CITY OF CAPE TOWN
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STAD KAAPSTAD

ADDENDUM IN RESPECT OF

009Q/2024/25: **HARD AND SOFT LANDSCAPING UPGRADE FOR CHAPEL STREET, DISTRICT SIX**
(hereinafter referred to as the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

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

Represented herein by

[redacted]

In her capacity as

Director Urban Planning and Design

AND

Umzali Civils (Pty) Ltd

[redacted]

Represented herein by

[redacted]
he is warranting that he is duly authorised by resolution of the aforementioned corporation to enter into this addendum and to bind the aforementioned corporation accordingly

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

1. PREAMBLE

1.1. **WHEREAS** on **9 DECEMBER 2024** the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 53/12/24** resolved to award the Tender from the date of commencement and ending 30 June 2026.

1.2. **AND WHEREAS** the Tender concerns the Hard and Soft Landscaping Upgrade for Chapel Street, District Six

1.3. **AND WHEREAS Umzali Civils (Pty) Ltd** was awarded a contract in terms of the Tender, from 27 March 2025 to the 30 December 2026. (the 'Contract').

1.4. **AND WHEREAS** a Variation of Time of three (3) months was approved on 10 February 2026, extending the practical completion date from 30 June 2026 to 30 September 2026 and a further Variation of Time of three (3) months was approved on 1 July 2026, extending the practical completion date from 30 September 2026 to 30 December 2026.

1.5. **AND WHEREAS** the purpose of this Addendum is to extend the contract period from 31 December 2026 to the 30 June 2027 on the same terms and conditions as the tender.

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. 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 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 009Q/2024/25: HARD AND SOFT LANDSCAPING UPGRADE FOR CHAPEL STREET, DISTRICT SIX
2.6.2.	"the Contract"	means the contract concluded and entered into between parties, as per paragraph 1.3.
2.6.3.	"Addendum"	Means this addendum to the Tender 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. AMENDMENT TO THE CONTRACT

The Parties agree and record herein to extend the contract period from 31 December 2026 to the 30 June 2027, on the same terms and conditions as the tender.

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 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.

5.2. 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.

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 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 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 CONTRACTOR WITNESS

Represented by: _____

in his capacity as _____

The **City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Employer"), herein represented by the following persons.

DONE AND SIGNED AT _____ ON _____ 2026

_____ _____
THE CITY OF CAPE TOWN WITNESS
Represented by [redacted]
in his capacity as **Director: Urban Planning and Design**