



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ADDENDUM

**IN RESPECT OF TENDER CONTRACT NO 387Q/2021/2022: TERM TENDER
FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS AND
TILING TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN**

(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

[REDACTED]

In his capacity as

ACTING DIRECTOR: FACILITIES MANAGEMENT

Being duly authorised thereto by way of sub-delegated

authority (hereinafter referred to as the "**Employer**")

AND

[REDACTED]
REGISTRATION NUMBER [REDACTED]

Duly represented by

[REDACTED]

He warranting that he 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 "**Contractor**")

1. PREAMBLE

- 1.1. **WHEREAS** on 20 February 2023, the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 61/02/23**, resolved to award Tender 387Q/2021/22 for a period of 36 months from date of commencement, not exceeding 30 June 2026;
- 1.2. **AND WHEREAS** the Tender concerns the SUPPLY AND INSTALLATION OF FLOOR COVERINGS AND TILING TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN;
- 1.3. **AND WHEREAS** [REDACTED] was awarded a contract in terms of the Tender, from 27 June 2023 until 30 June 2026 (the 'Contract');
- 1.4. **AND WHEREAS** the purpose of this addendum is to amend the Contract Price Adjustment ("CPA") clause contained in Schedule 8 of the Contract;
- 1.5. **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 Contractor or both, depending on the context.
- 2.5. The provisions of this Agreement 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 387Q/2021/22 for the SUPPLY AND INSTALLATION OF FLOOR COVERINGS AND TILING TO MUNICIPAL FACILITIES WITHIN 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.	“Addendum”	means this Addendum to the Tender 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. AMENDMENT IN TERMS OF CPA: CLAUSE B13.0 - PAYMENT

- 4.1 The Parties agree to replace the following table contained in Clause B13.0 of the contract, with the table below:

Current text							
B 13.0 Payment [25.0] <table> <tr> <td>Date of month for issue of regular payment certificates [25.2]</td><td>20th for each month</td></tr> <tr> <td>Cost fluctuations [25.3.4; 26.9.5]</td><td>No</td></tr> <tr> <td>Method to calculate</td><td>Scheduled rates will be fixed for the first year of the contract period and will be adjusted once in month 12 with the base month being the month prior to the tender closing date and the current month being the 10th month of the contract based on Contract Price Adjustment Provisions (CPAP) using STATS SA Statistical Release P0151. CPAP work group 102, 130, 140, 144, 190 and the Haylett formula will be used</td></tr> </table>		Date of month for issue of regular payment certificates [25.2]	20 th for each month	Cost fluctuations [25.3.4; 26.9.5]	No	Method to calculate	Scheduled rates will be fixed for the first year of the contract period and will be adjusted once in month 12 with the base month being the month prior to the tender closing date and the current month being the 10 th month of the contract based on Contract Price Adjustment Provisions (CPAP) using STATS SA Statistical Release P0151. CPAP work group 102, 130, 140, 144, 190 and the Haylett formula will be used
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Replacement Text							
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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, 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.

6. WHOLE AGREEMENT, WAIVER AND VARIATION

- 6.1. 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.
- 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

- 8.1. 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.
- 8.2. 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.

THE CITY OF CAPE TOWN

Signature:

Name:

Title: ACTING DIRECTOR: FACILITIES
MANAGEMENT

Place:

Date:

Witness 1:

Witness 2:

Signature:

Name:

Title:

Place:

Date:

Witness 1:

Witness 2: