



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

**CONTRACT NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT
AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**
(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

In [REDACTED] capacity as

The Director: Electricity Generation and Distribution
Being duly authorised thereto

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

AND

[REDACTED]

Represented herein by

In [REDACTED] capacity as

Western Cape Director
He warranting that he is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on **28 October 2024** the City Manager, in line with **CM 01/10/24**, resolved to award the Tender from the date of commencement, for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the provision of construction works for the installation and replacement of electrical equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** the Supplier was awarded a contract in respect of the Tender from 20 November 2024 until 19 November 2025 (the "Contract");
- 1.4. **AND WHEREAS** on **29 September 2025** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 85/09/25**, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from **20 November 2025 until 19 May 2026 ("First addendum")**;
- 1.5. **AND WHEREAS** on **20 April 2026** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 59/04/26** resolved to amend the Contract period from 20 May 2026 until 31 January 2027;
- 1.6. **AND WHEREAS** the Parties concluded an addendum amending the contract period from **20 May 2026 until 31 January 2027 ("Second addendum")**;
- 1.7. **AND WHEREAS** the purpose of this addendum is to amend the contract period from 01 February 2027 until 30 June 2027 on a month-to-month basis or until the replacement tender is implemented, whichever occurs first ;
- 1.8. **AND WHEREAS** the further purpose of this addendum is to amend the Contract Price Adjustment Clause 6.8.2 as set out in clause 5 below;
- 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 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 Supplier 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 DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE.
2.5.2.	the “Contract”	Means: the contract concluded and entered into between the Parties, as per paragraph 1.3.
2.5.3.	The “First addendum”	Means: the addendum entered into between the Parties on 29 October 2025.
2.5.4.	The “Second addendum”	Means: the addendum entered into between the Parties on 24 April 2026.
2.5.5.	“Addendum”	Means: this addendum to the Contract entered into between the Parties;

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 PERIOD

- 4.1. The Parties agree and record herein to amend the Contract period on a month-to-month basis or until the replacement tender is implemented, whichever occurs first commencing from 01 February 2027 until 30 June 2027.
- 4.2. The amendment of the Contract period will be effective from 01 February 2027, irrespective of the date of signature hereof.

5. CONTRACT PRICE ADJUSTMENT AMENDMENT

- 5.1. The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 currently provides as follows:

If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of clause 6.10.1 (excluding the value of those special materials referred to in clause 6.8.3) shall be increased or decreased by applying a "Contract Price Adjustment Factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,10.

The values of the coefficients are:

$a = 0,20$ $b = 0,25$ $c = 0,50$ $d = 0,05$

Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general

(excluding bitumen)," as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa

"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel", as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

5.2. **The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 be amended to provide as follows:**

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The Contract Prices shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

The Contract Price shall be adjusted as follows:

a) The base month for price adjustment shall be November 2025, being three (3) calendar months prior to 1 February 2026; and

b) The end month for price adjustment shall be November 2026, being three (3) calendar months prior to the effective date of the adjustment.

The adjustment shall be calculated in accordance with the Contract Price Adjustment formula contained in the Contract.

The adjusted rates shall be effective from 1 February 2027 and shall apply for the duration of this amendment period.

6. 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 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.

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

7. WHOLE AGREEMENT, WAIVER AND VARIATION

- 7.1. 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 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.
- 7.2. 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.
- 7.3. 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.

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.

DONE AND SIGNED AT _____ ON _____ 2026

THE SUPPLIER

WITNESS

Represented by: [REDACTED]
in [REDACTED] capacity as Western Cape Director

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by: [REDACTED]
in [REDACTED] capacity as The Director: Electricity Generation and Distribution



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Chief Operating Officer

[REDACTED] warranting that [REDACTED] is duly authorised thereto

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

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

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DONE AND SIGNED AT _____ ON _____ 2026

THE SUPPLIER

Represented by: [REDACTED]
in [REDACTED] capacity as **Chief Operating Officer**

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

Represented by: [REDACTED]
in [REDACTED] capacity as The Director: Electricity Generation and Distribution

WITNESS



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1. PREAMBLE

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- 7.2. 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.
- 7.3. 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.

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.

DONE AND SIGNED AT _____ ON _____ 2026

THE SUPPLIER

Represented by: [REDACTED]
in [REDACTED] capacity as **Director**

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

Represented by: [REDACTED]
in [REDACTED] capacity as The Director: Electricity Generation and Distribution

WITNESS



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

**CONTRACT NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT
AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**
(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

██████████
In █████ capacity as

The Director: Electricity Generation and Distribution
Being duly authorised thereto

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

AND

████████████████████
██

Represented herein by

████████████████████
In █████ capacity as

Member

████ warranting that █████ is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on **28 October 2024** the City Manager, in line with **CM 01/10/24**, resolved to award the Tender from the date of commencement, for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the provision of construction works for the installation and replacement of electrical equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** the Supplier was awarded a contract in respect of the Tender from 20 November 2024 until 19 November 2025 (the "Contract");
- 1.4. **AND WHEREAS** on **29 September 2025** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 85/09/25**, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from **20 November 2025 until 19 May 2026 ("First addendum")**;
- 1.5. **AND WHEREAS** on **20 April 2026** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 59/04/26** resolved to amend the Contract period from 20 May 2026 until 31 January 2027;
- 1.6. **AND WHEREAS** the Parties concluded an addendum amending the contract period from **20 May 2026 until 31 January 2027 ("Second addendum")**;
- 1.7. **AND WHEREAS** the purpose of this addendum is to amend the contract period from 01 February 2027 until 30 June 2027 on a month-to-month basis or until the replacement tender is implemented, whichever occurs first;
- 1.8. **AND WHEREAS** the further purpose of this addendum is to amend the Contract Price Adjustment Clause 6.8.2 as set out in Clause 5 below;
- 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 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 Supplier 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 DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE.
2.5.2.	the "Contract"	Means: the contract concluded and entered into between the Parties, as per paragraph 1.3;
2.5.3.	The "First addendum"	Means: the addendum entered into between the Parties on 29 October 2025.
2.5.4.	The "Second addendum"	Means: the addendum entered into between the Parties on 24 April 2026.
2.5.5.	"Addendum"	Means: this addendum to the Contract entered into between the Parties.

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 PERIOD

- 4.1. The Parties agree and record herein to amend the Contract period on a month-to-month basis or until the replacement tender is implemented, whichever occurs first commencing from 01 February 2027 until 30 June 2027.
- 4.2. The amendment of the Contract period will be effective from 01 February 2027, irrespective of the date of signature hereof.

5. CONTRACT PRICE ADJUSTMENT AMENDMENT

- 5.1. **The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 currently provides as follows:**

If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of clause 6.10.1 (excluding the value of those special materials referred to in clause 6.8.3) shall be increased or decreased by applying a "Contract Price Adjustment Factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,10.

The values of the coefficients are:

a = 0,20 b = 0,25 c = 0,50 d = 0,05

Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general

(excluding bitumen)," as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel", as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

5.2. **The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 be amended to provide as follows:**

If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of clause 6.10.1 (excluding the value of those special materials referred to in clause 6.8.3) shall be increased or decreased by applying a "Contract Price Adjustment Factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

The Contract Prices shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

The Contract Price shall be adjusted as follows:

- a) The base month for price adjustment shall be November 2025, being three (3) calendar months prior to 1 February 2026; and
- b) The end month for price adjustment shall be November 2026, being three (3) calendar months prior to the effective date of the adjustment.

The adjustment shall be calculated in accordance with the Contract Price Adjustment formula contained in the Contract.

The adjusted rates shall be effective from 1 February 2027 and shall apply for the duration of this amendment period.

6. **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 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.
- 6.2 The Supplier and/or its employees, agents, concessionaires, 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 extension of the Contract Period. The Supplier also hereby waives any such claim it may have.

7. WHOLE AGREEMENT, WAIVER AND VARIATION

- 7.1. 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 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.
- 7.2. 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.
- 7.3. 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.

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.

DONE AND SIGNED AT _____ ON _____ 2026

THE SUPPLIER

Represented by: _____
in _____ capacity as **Member**

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

Represented by: _____
in _____ capacity as The Director: Electricity Generation and Distribution

WITNESS



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

**CONTRACT NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT
AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**
(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

In [REDACTED] capacity as

The Director: Electricity Generation and Distribution
Being duly authorised thereto

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

AND

[REDACTED]

