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.
110G/2020/21

SUPPLY AND DELIVERY OF SOFT SOLDER, ALUMINIUM SOLDER AND TIN ALLOY SOLDER

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

CONCLUDED BETWEEN

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

Represented herein by

[redacted]

In [redacted] capacity as

Director: Electricity Generation and Distribution
Being duly authorised thereto

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

AND

[redacted]

Represented herein by

[redacted]

In [redacted] capacity as

Sales and Operations Manager

Warranting that [redacted] is duly authorised thereto

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

1. PREAMBLE

1.1 **WHEREAS** on **24 May 2021** the City's Supply Chain Management Bid Adjudication Committee, as per resolution **SCMB 85/05/21**, resolved to award Tender No. 110G/2020/21 with a contract period for a period of 60 months from the date of commencement, expected to commence on 1 September 2021 and conclude on 31 August 2026;

1.2 **AND WHEREAS** the Tender concerns for **SUPPLY AND DELIVERY OF SOFT SOLDER, ALUMINIUM SOLDER AND TIN ALLOY SOLDER**;

1.3 **AND WHEREAS** the Supplier [redacted] was awarded a contract in respect of the Tender from 7 April 2022 until 31 August 2026 ('the **Contract'**);

1.4 **AND WHEREAS** on **9 March 2026** the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 28/03/26** resolved the Expansion of the Contract on a month-to-month basis for a period not exceeding six (6) months, from 01 September 2026 to 28 February 2027, at the same rates, terms and conditions;

1.5 **AND WHEREAS** the purpose of this Addendum is for the amendment of the Contract Period at the same rates, terms and conditions, on a month-to-month basis for a period not exceeding twelve months from 01 March 2027 to 29 February 2028, or until the replacement tender is implemented, whichever event occurs first;

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 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 include 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 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 110G/2020/21: SUPPLY AND DELIVERY OF SOFT SOLDER, ALUMINIUM SOLDER AND TIN ALLOY SOLDER.
2.6.2	"the Contract"	Means the contract concluded and entered into between parties, as per paragraph 1.3.
2.6.3	" first addendum"	Means the addendum concluded and entered into between the parties on 15 June 2026.
2.6.4	"Addendum"	Means this Addendum entered into between the City and the Supplier.

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 the clause, terms and/or specifications of the Addendum and the Contract, the clause, term, specification or condition of the Addendum shall take precedence.

4. CONTRACT PERIOD AMENDMENT

4.1 The Parties agree and record herein to the amendment of the Contract Period at the same rates, terms and conditions, on a month-to-month basis for a period not exceeding twelve months from 01 March 2027 to 29 February 2028, or until the replacement tender is implemented, whichever event occurs first.

4.2 This amendment will be effective as of 01 March 2027, irrespective of the date of signature of the Addendum.

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 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 the Addendum, including but not limited to the amendment of the Contract.

5.2. 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. The Supplier 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 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.

6.2 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.

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 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 SUPPLIER WITNESS

Represented by: _____

in [redacted] capacity as _____

DONE AND SIGNED AT _____ ON_____ 2026

_____ _____

THE CITY OF CAPE TOWN WITNESS

Represented by: [redacted]

in [redacted] capacity as **Director: Electricity Generation and Distribution**