



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. 368Q/2022/23: THE TERM TENDER FOR REPAIR AND MAINTENANCE OF THE FIRE
SPRINKLER SYSTEMS AT VARIOUS BUILDINGS WITHIN THE CITY OF CAPE TOWN**

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 "**City**")

AND

[REDACTED]
REGISTRATION NUMBER: [REDACTED]

DULY REPRESENTED BY

[REDACTED]

He warranting that s/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 **11 September 2023** the City's Supply Chain Management Bid Adjudication Committee resolved in terms of **resolution SCMB 20/08/23** to award the Tender from the date of commencement for a period up to 36 months not exceeding 30 June 2027.
- 1.2. **AND WHEREAS** the Tender concerns the term tender for repairs and maintenance of the fire sprinkler systems at various buildings within the City of Cape Town.
- 1.3. **AND WHEREAS** the City awarded a contract to [REDACTED] in terms of the Tender, which commenced on 01 July 2024 and expiring on 30 June 2027 (the 'Contract').
- 1.4. **AND WHEREAS** the purpose of this Addendum is to amend clause B 13.0 Payment [25.0] of the Contract to include the applicable CPAP works group indices that were omitted from the Contract Data.
- 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.

This Addendum shall be read subject to and in context of the provisions of the Contract and shall only amend and add to the Original Contract as is expressly provided for in this Addendum.

NOW THEREFORE THE PARTIES AGREE TO AMEND THE CONTRACT AS SET OUT IN THIS ADDENDUM.

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 NO. 368Q/2022/23: Term tender for repairs and maintenance of the fire sprinkler systems at various buildings within the City of Cape Town.
2.5.2.	"the Contract"	means the contract concluded between the City and the Contractor as per Clause 1.3.
2.5.3.	"Addendum"	Means this addendum to the Tender entered 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. CONTRACT AMENDMENT

4.1. The Parties agree and record herein to amend *Clause B 13.0 Payment [25.0]*, contained in the Contract Data of the Contract, by adding the following CPAP Work Groups indices which were omitted:

- Plumbing WG148
- Painting WG152
- Preliminaries WG 190

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.

- 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. 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

- 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

Date:

Witness 1:

Witness 2:

Signature:

Name:

Title:

Date:

Witness 1:

Witness 2;