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. 139Q/2022/23: CONSTRUCTION OF PHASE 2A TRUNK INFRASTRUCTURE, E1 – GOVAN MBEKI (M9) HEINZ TO WEST OF NY72 ROAD

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

Concluded between

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

Represented herein by

[redacted]
In her capacity as

Director: Transport Infrastructure Implementation
Being duly authorised thereto by way of sub-delegated authority

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

AND

Civils 2000 Pty Ltd
(Registration-[redacted]

Represented herein by

[redacted]
being duly authorised to enter into this Addendum

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

1. PREAMBLE

1.1. **WHEREAS** on 03 April 2023 the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 12/04/23** resolved to award the Tender from the date of commencement and terminate on 26 May 2026.

1.2. **AND WHEREAS** the Tender concerns the **CONSTRUCTION OF PHASE 2A TRUNK INFRASTRUCTURE, E1 – GOVAN MBEKI (M9) HEINZ TO WEST OF NY72 ROAD.**

1.3. **AND WHEREAS** the Contractor was awarded a contract in terms of the Tender, from **11 July 2023** until **26 May 2026.**

1.4. **AND WHERAS** a Time Variation as approved on 6 February to extend the Contract period for 180 days until 26 November 2026.

1.5. **AND WHEREAS** the purpose of this Addendum is the amendment of the Contract in respect of its period, from 26 November 2026 for 19 months and 4 days.

1.6. **AND WHEREAS** the further purpose is to amend the Contract value, from R 381 605 540.00, excluding VAT to R428 294 447.00, excluding VAT.

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.

1.8. **AND WHEREAS** the amendment does not affect the Due Completion Date. This is managed in terms of clauses 1.1.1.4 and 5.12 of the Contract.

1.7. **AND WHEREAS** all other terms and conditions of the Contract shall not be affected by this Addendum and shall remain in full force and effect.

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 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 **139Q/2022/23: CONSTRUCTION OF PHASE 2A TRUNK INFRASTRUCTURE, E1 – GOVAN MBEKI (M9) HEINZ TO WEST OF NY72 ROAD.**
2.5.2.	"the Contract"	means the contract concluded and entered into between parties, as per paragraph 1.3.
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.

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 amend 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 381 605 540.00 excluding VAT to R 428 294 447.00 excluding VAT.

4.3 The parties agree that this Addendum does not affect the Due Completion Date. This is determined in terms of the Contract provisions, clauses 1.1.1.4 and 5.12 of the Contract Specific Data read with the General Conditions of Contract.

5 PROTECTION OF PERSONAL INFORMATION

5.1 The Contractor acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which City is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

5.2 The Contractor agrees that they will at all times comply with POPIA and City's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

5.3 The Contractor agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.

5.4 The Contractor agrees that it shall notify the City immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

5.5 Unless so required by law, the Contractor agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the City.

5.6 The Contractor hereby indemnifies and holds the City harmless against all claims, losses, damages and costs of whatsoever nature suffered by the City arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

5.7 The Contractor agrees that the City may conduct regular data protection audits on the Contractor and undertakes to give its full co-operation in this

regard.

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 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.

6.2 The Contractor 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 Contractor also hereby waives any such claim it may have.

7 WHOLE AGREEMENT, WAIVER AND VARIATION

7.1 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.

7.2 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.

7.3 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.

8 SEVERABILITY

8.1 If any provision of this Addendum is found to be illegal, void or unenforceable then the Parties shall negotiate in good faith in order to agree about the terms of a satisfactory provision to be substituted for the provision so found to be illegal, void or unenforceable and, in such event, the other provisions of this Addendum shall remain binding on the Parties.

9 COSTS

9.1 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.

10 SIGNATURE

10.1 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.

10.2 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 _____

DONE AND SIGNED AT _____ ON _____ 2026.

_____ _____

THE CITY OF CAPE TOWN WITNESS

Represented by [redacted]

in his capacity as **[insert]**