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. 276S/2021/22: General Cleaning Services at City Buildings (Leased and Owned Buildings)

(hereinafter the "**Contract**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

Santesh Maharaj

In his capacity as

Director: Facilities Management

Being duly authorised thereto

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

AND

[redacted]

REGISTRATION NO: [redacted]

Represented herein by

[redacted]
In his capacity as

[redacted]
Being duly authorised thereto

(hereinafter referred to as the "Supplier")

1. PREAMBLE

1.1 **WHEREAS** on **12 June 2023** the City's Supply Chain Management Bid Adjudication Committee, in terms of resolution **SCMB 51/06/23**, resolved to award the Tender from the date of commencement, not exceeding a period of thirty-six (36) months until 30 June 2026;

1.2 **AND WHEREAS** the Tender concerns the General Cleaning Services at City Buildings [Leased and Owned];

1.3 **AND WHEREAS** the City appointed the Supplier pursuant to the Tender as the main service provider for Areas 1, 2, and 4, from 24 August 2023 until 30 June 2026 ("the Contract");

1.4 **AND WHEREAS** on 16 February 2026, the City's Supply Chain Management Bid Adjudication Committee resolved in terms of resolution SCMB 43/02/26 to expand the Contract Period, on a month-to-month basis, at the same rates, terms and conditions for a period of six (6) months, from **01 July 2026** to **31 December 2026**, or until the replacement tender is implemented, whichever occurs first.

1.5 **AND WHEREAS** on 13 March 2026 the Parties concluded an addendum to record the expansion of the Contract ("First Addendum").

1.6 **AND WHEREAS** the purpose of this Addendum is to amend:

1.6.1 The Contract Period, by extending it further at the same rates, terms and conditions on a month-to-month basis not exceeding a period of 12 months, **until 31 December 2027**, or until the replacement tender is implemented, whichever occurs first; and

1.6.2 The Schedule 8: Contract Price Adjustment by extending the application of the Contract Price Adjustment ("CPA") for the duration of the amended Contract Period.

1.7 **AND WHEREAS** all other terms and conditions of the Contract shall not be affected by this Addendum and shall remain in full force and effect;

1.8 **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. 276S/2021/22: General Cleaning Services at City Buildings [Leased and Owned];
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 contract entered into between the Purchaser and the Supplier.
2.6.4	"First Addendum"	Means the addendum to the contract entered into between the Purchaser and the Supplier on 13 March 2026.

3. AMENDMENT OF THE CONTRACT PERIOD

3.1. The parties agree and record herein to extend the Contract, at the same rates, terms and conditions on a month-to-month basis not exceeding a period of twelve (12) months, from **01 January 2027 not exceeding 31 December 2027**, or until the replacement tender is implemented, whichever occurs first, irrespective of the signature date hereof.

3.2. Notwithstanding clause 3.1 above, the Purchaser retains the option at its discretion to extend the Contract for such further period as may be mutually agreed with the Supplier, subject to compliance with all applicable legislation and official policies.

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 8 of the Contract:

CPI Claims Year 4:
4th year: Subject to adjustment in accordance with the Consumer Price Index. (Base month for the price adjustment shall be the month of commencement of the 3rd year and end date shall be 12th month of the 3rd year).

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.

7.1 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:	Santesh Maharaj	Name:	[redacted]

Title:	Director: Facilities Management	Title:	[redacted]
Date:		Date:	
Witness:		Witness:	