



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

**TENDER/CONTRACT NO.346G/2021/22 : [SUPPLY, MAINTENANCE AND SERVICING
OF GEARBOXES AND ASSOCIATED WORKS IN THE CITY OF CAPE TOWN]**

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

Concluded between

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

Represented herein by

[REDACTED]
In his capacity as

[REDACTED]
Being duly authorised thereto by way of sub-delegated authority

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

AND

[REDACTED]
[REDACTED] [REDACTED]
Represented herein by

[REDACTED]
he warranting that he is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on 20 MARCH 2023 the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 49/03/23**, resolved to award the Tender for a period commencing from 01 July 2023 until 30 June 2026;
- 1.2. **AND WHEREAS** the Tender concerns the SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN THE CITY OF CAPE TOWN;
- 1.3. **AND WHEREAS** [REDACTED] was awarded a contract in terms of the Tender, from 01 July 2023 until 30 June 2026 (the 'Contract');
- 1.4. **AND WHEREAS** on 25 May 2026 the SCMBAC resolved to expand the Contract period in line with SCMB 78/05/26, on a month-to-month basis, for a period not exceeding 6 months or until the replacement tender is implemented, whichever occurs first, from 01 July 2026 not exceeding 31 December 2026, at the same rates, terms and conditions;
- 1.5. **AND WHEREAS** on 08 June 2025 the Parties entered into an addendum to give effect to the expansion of the Contract from 01 July 2026 until 31 December 2026 ("First Addendum");
- 1.6. **AND WHEREAS** the purpose of this addendum is to amend 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 01 January 2027 not exceeding 31 December 2028;
- 1.7. **AND WHEREAS** the further purpose of this Addendum is to correct the provisions under Contract Price Adjustment ('CPA'), Clause 17.2 (e) of the Contract;
- 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 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 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. The provision 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 Term Tender 346G/2021/22: TERM TENDER FOR THE SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN THE CITY OF CAPE TOWN
2.6.2.	"the Contract"	means the contract concluded and entered into between parties, as per paragraph 1.3.
2.6.3.	"first Addendum"	Means the addendum entered into between the City and the Contractor.
2.6.4.	"Addendum"	Means this addendum to the Contract entered into between the City and the Contractor.

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. 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 01 January 2027 not exceeding 31 December 2028.

4.2. The parties further agree to record provisions of the Special Conditions of Contract (SCC), Clause 17.2 - Contract Price Adjustment, as follows:

under clause 17.2 (e)(i) the following:

In year 4, the rates submitted shall be subject to adjustment. Base month (base indices) for the price adjustment shall be the 25th month (month of commencement of 3rd year) and the 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 (month of commencement of 4th year) and the end date (current indices) shall be the 48th month of the contract. The adjustment will be applicable for the next 12 months thereafter.

4.3. Notwithstanding clause 4.1 and 4.2 above, the City retains the option at its sole discretion to extend the contract period for such further period as may be mutually agreed with the Contractor, subject to compliance with all applicable legislation and official policies.

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 Contractor 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.

5.2 The Contractor and/or its employees, agents, concessionaires, Contractors, 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 Contractor also hereby waives any such claim it may have.

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 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.
- 6.2. 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.
- 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 Contractor 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 CONTRACTOR

WITNESS

Represented by: _____

in his capacity as _____

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by _____
in his capacity as **DIRECTOR: TECHNICAL SERVICES**