CITY OF CAPE TOWN
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STAD KAAPSTAD

ADDENDUM

In respect of

TENDER / CONTRACT NO. 362Q/2022/23: REBUILD OF DUNOON, USASAZA AND PHOENIX MYCITY IRT STATIONS:
(hereinafter referred to as the **"Tender")**

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

[redacted]
In her capacity as

Director: Transport Infrastructure Implementation
Being duly authorised thereto

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

AND

FURIPOINT PTY (LTD)
(REGISTRATION NUMBER: [redacted]

Represented herein by

[redacted]
In his capacity as

Project Director
He warranting that he is duly authorised thereto

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

1. **PREAMBLE**

1.1. **WHEREAS** the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 36/10/23** dated **09 October 2023** resolved to award Tender 362Q/2022/23, from date of commencement until 30 September 2025;

1.2. **AND WHEREAS** the Tender concerns the **rebuild of the DuNoon, Usasaza and Phoenix MyCiTi IRT Stations;**

1.3. **AND WHEREAS** the Contractor was awarded a contract in respect of the Tender from the 24th of May 2024 date of commencement until 30 September 2025 (the "**Contract**");

1.4 **AND WHEREAS** the original Contract period was extended from 01 October 2025 to 25 November 2025, in line with the First Time Variation approval;

1.5 **AND WHEREAS** the original Contract period was further extended from 26 November 2025 to 06 March 2026, in line with the Second Time Variation approval; ("First Addendum");

1.6 **AND WHEREAS** the original Contract period was furthermore extended from 07 March 2026 to 31 March 2026, in line with the Third Time Variation approval;

1.7 **AND WHEREAS** the parties concluded an Addendum for the amendment of the Contract period from 01 April 2026 to 31 March 2027 on the same terms and conditions ("Second Addendum");

1.8 **AND WHEREAS** the purpose of the addendum is to increase the contract value from R52,497,521.85 (excluding VAT) to R60,004,748.51(excluding VAT) thereby increasing the Contract value by an amount of R7,507,226.66 (excluding VAT);

1.8 **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 be 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. Unless inconsistent with the context, the expressions set forth in this Addendum shall bear the following meanings:

2.5.1.	the "Tender"	Means: Tender **362Q/2022/23: Rebuild of the DuNoon, Usasaza and Phoenix MyCiTi IRT Stations**
2.5.2.	the "Contract"	Means: the contract concluded and entered into between the Parties, as per paragraph 1.3.
2.5.3.	"First Addendum"	Means: the contract concluded and entered into between the Parties, as per paragraph 1.5 signed on 24 November 2025.
2.5.4.	"second Addendum"	Means the contract addendum concluded and entered into between the Parties on 24 March 2026 .
2.5.5.	"Addendum"	Means: this addendum to the Contract entered into between the City and the Contractor.
2.5.6.	"Variation"	Means: a change to the original contract period no more than six (6) months and costs are within the

		original award value.

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 VALUE INCREASE**

4.1 The Parties agree and record herein to increase the contract value from R52,497,521.85(excluding VAT) to R60,004,748.51(excluding VAT) thereby increasing the Contract value by an amount of R7,507,226.66 (excluding VAT);

5. **WHOLE AGREEMENT, WAIVER AND VARIATION**

5.1. This Addendum embodies the whole agreement 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**

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**

7.1. 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.

7.2. 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.

DONE AND SIGNED AT _____ ON _____ 2026

_____

THE CONTRACTOR WITNESS

Represented by: [redacted]

in his capacity as **Project Director**

DONE AND SIGNED AT _____ ON _____ 2026

_____

THE CITY OF CAPE TOWN WITNESS

Represented by: [redacted]

in her capacity as **Director: Transport Infrastructure Implementation**