



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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

**IN RESPECT OF CONTRACT NO: 368Q/2022/23 TERM TENDER FOR REPAIRS AND
MAINTENANCE OF THE FIRE SPRINKLER SYSTEMS AT VARIOUS BUILDINGS WITHIN THE CITY
OF CAPE TOWN**

(hereinafter the "**Contract**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

Santesh Maharaj

In his capacity as

Director: Facilities Management

Being duly authorised thereto

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

AND

SA FIRE WATCH (PTY) LTD

REGISTRATION NO: 2014/268296/07

Duly represented herein by

Moegamat Yusuf Allie

Being duly authorised thereto

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

1. PREAMBLE

- 1.1 **WHEREAS** on 11 September 2023 the City's Bid Adjudication Committee resolved in terms of resolution SCMB 20/08/23 to award the Tender from the date of commencement for a period up to 36 months not exceeding 30 June 2027;
- 1.2 **AND WHEREAS** the Tender concern **TERM TENDER FOR REPAIRS AND MAINTENANCE OF THE FIRE SPRINKLER SYSTEMS AT VARIOUS BUILDINGS WITHIN THE CITY OF CAPE TOWN.**
- 1.3 **AND WHEREAS** The City entered into a contract with SA FIRE WATCH (PTY) LTD, in terms of the Tender, which commenced on 01 July 2024 expiring on 30 June 2027 (the 'Contract');
- 1.4 **AND WHEREAS** the purpose of this Addendum is to amend the:
- 1.4.1 Contract Period, at the same rates, terms and conditions as the Tender for a period of twelve (12) months, on a month-to-month basis, from **01 July 2027 to 30 June 2028**, or until the replacement tender is implemented, whichever occurs first; and
- 1.4.2 Contract Price Adjustment ("CPA") clause contained in C1.2 Contract data, B13.0 Payment [25.0] table of the Contract to also apply beyond the 36th month of the contract.
- 1.5 **AND WHEREAS** all other terms and conditions of the Contract shall not be affected by this Addendum and shall remain in full force and effect.
- 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 include 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 Employer, 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. The provision of this Agreement 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 Tender no. 368Q/2022/23: TERM TENDER FOR REPAIRS AND MAINTENANCE OF THE FIRE SPRINKLER SYSTEMS AT VARIOUS BUILDINGS WITHIN THE CITY OF CAPE TOWN;
2.6.2	"the Contract"	Means the contract concluded and entered into between parties, as per paragraph 1.2; and
2.6.3	"Addendum"	Means this Addendum to the contract entered into between the Employer and the Contractor.

3. CONTRACT PERIOD

- 3.1. The parties agree and record herein that the contract period be extended, at the same rates, terms and conditions as the Tender from **01 July 2027 on a month-to-month basis, not exceeding 30 June 2028**, or until the replacement tender is implemented, whichever occurs first.
- 3.2. Irrespective of the signature date the effective date is 01 July 2027.
- 3.2. Notwithstanding clause 3.1 above, the City retains the option at its discretion to extend the Contract for such further period as may be mutually agreed with the Contractor, subject to compliance with all applicable legislation and official policies.

4. AMENDMENT OF C1.2 CONTRACT DATA, B13.0 PAYMENT [25.0]: CONTRACT PRICE ADJUSTMENT

- 4.1. As a result of the contract period extension herein, the parties agree and record herein that CPA shall be applicable beyond the 36th month of the contract and will follow the same principle for determining the base month (i.e. the 22nd month of the contract) and the current month (i.e. the 34th month of the contract), and shall be adjusted using the Haylett formula and CPAP works group indices as published by Statistics SA, in accordance with clause B13.0 Payment [25.0] of the contract.

5. CONFLICT BETWEEN THIS ADDENDUM AND THE CONDITIONS OF THE CONTRACT

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

6. WHOLE AGREEMENT, WAIVER AND VARIATION

- 6.1. 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.
- 6.2. 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.
- 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 Employer, or their duly appointed representatives.

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

- 6.1. Without detracting from, and in addition to, any of the other indemnities in this

Addendum, the Contractor 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.

6.2. The Contractor and/or its employees, agents, concessionaires, suppliers, sub-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 extension of the Contract Period. The Contractor also hereby waives any such claim it may have.

8. COSTS

8.1. 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.

9. SIGNATURE

9.1. 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.

9.2. 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.

The Employer		SA Fire Watch (Pty) LTD	
Signature:		Signature:	
Name:	Santesh Maharaj	Name:	Moegamat Yusuf Allie
Title:	Directo: Facilities Management	Title:	
Place:		Place:	
Date:		Date:	
Witness 1:		Witness 1:	

Witness 2:

Witness 2:
