CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ADDENDUM IN TERMS OF SECTION 116(3) OF THE MUNICIPAL FINANCE MANAGEMENT ACT, 56 OF 2003

IN RESPECT OF

TENDER/CONTRACT NO.144Q/2020/21: [TERM TENDER FOR MAINTENANCE, ALTERATIONS, ADDITIONS TO AND CONSTRUCTION OF BUILDINGS AND STRUCTURES FOR WATER AND WASTE DIRECTORATE, CITY OF CAPE TOWN]

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

Concluded between

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

Represented herein by

[redacted]

In his capacity as

DIRECTOR: TECHNICAL SERVICES
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 thereto

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

1. PREAMBLE

1.1 **WHEREAS** on **19 April 2021** the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 52/04/21,** resolved to award the Tender for a period commencing from 01 July 2021 until 30 June 2024;

1.2 **AND WHEREAS** the Tender concerns the Term Tender for the Maintenance, Alterations, Additions to and Construction of Buildings and Structures for Water and Waste Directorate, City of Cape Town.

1.3 **AND WHEREAS** [redacted] was awarded a contract in terms of the Tender, from 01 July 2021 until 30 June 2024 (the 'Contract');

1.4 **AND WHEREAS** the City's Bid Adjudication Committee, as per resolution SCMB 39/06/24 resolved to award the expansion of the Contract from 01 July 2024 to 31 December 2024, on a month-to-month basis, for a period not exceeding six (06) months, at the same rates, terms and conditions.

1.5 **AND WHEREAS** the City's Bid Adjudication Committee, as per resolution SCMB 44/12/24 resolved to extend the Contract from 01 January 2025 to 31 December 2026, on a month-to-month basis, for a period not exceeding twenty-four (24) months, at the same rates, terms and conditions.

1.6 **AND WHEREAS** on 18 December 2024 the Parties entered into an addendum to give effect to the extension of the Contract from 01 January 2025 until 31 December 2026 ("First Addendum");

1.7 **AND WHEREAS** the purpose of this addendum is to amend the Contract period on a month-to-month basis, not exceeding a period of twelve (12) months, or until the replacement tender is finalised and implemented, whichever occurs first, from 01 January 2027 not exceeding 31 December 2027**;**

1.8 **AND WHEREAS** the further purpose of this Addendum is to extend the application of the Contract Price Adjustment ('CPA'), **Clause 13.0: PAYMENT**, of the Contract Specific Data, to ensure that it is applicable to the amendment period from 01 January 2027.

1.9 **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 Tender or in the annexures to the Tender 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 Supplier 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 Term Tender **144Q/2020/21:** TERM TENDER FOR THE MAINTENANCE, ALTERATIONS, ADDITIONS TO AND CONSTRUCTION OF BUILDINGS AND STRUCTURES FOR WATER AND WASTE DIRECTORATE, CITY OF CAPE TOWN
2.6.2	"the Contract"	means the contract concluded and entered into between parties, as per paragraph 1.3.
2.6.3	" first Addendum"	Means the addendum entered into between the City and the Supplier.
2.6.4	"Addendum"	Means this addendum to the Contract entered into between the City and the Supplier.

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 AMENDMENTS

4.1 The Parties agree and record herein that the Contract period be extended on a month-to-month basis not exceeding a period of twelve (12) months, or until the replacement tender is implemented, whichever occurs first, from 01 January 2027 not exceeding 31 December 2027.

4.2 The parties further agree and record that the following provision is inserted under Clause **B13.0: PAYMENT** of the Contract Specific Data.

"The current rates will be adjusted in **month 67** with the base month (base indices) being **month 35** and the current month (current indices) being **month 65** of the contract".

4.3 Notwithstanding clause 4.1and 4.2 above, the City retains the option at its sole discretion to extend the contract period for such further period as may be mutually agreed with the Supplier, subject to compliance with all applicable legislation and official policies.

5 LIMITATION OF THE CITY'S LIABILITY AND INDEMNITY, REGARDING THIS ADDENDUM

5.1 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 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.

5.2 The Supplier and/or its employees, agents, concessionaires, suppliers, Suppliers 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 extension of the Contract Period. The Supplier also hereby waives any such claim it may have.

6 WHOLE AGREEMENT, WAIVER AND VARIATION

6.1 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.

6.2 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 Supplier's obligations in terms of this Addendum.

6.3 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.

7 COSTS

7.1 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.

8 SIGNATURE AND COUNTER PARTS

8.1 This Addendum is signed by the Parties on a date and at the places recorded herein.

8.2 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.

8.3 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.

8.4 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 _____ ON _____ 2026

_____ _____

THE Supplier WITNESS

Represented by: [redacted]_____

in his capacity as **Managing Director** _____

DONE AND SIGNED AT _____ ON _____ 2026

_____ _____

THE CITY OF CAPE TOWN WITNESS

Represented by [redacted]

in his capacity as **DIRECTOR: TECHNICAL SERVICES**