Represented herein by

In [REDACTED] capacity as

Procurement Manager

[REDACTED] warranting that [REDACTED] duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on **28 October 2024** the City Manager, in line with **CM 01/10/24**, resolved to award the Tender from the date of commencement, for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the provision of construction works for the installation and replacement of electrical equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** the Supplier was awarded a contract in respect of the Tender from 20 November 2024 until 19 November 2025 (the "Contract");
- 1.4. **AND WHEREAS** on **29 September 2025** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 85/09/25**, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from **20 November 2025 until 19 May 2026 ("First addendum")**;
- 1.5. **AND WHEREAS** on **20 April 2026** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 59/04/26** resolved to amend the Contract period from 20 May 2026 until 31 January 2027;
- 1.6. **AND WHEREAS** the Parties concluded an addendum amending the contract period from **20 May 2026 until 31 January 2027 ("Second addendum")**;
- 1.7. **AND WHEREAS** the purpose of this addendum is to amend the contract period from 01 February 2027 until 30 June 2027 on a month-to-month basis or until the replacement tender is implemented, whichever occurs first;
- 1.8. **AND WHEREAS** the further purpose of this addendum is to amend the Contract Price Adjustment Clause 6.8.2 as set out in 5 below;
- 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 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 Supplier 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 DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE;
2.5.2.	the "Contract"	Means: the contract concluded and entered into between the Parties, as per paragraph 1.3.
2.5.3.	The "First addendum"	Means: the addendum entered into between the Parties on 29 October 2025.
2.5.4.	The "Second addendum"	Means: the addendum entered into between the Parties on 24 April 2026.
2.5.5.	"Addendum"	Means: this addendum to the Contract entered into between the Parties.

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 PERIOD

- 4.1. The Parties agree and record herein to amend the Contract period on a month-to-month basis or until the replacement tender is implemented, whichever occurs first commencing from 01 February 2027 until 30 June 2027.
- 4.2. The amendment of the Contract period will be effective from 01 February 2027, irrespective of the date of signature hereof.

5. CONTRACT PRICE ADJUSTMENT AMENDMENT

- 5.1. The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 currently provides as follows:

If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of clause 6.10.1 (excluding the value of those special materials referred to in clause 6.8.3) shall be increased or decreased by applying a "Contract Price Adjustment Factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,10.

The values of the coefficients are:

$a = 0,20$ $b = 0,25$ $c = 0,50$ $d = 0,05$

Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general

(excluding bitumen)," as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel", as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

5.2. **The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 be amended to provide as follows:**

If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of clause 6.10.1 (excluding the value of those special materials referred to in clause 6.8.3) shall be increased or decreased by applying a "Contract Price Adjustment Factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

The Contract Prices shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

The Contract Price shall be adjusted as follows:

- a) The base month for price adjustment shall be November 2025, being three (3) calendar months prior to 1 February 2026; and
- b) The end month for price adjustment shall be November 2026, being three (3) calendar months prior to the effective date of the adjustment.

The adjustment shall be calculated in accordance with the Contract Price Adjustment formula contained in the Contract.

The adjusted rates shall be effective from 1 February 2027 and shall apply for the duration of this amendment period.

6. 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 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.
- 6.2 The Supplier and/or its employees, agents, concessionaires, 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 extension of the Contract Period. The Supplier also hereby waives any such claim it may have.

7. WHOLE AGREEMENT, WAIVER AND VARIATION

- 7.1. 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 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.
- 7.2. 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.
- 7.3. 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.

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.

DONE AND SIGNED AT _____ ON _____ 2026

THE SUPPLIER

WITNESS

Represented by: [REDACTED]
in [REDACTED] capacity as **Procurement Manager**

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by: [REDACTED]
in [REDACTED] capacity as The Director: Electricity Generation and Distribution



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

**CONTRACT NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT
AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**
(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

██████████
In █████ capacity as

The Director: Electricity Generation and Distribution
Being duly authorised thereto

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

AND

██
██

Represented herein by

██████████
In █████ capacity as

Chairman

████ warranting that █████ is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on **28 October 2024** the City Manager, in line with **CM 01/10/24**, resolved to award the Tender from the date of commencement, for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the provision of construction works for the installation and replacement of electrical equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** the Supplier was awarded a contract in respect of the Tender from 20 November 2024 until 19 November 2025 (the "Contract");
- 1.4. **AND WHEREAS** on **29 September 2025** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 85/09/25**, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from **20 November 2025 until 19 May 2026 ("First addendum")**;
- 1.5. **AND WHEREAS** on **20 April 2026** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 59/04/26** resolved to amend the Contract period from 20 May 2026 until 31 January 2027;
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- 1.8. **AND WHEREAS** the further purpose of this addendum is to amend the Contract Price Adjustment Clause 6.8.2 as set out in 5.2 below;
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2.5.1.	the “Tender”	Means: Tender DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE.
2.5.2.	the “Contract”	Means: the contract concluded and entered into between the Parties, as per paragraph 1.3.
2.5.3.	The “First addendum”	Means: the addendum entered into between the Parties on 29 October 2025.
2.5.4.	The “Second addendum”	Means: the addendum entered into between the Parties on 24 April 2026.
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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 PERIOD

