



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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

In respect of

**CONTRACT NO. 305Q/2020/21: CONSTRUCTION OF IRT PHASE 2A
INFRASTRUCTURE: GOVAN MBEKI ROAD BETWEEN LANSDOWNE ROAD AND
HEINZ ROAD**

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

[REDACTED]

In her capacity as

Director: Transport Infrastructure Implementation
Being duly authorised thereto

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

AND

GOVAN MBEKI IRT JV
(a Joint Venture between:

CIVILS 2000 (PTY) LTD
REGISTRATION NUMBER: [REDACTED]
and
GRINAKE- LTA (PTY) LTD
REGISTRATION NUMBER: [REDACTED]

Represented herein by

[REDACTED]

he warranting that he is duly authorised thereto

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

1. **PREAMBLE**

- 1.1. **WHEREAS** the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 39/08/21** dated **16 August 2021** resolved to award the Tender, from date of commencement until 30 May 2026;
- 1.2. **AND WHEREAS** the Contractor was awarded a contract in terms of the Tender from 1 July 2022 until 30 May 2026, with a contract value of R 459 250 000.0, contingency inclusive, excluding VAT ("the Contract");
- 1.3. **AND WHEREAS** the Tender concerns the **CONSTRUCTION OF PHASE 2A IRT INFRASTRUCTURE: GOVAN MBEKI ROAD BETWEEN LANSDOWNE ROAD & HEINZ ROAD**;
- 1.4 **AND WHEREAS** the Contract period was varied from 31 May 2026 to 26 November 2026, in line with the Time Variation approval dated 25 February 2026.
- 1.5 **AND WHEREAS** the Contract value was increased from R 459 250 000.00, including contingency and excluding VAT to R 522 422 748.00, including contingency and excluding VAT, being by R 63 172 748.00 (excluding VAT), in line with the City's Supply Chain Management Bid Adjudication Committee resolution **SCMB 70/06/26** dated **22 June 2026**.
- 1.6 **AND WHEREAS** the purpose of this Addendum is the amendment of the Contract period from 26 November 2026 to 30 June 2028 on the same terms and conditions.
- 1.7 **AND WHEREAS** the purpose of this addendum is to increase the Contract value by R 71 411 500.00 to a total value of R 593 834 258.00 (including original contingency and excluding VAT);
- 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. 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 be 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 Contractor 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 305Q/2020/21: CONSTRUCTION OF PHASE 2A IRT INFRASTRUCTURE: GOVAN MBEKI ROAD BETWEEN LANSDOWNE ROAD & HEINZ ROAD
2.5.2.	the “Contract”	Means the contract concluded and entered into between the Parties, as per paragraph 1.2.
2.5.3.	“Addendum”	Means this addendum to the Contract entered into between the City and the Contractor.
2.5.4.	“Variation”	Means: a change to the original contract period no more than six (6) months and costs are within the original award value.

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. **CONTRACT AMENDMENTS**

- 4.1 The parties agree to amend the Contract to extend the expiry date from **26 November 2026** to **30 June 2028**, being a period of 19 months and 4 days.
- 4.2 The parties further agree to amend the Contract value from R 522 422 748.00, including contingency and excluding VAT to R 593 834 258.00, including contingency and excluding VAT.

5. **WHOLE AGREEMENT, WAIVER AND VARIATION**

- 5.1. 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 Contractor 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 Contractor 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 Contractor of all of the Contractor'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 Contractor and the City, or their duly appointed representatives.

6. **COSTS**

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 CONTRACTOR

WITNESS

Represented by: [REDACTED]
in his capacity as **Managing Director**

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by: [REDACTED]
in his capacity as Acting **Director: Transport Infrastructure Implementation**