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. 338Q/2021/22: TERM TENDER FOR ROAD REHABILITATION, RESURFACING AND ANCILLARY WORKS
(hereinafter referred to as the "**Contract**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

Ian Bowker
In his capacity as

Director: Roads Infrastructure Management
Being duly authorised thereto

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

AND

Power Construction (Pty) Ltd
[redacted]

Represented herein by

[redacted]
In his capacity as

Chief Estimator
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 42/09/23** dated **18 September 2023** resolved to award Tender 338Q/2021/22 from the date of commencement until 30 June 2026;

1.2. **AND WHEREAS** the Tender concerns the Term Tender for Road Rehabilitation, Resurfacing and Ancillary Works;

1.3. **AND WHEREAS** the Contractor was awarded a contract in respect of the Tender from 01 January 2024 until 30 June 2026 (the "**Contract**");

1.4. **AND WHEREAS** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 05/04/26** dated **01 April 2026** resolved to expand the Contract period on a month- to-month basis for a maximum period of six (6) months from 01 July 2026 until 31 December 2026 or until the replacement tender, 202Q/2024/25 is in place, whichever occurs first;

1.5. **AND WHEREAS** the Parties concluded an addendum expanding the contract period on a month- to-month basis for a maximum period of six (6) months from 01 July 2026 until 31 December 2026 or until the replacement tender, 202Q/2024/25 is in place, whichever occurs first ("first Addendum");

1.6. **AND WHEREAS** the purpose of this addendum is to amend the Contract period for a period of 24 months on a month-to-month basis, from 1 January 2027 until 31 December 2028, or until the replacement tender is awarded, whichever occurs first.

1.7. **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. 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 Tender no. **338Q/2021/22: TERM TENDER FOR ROAD REHABILITATION, RESURFACING AND ANCILLARY WORKS**
2.6.2.	the "Contract"	means the contract concluded and entered into between the Parties, as per paragraph 1.3.
2.6.3.	The " First Addendum"	Means the addendum concluded and entered into between the City and the Contractor on 2 April 2026.
2.6.4.	"Addendum"	Means this addendum to the Contract entered into between the City and the Contractor.

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 AMENDMENTS

4.1. The Parties agree and record herein to amend the Contract period for a period of 24 months on a month-to-month basis, from 01 January 2027 until 31 December 2028 or until the replacement tender is awarded, whichever occurs first. Should the replacement tender 202Q/2024/25 become operational during the amendment period, the following transitional measures shall apply:

4.1.1. Upon the replacement tender becoming operational, no new Work Packages shall be issued under the amended contract.

4.1.2. All Work Packages issued prior to the operational commencement of the replacement tender shall remain valid and continue under the amended contract. These Work Packages shall run their natural course until completion, provided completion can be achieved within the amendment contract period. Work that cannot be completed within the amendment period will not be allocated.

4.1.3. From the date on which the replacement tender becomes operational, all new Work Packages shall be issued exclusively under the new / replacement tender to those bidders who are awarded.

5. PROTECTION OF PERSONAL INFORMATION

5.1. The Contractor acknowledges that, for the purposes of the Contract, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which City is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

5.2. The Contractor agrees that they will at all times comply with 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.

5.3. The Contractor 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 the Contract.

5.4. The Contractor agrees that it shall notify the City immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

5.5. Unless so required by law, the Contractor 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.

5.6. The Contractor hereby indemnifies and holds the City harmless against all claims, losses, damages and costs of whatsoever nature suffered by the City arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

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

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 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, 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.

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 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.

7.2. 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.

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 Contractor 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 CONTRACTOR WITNESS

Represented by**:** [redacted]

in his capacity as **Chief Estimator**

DONE AND SIGNED AT _____ ON _____ 2026.

_____ _____

THE CITY OF CAPE TOWN WITNESS

Represented by: **Ian Bowker**

in his capacity as **Director**