- 4.1. The Parties agree and record herein to amend the Contract period on a month-to-month basis or until the replacement tender is implemented, whichever occurs first commencing from 01 February 2027 until 30 June 2027.
- 4.2. The amendment of the Contract period will be effective from 01 February 2027, irrespective of the date of signature hereof.

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- 5.1. The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 currently provides as follows:

If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of clause 6.10.1 (excluding the value of those special materials referred to in clause 6.8.3) shall be increased or decreased by applying a "Contract Price Adjustment Factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,10.

The values of the coefficients are:

a = 0,20 b = 0,25 c = 0,50 d = 0,05

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"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general (excluding bitumen)," as published in the Statistical News Release P0151.1,

Table 6 – Civil engineering material price indices of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index (PPI) for “Coal and Petroleum Products - Diesel”, as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

5.2. **The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 be amended to provide as follows:**

If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of clause 6.10.1 (excluding the value of those special materials referred to in clause 6.8.3) shall be increased or decreased by applying a “Contract Price Adjustment Factor” calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

The Contract Prices shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

The Contract Price shall be adjusted as follows:

- a) The base month for price adjustment shall be November 2025, being three (3) calendar months prior to 1 February 2026; and
- b) The end month for price adjustment shall be November 2026, being three (3) calendar months prior to the effective date of the adjustment.

The adjustment shall be calculated in accordance with the Contract Price Adjustment formula contained in the Contract.

The adjusted rates shall be effective from 1 February 2027 and shall apply for the duration of this amendment period.

6. 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 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.
- 6.2 The Supplier and/or its employees, agents, concessionaires, 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 extension of the Contract Period. The Supplier also hereby waives any such claim it may have.

7. WHOLE AGREEMENT, WAIVER AND VARIATION

- 7.1. 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 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.
- 7.2. 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.
- 7.3. 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.

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.

DONE AND SIGNED AT _____ ON _____ 2026

THE SUPPLIER

Represented by: [REDACTED]
in [REDACTED] capacity as **Chairman**

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

Represented by: [REDACTED]
in [REDACTED] capacity as The Director: Electricity Generation and Distribution

WITNESS



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

**CONTRACT NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT
AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**
(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

██████████
In █████ capacity as

The Director: Electricity Generation and Distribution
Being duly authorised thereto

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

AND

██
██

Represented herein by

████████████████████
In █████ capacity as

Director

█████ warranting that █████ is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on **28 October 2024** the City Manager, in line with **CM 01/10/24**, resolved to award the Tender from the date of commencement, for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the provision of construction works for the installation and replacement of electrical equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** the Supplier was awarded a contract in respect of the Tender from 15 November 2024 until 19 November 2025 (the "Contract");
- 1.4. **AND WHEREAS** on **29 September 2025** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 85/09/25**, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from **20 November 2025 until 19 May 2026 ("First addendum")**;
- 1.5. **AND WHEREAS** on **20 April 2026** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 59/04/26** resolved to amend the Contract period from 20 May 2026 until 31 January 2027;
- 1.6. **AND WHEREAS** the Parties concluded an addendum amending the contract period from **20 May 2026 until 31 January 2027 ("Second addendum")**;
- 1.7. **AND WHEREAS** the purpose of this addendum is to amend the contract period from 01 February 2027 until 30 June 2027 on a month-to-month basis or until the replacement tender is implemented, whichever occurs first;
- 1.8. **AND WHEREAS** the further purpose of this addendum is to amend the Contract Price Adjustment Clause 6.8.2 as set out in 5 below;
- 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 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 Supplier 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 DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE.
2.5.2.	the "Contract"	Means: the contract concluded and entered into between the Parties, as per paragraph 1.3.
2.5.3.	The "First addendum"	Means: the addendum entered into between the Parties on 29 October 2026.
2.5.4.	The "Second addendum"	Means: the addendum entered into between the Parties on 24 April 2026.
2.5.5.	"Addendum"	Means: this addendum to the Contract entered into between the Parties.

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 PERIOD

- 4.1. The Parties agree and record herein to amend the Contract period on a month-to-month basis or until the replacement tender is implemented, whichever occurs first commencing from 01 February 2027 until 30 June 2027.
- 4.2. The amendment of the Contract period will be effective from 01 February 2027, irrespective of the date of signature hereof.

5. CONTRACT PRICE ADJUSTMENT AMENDMENT

- 5.1. The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 currently provides as follows:

If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of clause 6.10.1 (excluding the value of those special materials referred to in clause 6.8.3) shall be increased or decreased by applying a "Contract Price Adjustment Factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,10.

The values of the coefficients are:

a = 0,20 b = 0,25 c = 0,50 d = 0,05

Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general

(excluding bitumen)," as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel", as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

5.2. **The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 be amended to provide as follows:**

If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of clause 6.10.1 (excluding the value of those special materials referred to in clause 6.8.3) shall be increased or decreased by applying a "Contract Price Adjustment Factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

The Contract Prices shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

The Contract Price shall be adjusted as follows:

- a) The base month for price adjustment shall be November 2025, being three (3) calendar months prior to 1 February 2026; and
- b) The end month for price adjustment shall be November 2026, being three (3) calendar months prior to the effective date of the adjustment.

The adjustment shall be calculated in accordance with the Contract Price Adjustment formula contained in the Contract.

The adjusted rates shall be effective from 1 February 2027 and shall apply for the duration of this amendment period.

6. 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 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.
- 6.2 The Supplier and/or its employees, agents, concessionaires, 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 extension of the Contract Period. The Supplier also hereby waives any such claim it may have.

7. WHOLE AGREEMENT, WAIVER AND VARIATION

- 7.1. 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 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.
- 7.2. 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.
- 7.3. 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.

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.

DONE AND SIGNED AT _____ ON _____ 2026

THE SUPPLIER

Represented by: [REDACTED]
in [REDACTED] capacity as **Director**

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

Represented by: [REDACTED]
in [REDACTED] capacity as The Director: Electricity Generation and Distribution

WITNESS



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

**CONTRACT NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT
AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**
(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

In [REDACTED] capacity as

The Director: Electricity Generation and Distribution

Being duly authorised thereto

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

AND

[REDACTED]

Represented herein by

In [REDACTED] capacity as

Director

[REDACTED] warranting that [REDACTED] is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on **28 October 2024** the City Manager, in line with **CM 01/10/24**, resolved to award the Tender from the date of commencement, for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the provision of construction works for the installation and replacement of electrical equipment and infrastructure for the Energy directorate;
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- 1.4. **AND WHEREAS** on **29 September 2025** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 85/09/25**, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from **20 November 2025 until 19 May 2026 ("First addendum")**;
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- 1.8. **AND WHEREAS** the further purpose of this addendum is to amend the Contract Price Adjustment Clause 6.8.2 as set out in 5 below;
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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 PERIOD

- 4.1. The Parties agree and record herein to amend the Contract period on a month-to-month basis or until the replacement tender is implemented, whichever occurs first commencing from 01 February 2027 until 30 June 2027.
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5. CONTRACT PRICE ADJUSTMENT AMENDMENT

- 5.1. The Parties agree and record herein that the Contract Price Adjustment Clause 6.8.2 currently provides as follows:

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"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general

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The adjustment shall be calculated in accordance with the Contract Price Adjustment formula contained in the Contract.

The adjusted rates shall be effective from 1 February 2027 and shall apply for the duration of this amendment period.

6. 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 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.
- 6.2 The Supplier and/or its employees, agents, concessionaires, 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 extension of the Contract Period. The Supplier also hereby waives any such claim it may have.

7. WHOLE AGREEMENT, WAIVER AND VARIATION

- 7.1. 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 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.
- 7.2. 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.
- 7.3. 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.

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.

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- 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.

DONE AND SIGNED AT _____ ON _____ 2026

THE SUPPLIER

Represented by: [REDACTED]
in [REDACTED] capacity as **Director**

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

Represented by: [REDACTED]
in [REDACTED] capacity as The Director: Electricity Generation and Distribution

WITNESS