



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ADDENDUM
IN RESPECT OF CONTRACT NO. 253S/2019/20 Cleaning of windows, ledges
and difficult to reach areas (internal and external) at Council Facilities for the
City of Cape Town

(hereinafter the "Contract")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

[REDACTED]

In his capacity as

[REDACTED]

Being duly authorised thereto

(hereinafter referred to as the "City")

AND

[REDACTED]

DULY REPRESENTED BY

[REDACTED]

He/she warranting that he/she is duly authorised by resolution of the aforementioned company to enter into this addendum and to bind the aforementioned company accordingly.

(Hereinafter referred to as the "Supplier")

[REDACTED]

1. PREAMBLE

- 1.1. **WHEREAS** on **20 July 2020** the City's Bid Adjudication Committee, as per resolution **SCMB 24/07/20**, resolved to award Tender 253S/2019/20: Cleaning of windows, ledges and difficult to reach areas (internal and external) at Council Facilities for the City of Cape Town for a contract period of **60 months from 30 November 2020, subject to the conclusion of a Section 33 of the MFMA process**;
- 1.2. **AND WHEREAS** the Tender concerns the Cleaning Of Windows, Ledges And Difficult To Reach Areas (Internal And External) At Council Facilities For The City Of Cape Town;
- 1.3. **AND WHEREAS** Council as per the Council resolution **C 24/12/22** resolved to award the Contract to the Service Provider [REDACTED] **from the commencement date to 29 November 2025**;
- 1.4. **AND WHEREAS** the City appointed the Supplier [REDACTED] under Tender 253S/2019/20: Cleaning of windows, ledges and difficult to reach areas (internal and external) at Council Facilities for the City of Cape Town for a contract period of **60 months from the commencement date of the Contract ('Contract')**;
- 1.5. **AND WHEREAS** on **18 April 2024** the Parties concluded the first addendum to align the contract period as it appears in the signed Memorandum of Agreement constituting the Contract with the approved contract period;
- 1.6. **AND WHEREAS** the purpose of this addendum is to amend the Contract Price Adjustment as set out in clause 3.1 below
- 1.6. **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. 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.
- 2.2. 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.
- 2.3. Any reference to "the Parties" or "a Party" will mean a reference to the City, the Contractor or both, depending on the context.
- 2.4. All annexures to this Addendum form an integral part hereof and expressions defined in the Addendum shall, unless the context otherwise requires, bear the same meaning in such annexures.
- 2.5. Unless inconsistent with the context, the expressions set forth in this Addendum shall bear the following meanings:

2.5.1.	"the Contract"	Tender 253S/2019/20: Cleaning of windows, ledges and difficult to reach areas (internal and external) at Council Facilities for the City of Cape Town.
2.5.2.	" First addendum"	Means the Addendum entered into between the parties on 18 April 2024.
2.5.3	"Addendum"	Means this addendum entered into between the parties.

3. AMENDMENT TO SCHEDULE 8: CONTRACT PRICE ADJUSTMENT

- 3.1. The parties agree and record herein Clause 8.9.2 of Schedule 8 currently reads as follows:

"8.9 Price Adjustment Mechanism:

- 8.9.1 The Contract Price as per GCC shall remain Firm for the first 12 months (from date of closure of tender) and no claims for contract price adjustment will be considered for the first 12 months subject to the provisions in the price schedule.

- 8.9.2 Subject to 8.9.1. Above, **Contract Price Adjustment will be applicable as from commencement of the 2nd year of the contract period.** Consumer Price Index (CPI) adjustment as published by Statistics South Africa will be applicable. The following shall apply:
- 8.9.2.1. 2nd year: Subject to adjustment in accordance with the Consumer Price Index. (Base month for the price adjustment shall be the month of commencement of the 1st year and end date shall be 12th month of the 1st year);
- 8.9.2.2. 3rd year: Subject to adjustment in accordance with the Consumer Price Index. (Base month for the price Adjustment shall be the month of commencement of the 2nd year and end date shall be 24th Month) Contract;
- 8.9.2.3. 4th year: Subject to adjustment in accordance with the Consumer Price Index. (Base month for the price Adjustment shall be the month of commencement of the 3rd year and end date shall be 36th Month) Contract; and
- 8.9.2.4. 5th year: Subject to adjustment in accordance with the Consumer Price Index. (Base month for the price Adjustment shall be the month of commencement of the 4th year and end date shall be 48th Month) Contract “

- 3.2. The parties agree and record herein to insert the following completed Contract Specific Data pertaining to Contract Price Adjustment mechanism.

