



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. 34Q/2021/22: TERM TENDER FOR THE MAINTENANCE, REDECORATION,
ALTERATIONS AND ADDITIONS TO CONVENTIONAL AND HERITAGE BUILDINGS AND
STRUCTURES**

(hereinafter the "**Contract**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

[REDACTED]

In his capacity as

[REDACTED]

Being duly authorised thereto

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

AND

[REDACTED]

[REDACTED]

Represented herein by

[REDACTED]

Being duly authorised thereto

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

1. PREAMBLE

- 1.1 **WHEREAS** on **05 September 2022**, the City's Supply Chain Management Bid Adjudication Committee, as per resolution **SCMB 13/09/22**, resolved to award the Tender for 36 months from date from the date of commencement until 01 December 2025.
- 1.2 **AND WHEREAS** the Tender concerns the TERM TENDER FOR THE MAINTENANCE, REDECORATION, ALTERATIONS AND ADDITIONS TO CONVENTIONAL AND HERITAGE BUILDINGS AND STRUCTURES.
- 1.3 **AND WHEREAS** the Supplier was awarded a contract in respect of Tender, which commenced from the date of commencement until 01 December 2025 ("the Contract").
- 1.4 **AND WHEREAS** the Contract underwent a first amendment, amending the Contract period for a period of 12 months, on a month-to-month basis, from 01 December 2025 to 02 December 2026, in accordance with SCMB 64/07/25 dated 28 July 2025.
- 1.5 **AND WHEREAS** the purpose of this Addendum is to amend the Contract, as follows:
- 1.5.1 To amend the Contract period on a month-to-month basis, for a period not exceeding twenty-five (25) months, from **02 December 2026 to 01 January 2029**, or until the replacement tender is implemented, whichever occurs first, at the same rates, terms and conditions.
- 1.5.2 To amend Clause B13.0 Payment [25.0] of the Contract Data to extend the application of the Contract Price Adjustment provisions ("CPAP") from **02 December 2026 to 01 January 2029**.
- 1.5.3 To amend Clause B13.0 Payment [25.0] of the Contract Data to include work group indices that were omitted.
- 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 Purchaser, the Supplier 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 provisions 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. 034Q/2021 /22: TERM TENDER FOR THE MAINTENANCE, REDECORATION, ALTERATIONS AND ADDITIONS TO CONVENTIONAL AND HERITAGE BUILDINGS AND STRUCTURES.
2.6.2	"the Contract"	Means the contract concluded and entered into between parties, as per paragraph 1.3.
2.6.3	"first amendment"	Means the amendment to the Contract, extending it from 02 December 2025 to 01 December 2026.
2.6.5	This "Addendum"	Means this Addendum to the Contract entered into between the Purchaser and the Supplier.

3. CONTRACT PERIOD

- 3.1. The parties agree and record herein to extend the Contract period, on a month-to-month basis for a period of thirty (30) months, from **02 December 2026 to 01 January 2029**, or until the replacement tender is implemented, whichever occurs first, at the same rates,

terms and conditions.

- 3.2. The amendment will be effective from 02 December 2026, irrespective of the date of signature hereof.

4. AMENDMENT TO THE CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION

- 4.1. As a result of the Contract period amendment herein, the parties hereby agree to add the following clauses under clause B 13.0 Payment [25.0] of the contract:

CPAP for year 4 (02 December 2025 to 01 December 2026)

CPAP for year 4 will be calculated in month 36 based on current indices for month 34 and will be applicable for the next 12 months with the base month being the 22 months from commencement of the Contract.

CPAP for year 5 (02 December 2026 to 01 December 2027)

CPAP for year 5 will be calculated in month 48 based on current indices for month 46 and will be applicable for the next 12 months with the base month being the 34th month from commencement of the Contract.

CPAP from 02 December 2027 to 01 January 2029

CPAP from 02 December 2027 to 01 January 2029 will be calculated in month 60 based on current indices for month 58 and will be applicable for from 02 December 2027 to 01 January 2029 with the base month being the 46th month from commencement of the Contract.

- 4.2. Parties further agree and record herein to amend Clause B 13.0 Payment [25.0] in the Contract Data to add the following working group that was omitted:
- work group 102: Alterations
 - work group 190: Preliminaries

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 Supplier and the Purchaser, 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 Purchaser may grant to the Supplier or any condonation by the Purchaser of any breach of the terms of this Addendum will not become binding on the Purchaser. The Purchaser 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 Supplier and the Purchaser, or their duly appointed representatives.

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

- 7.1 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 Purchaser 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.
- 7.2 The Supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the Purchaser 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. The Supplier 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 PURCHASER

[REDACTED]

Signature: _____

Signature: _____

Name: [REDACTED] _____

Name: [REDACTED] _____

Title: [REDACTED] _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness _____