



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

THIRD ADDENDUM

In respect of

ADDENDUM IN TERMS OF SECTION 116(3) OF MUNICIPAL FINANCE MANAGEMENT ACT 56 OF 2003

**IN RESPECT OF CONTRACT NO. TENDER NO. 002S/2022/23 PROVISION FOR
THE SUPPLY, SERVICING, REPAIRS, TESTING AND CERTIFICATION OF
BREATHING APPARATUS EQUIPMENT AND CYLINDERS FOR THE CITY OF CAPE
TOWN**

(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

[REDACTED]

In his capacity as

Executive Director: Safety and Security

Being duly authorised thereto

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

AND

[REDACTED]

REGISTRATION NO.

[REDACTED]

DULY REPRESENTED BY

[REDACTED]

He is warranting that he is duly authorised thereto

Hereinafter referred to as the "**Supplier**"

1. PREAMBLE

- 1.1 **WHEREAS** on 3 April 2023 the City's Bid Adjudication Committee, as per resolution SCMB 17/04/23, resolved to award Tender 002S/2022/23 SUPPLY, SERVICING, REPAIRS, TESTING AND CERTIFICATION OF BREATHING APPARATUS EQUIPMENT AND CYLINDERS FOR THE CITY OF CAPE TOWN was awarded to [REDACTED], as Main Supplier for items 1, 2 and 12, [REDACTED] recommended as Main supplier of supplier for Basket 2 (item 8-15 with sub items), [REDACTED] recommended as Main supplier for Basket 1, Item 3-7 with sub-items and items 15,16,17 and 18, with commencement date from 01 July 2023 and termination date on 30 June 2026.
- 1.2 **AND WHEREAS** on 27 October 2025 the City's Bid Adjudication Committee as per resolution SCMB 99/10/25 resolved that Contract no: 002/2022/23 awarded to [REDACTED] for SUPPLY, SERVICING, REPAIRS, TESTING AND CERTIFICATION OF BREATHING APPARATUS EQUIPMENT AND CYLINDERS FOR THE CITY OF CAPE TOWN **BE AMENDED** relating to Schedule 8, (contract price adjustment condition) i.e. Defining the mechanisms, formulas and indices to be used to calculate Contract Price Adjustment.
- 1.3 **AND WHEREAS** on 18 May 2026 the City's Bid Adjudication Committee as per resolution SCMB 60/05/26 that Contract no: 002/2022/23 awarded to [REDACTED] for SUPPLY, SERVICING, REPAIRS, TESTING AND CERTIFICATION OF BREATHING APPARATUS EQUIPMENT AND CYLINDERS FOR THE CITY OF CAPE TOWN **BE EXPANDED** on a month to month basis from 01 July 2026 to 31 December 2026, not exceeding 6 months or until the replacement tender is implemented, whichever occurs first at the same rates, terms and conditions
- 1.4 **AND WHEREAS** the purpose of this Addendum is to amend Schedule 8 Section A, the Consumer Price Index (CPI) of the First Addendum.
- 1.5 **AND WHEREAS** the Parties wish to amend the Contract accordingly and record same by means of this Addendum, which is not a novation of the Contract, and wish to record the terms and conditions of that amendment in writing.
- 1.6 This Addendum shall be read subject to and in context of the provisions of the

Contract and shall only amend and add to the Contract as is expressly provided for in this Addendum.

- 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:

1. INTERPRETATION AND DEFINITIONS

- 1.1. Words and phrases defined in the Contract or in the annexures to the Contract will bear the same meanings herein.
- 1.2. 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.
- 1.3. 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.
- 1.4. Any reference to "the Parties" or "a Party" will mean a reference to the City, the Supplier or both, depending on the context.
- 1.5. The provisions of this Addendum supersedes the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.
- 1.6. Unless inconsistent with the context, the expressions set forth in this Addendum shall bear the following meanings:

1.6.1.	"the Tender"	means Tender: Provision of the Supply, Servicing, Repairs, Testing and Certification of Breathing Apparatus Equipment and Cylinders for City of Cape Town.
1.6.2.	"the Contract"	Addendum entered into by the Parties dated 15 December 2025.
1.6.3.	"Addendum"	means this Addendum to the Contract entered into between the City and the Supplier.

2. CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT

- 2.1. 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 clauses, terms and/or specification of the Addendum and the Contract, the clauses, terms, specification or conditions of the Addendum shall take precedence.

3. AMENDMENT TO CLAUSE SCHEDULE 8 SECTION A, THE CONSUMER PRICE INDEX OF THE FIRST ADDENDUM.

- 3.1. The parties agree and record herein to amend Section A; by deleting in total the amendment recorded in the First Addendum and replace it with the following:

3.1.1. *"The first year of the contract period shall commence from 01 July 2023 until 30 June 2024 and the contract price(s) shall be fixed and not be subject to any Contract Price Adjustment"*

3.1.2. *The second year of the period contract shall be from 01 July 2024 until 30 June 2025. Average CPI will be calculated by adding the percentage CPI for 12 months and dividing it by 12 months (number of months).*

3.1.3. *The third year of the period contract shall be 01 July 2025 until 30 June 2026. Average CPI will be calculated by adding the percentage CPI for 12 months and dividing it by 12 months (number of months).*

➤ **10%** of the current price will remain fixed for the contract period.

90% of the current price will be subject to adjustment annually based on the average percentage of 12 months as published by STATSSA- Consumer Price Index (P0141-Table B2-CPI headline year on year rates as follows:.

- **From start of 13th month to the end of the 24th month;** Subject to contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2-CPI headline year-on-year rates)

Base month for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

- **From start of 25th month to the end of the 36th month;** Subject to contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2-CPI headline year-on-year rates)

- **Base month** for the price adjustment shall be the three (3)

calendar months prior to the 24th month. The **end month** shall be three (3) calendar months prior to the 24th month

Example:

- The claim will be based on the average between the “base month” and the “end month”, e.g.: **7+6+9+6=28 (28/4) = 7** therefore the claim will be 7%.

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

- 4.1. 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 this Addendum, including but not limited to the amendment of the Contract Period.
- 4.2. The Supplier and/or its employees, agents, concessionaires, contractors, Suppliers 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 Supplier also hereby waives any such claim it may have.

5. WHOLE AGREEMENT, WAIVER AND VARIATION

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

6. COSTS

- 6.1. 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.

7. SIGNATURE

- 7.1. 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.
- 7.2. 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 SUPPLIER
Represented by [REDACTED]
In his capacity as

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN
Represented by [REDACTED]
in his capacity as Executive Director: Safety and Security Directorate

WITNESS