Replace 8.9.2, 8.9.2.1, 8.9.2.2, 8.9.2.3, 8.9.2.4 with the following:

- 8.9.2 Subject to 8.9.1 Above, **Contract Price Adjustment will be applicable as from the 13th month from date of closure of the tender.** Consumer Price Index (CPI) adjustment as published by Statistics South Africa will be applicable. The following shall apply:
- 8.9.2.1. 2nd year: Subject to adjustment in accordance with the Consumer Price Index. (P0141 – Table B2). (Base month for the price adjustment shall be closing month of tender and end date shall be the 12th month from date of closure of the tender);
- 8.9.2.2. 3rd year: Subject to adjustment in accordance with the Consumer Price Index. (P0141 – Table B2). (Base month for the price adjustment shall be the month 13th month from date of tender closure and end date shall be the 24th month from date of tender closure);
- 8.9.2.3. 4th year: Subject to adjustment in accordance with the Consumer Price Index. (P0141 – Table B2). (Base month for the price adjustment shall

be the 25th month from date of tender closure and end date shall be the 36th month from date of tender closure);

8.9.2.4 5th year: Subject to adjustment in accordance with the Consumer Price Index. (P0141 – Table B2). (Base month for the price adjustment shall be the 37th month from date of tender closure and end date shall be the 48th month from date of tender closure); and

8.9.2.5 6th year: Subject to adjustment in accordance with the Consumer Price Index. (P0141 – Table B2). (Base month for the price adjustment shall be the 49th month from date of tender closure and end date shall be the 60th month from date of tender closure).

3.3 Notwithstanding clause 3.2 above, the Purchaser retains the option at its discretion to amend the Contract as may be mutually agreed with the Supplier, subject to compliance with all applicable legislation and official policies.

4. CONFLICT BETWEEN THIS ADDENDUM AND THE CONDITIONS OF TENDER.

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

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 Supplier 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 Supplier 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 Supplier 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 Supplier and the City, or their duly appointed representatives.

6. PROTECTION OF PERSONAL INFORMATION

- 6.1 The Supplier acknowledges that, for the purposes of this Contract, they may come into contact with or have access to personal information and other information that may be classified as or deemed as private or confidential and for which the City is responsible in terms of the Protection of Personal Information Act (POPIA). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 6.2 The Supplier agrees that it will at all times comply with the provisions of POPIA and the City's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this Contract in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the Contract.
- 6.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to this Contract.
- 6.4 The Supplier agrees that it shall notify the City immediately where there are reasonable grounds to believe that the personal data of a data subject has been accessed or acquired by an unauthorised person.
- 6.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the City.
- 6.6 The Supplier hereby indemnifies and holds the City harmless against and any and all claims, losses, damages and costs of whatsoever nature suffered by the City arising from or in relations to the Contractor's (and/or its employees', agents' and

sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

- 6.7 The Supplier agrees that the City may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

7. LIMITATION OF THE CITY'S LIABILITY AND INDEMNITY REGARDING THIS ADDENDUM

- 7.1 Without detracting from, and in addition to, any of the other indemnities in this Addendum, the Supplier shall be solely liable for and hereby indemnifies and holds the City harmless against any and all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with or arising from the amendment of the Contract in terms of this Addendum, including but not limited to the amendment of the Contract Period.
- 7.2 The Supplier and/or its employees, agents, concessionaries, suppliers, contractors or customers shall not have any claim of any nature against the City for any loss, damage, injury, loss of profit or death which any of them may directly or indirectly suffer in connection with or arising from the amendment of the Contract in terms of this Addendum, including but not limited to the alignment of the Contract Period. The Supplier also hereby waives any such claim it may have.

8. SIGNATURE

- 8.1. 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.
- 8.2. 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.

9. COSTS

- 9.1. 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.

Durbanville

18 June

DONE AND SIGNED AT _____ ON _____ 2024.



THE CITY OF CAPE TOWN



WITNESS

Represented by:

in her capacity as



DONE AND SIGNED AT



ON

13 June

2024.



THE SUPPLIER



WITNESS

Represented by:

Designation:

