



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

In respect of

**CONTRACT NO. 172G/2022/23: SUPPLY, SERVICING, REPAIR AND MAINTENANCE OF
MECHANICAL SCREENS AND ASSOCIATED WORKS IN THE CITY OF CAPE TOWN**

(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 "**City**")

AND

[REDACTED]

[REDACTED]

Duly represented by

[REDACTED]

In his capacity as

[REDACTED]

He warranting that he is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on 26 September 2023 the City's Supply Chain Management Bid Adjudication Committee ("SCMBAC"), as per resolution SCMB 58/08/23, resolved to award the Tender, for 36 months from date of commencement;
- 1.2. **AND WHEREAS** the Tender concerns the supply, servicing, repair and maintenance of mechanical screens and associated works in the City of Cape Town;
- 1.3. **AND WHEREAS** the Supplier was awarded a contract in terms of the Tender, from 27 November 2023 until 26 November 2026 ("**the Contract**");
- 1.4. **AND WHEREAS** the purpose of this Addendum is to extend the Contract period on a month-to-month basis not exceeding a period of twenty-four **(24) months**, or until the replacement tender is finalised and implemented, whichever occurs first, **from 27 November 2026 not exceeding 26 November 2028**;
- 1.5. **AND WHEREAS** the further purpose of this Addendum is to extend the application of the Contract Price Adjustment clauses ("CPA") of the Contract;
- 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 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. Unless inconsistent with the context, the expressions set forth in this Addendum shall bear the following meanings:

2.5.1	"The Tender"	Means Tender No. 172G/2022/23 - Supply, Servicing, Repair and Maintenance of Mechanical screens and associated works in the City of Cape Town.
2.5.2	"The Contract"	Means the contract concluded and entered into between parties, as per paragraph 1.3.
2.5.4	"Addendum"	Means this addendum to the Contract 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 any clauses, terms and/or specifications of the Addendum and the Conditions of Contract, the clauses, terms, specifications or condition of the Addendum shall take precedence.

4. CONTRACT AMENDMENTS

- 4.1 The Parties agree and record herein that the Contract period be extended on a month-to-month basis not exceeding a period of twenty-four (24) months, or until the replacement tender is implemented, whichever occurs first, **from 27 November 2026 not exceeding 26 November 2028.**
- 4.2 The Parties further agree to add the following provisions under clause 1.4(d)(iii) of clause 17 of the Special Conditions of Contract ("SCC"):

1.4(d)(iv):

In year 4, the rates submitted shall be subject to adjustment. Base month (base indices) for the price adjustment shall be the 25th month of the contract (month of commencement of the 3rd year) and end date (current indices)

shall be the 36th month of the contract. The adjustment will be applicable for the next 12 months thereafter.

In year 5, the rates submitted shall be subject to adjustment. Base month (base indices) for the price adjustment shall be the 37th month of the contract (month of commencement of the 4th year) and end date (current indices) shall be the 48th month of the contract. The adjustment will be applicable for the next 12 months thereafter.

5. WHOLE AGREEMENT, WAIVER AND VARIATION

- 5.1. This Addendum embodies the whole agreement between the Parties. No agreement, 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 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. LIMITATION OF THE CITY'S LIABILITY AND INDEMNITY, REGARDING THIS ADDENDUM

- 6.1. 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.

- 6.2. The Supplier and/or its employees, agents, concessionaires, suppliers, 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.

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.

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.

DONE AND SIGNED AT _____ ON _____ 2025

SUPPLIER

WITNESS

THE

Represented by: [REDACTED]

in his capacity as [REDACTED]

DONE AND SIGNED AT _____ ON _____ 2025

THE CITY OF CAPE TOWN

WITNESS

Represented by [REDACTED]

in his capacity as [REDACTED]