify or amplify the terms of this Addendum or any clause hereof.
- 2.3. Unless the context otherwise requires, reference to the singular shall include a reference to the plural, and vice versa, reference to any gender shall a reference to all other genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.
- 2.4. Any reference to "the Parties" or "a Party" will mean a reference to the City the Contractor or both, depending on the context.

- 2.5. The provisions of this Addendum supersedes the provisions of any previous Agreement entered into between the Parties relating to the same subject matter
- 2.6. Unless inconsistent with the context, the expressions set forth in this Addendum shall bear the following meanings:

2.6.1.	"the Tender"	means 074C/2023/24: PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING FOR VARIOUS URBAN WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN
2.6.2.	"the Contract"	means the contract concluded and entered into between the Parties, as per paragraph 1.3.
2.6.3.	"Addendum"	Means this addendum to the Contract entered into between the City and the Contractor.

3. CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT

- 3.1. This Addendum must be read together with the clauses, terms, specifications agreed to by the parties in the Contract. Should there be any conflict between any clause, term and/or specification of the Addendum and the Contract, the clause, term, specification or condition of the Addendum shall take precedence.

4. CONTRACT AMENDMENT

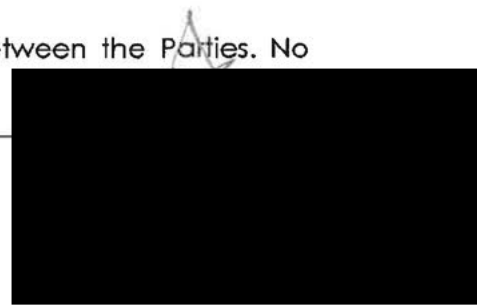
- 4.1. The Parties agree and record herein to:

Delete clause 1 of the Contract Specific Data in so far as it defines the Start date and replace with the following:

"The Start Date" means 01 July 2025, irrespective of the signature date.

5. WHOLE AGREEMENT, WAIVER AND VARIATION

- 5.1. This Addendum embodies the whole Addendum between the Parties. No



other Addendum, whether oral, implied or otherwise, will be of any force and effect unless it is reduced to writing and signed by the Contractor and the City, or their duly appointed representatives. There has been no representation which forms part of this Addendum which has not been included herein.

- 5.2. Any relaxation, indulgence or waiver which the City may grant to the Contractor or any condonation by the City of any breach of the terms of this Addendum will not become binding on the City. The City will at all times be entitled to claim due and prompt performance by the Contractor of all of the Contractor's obligations in terms of this Addendum.
- 5.3. No variation of the terms of this Addendum will be of any force or effect unless reduced to writing and signed by the Contractor and the City, or their duly appointed representatives.

6. COSTS

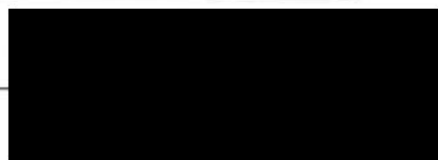
- 6.1. Each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Addendum.

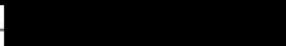
7. SIGNATURE AND COUNTER PARTS

- 7.1. This Addendum is signed by the Parties on a date and at the places recorded herein.
- 7.2. The persons signing this Addendum on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.
- 7.3. This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Addendum as at the date of signature of the Party last signing one of the counterparts.
- 7.4. The Parties record that it is not required for this Addendum to be valid and enforceable that a Party have its signature of this Addendum verified by a witness.



DONE AND SIGNED AT Sunninghill ON 16/04 2025



Represented by: 

in his capacity as Director

DONE AND SIGNED AT CAPE Town ON 5 MAY 2025



SIGN HERE



in her capacity as Acting Executive Director: Urban Waste Management