



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

**TENDER/CONTRACT NO. 194C/2020/21: TERM TENDER FOR THE PROVISION OF
MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION
DEPARTMENT OF THE CITY OF CAPE TOWN**

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

Concluded between

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

Represented herein by


In his capacity as

DIRECTOR: BULK SERVICES

Being duly authorised thereto by way of sub-delegated authority

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

AND

BIGEN AFRICA SERVICES (PTY) LTD
Company Registration no. (1999/000974/07)
Represented herein by



He/she warranting that he/she 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 "**Service Provider**")

1. PREAMBLE

- 1.1. **WHEREAS** on 17 May 2021 the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 50/05/21** resolved to award the Tender for a period of 60 months from the date of commencement.
- 1.2. **AND WHEREAS** on 29 September 2021 the City's Executive Council in line with **SPC 11/09/21** resolved to award the Tender in terms of Section 33 of the MFMA for a period exceeding 3 financial years.
- 1.3. **AND WHEREAS** the Tender concerns the TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DEPARTMENT OF THE CITY OF CAPE TOWN.
- 1.4. **AND WHEREAS** Bigen Africa Services (Pty) Ltd, was awarded a contract in terms of the Tender for the Wastewater Treatment Branch of the Water & Sanitation Directorate of the City, for a period of 60 months from the date of commencement (the 'Contract').
- 1.5. **AND WHEREAS** the purpose of this Addendum is to extend the Contract period, on a month-to-month basis at the same terms and conditions as the tender, from 1 October 2026 until 30 September 2027.
- 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 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 Service Provider 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 NO. 194C/2020/21: TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DEPARTMENT OF THE CITY OF CAPE TOWN
2.6.2.	"the Contract"	means the contract concluded and entered into between parties, as per paragraph 1.4
2.6.3.	"Addendum"	Means this addendum to the Contract entered into between the City and the Service Provider.

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

- 4.1 The Parties agree and record herein to extend the Contract period on a month-to-month basis, at the same terms and conditions as the tender, from 1 October 2026 until 30 September 2027.

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 Service Provider 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, except for claims in terms of the Service Provider Contract.
- 5.2. The Service Provider 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 Service Provider also hereby waives any such claim it may have, except for claims in terms of the Service Provider Contract.

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 Service Provider 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 Service Provider 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 Service Provider of all of the Service Provider'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 Service Provider 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 SERVICE PROVIDER

WITNESS

Represented by: _____

in his capacity as _____

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by [REDACTED]
in his capacity as **DIRECTOR: BULK SERVICES**