

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

**CONTRACT NO. TENDER NO. 60G/2022/23: PROCUREMENT OF NEW CREMATORS AND
ASSOCIATED WORKS**
(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

[REDACTED]

In his capacity as

Manager: Planning, Development and PMO]

Being duly authorised thereto by way of sub delegated authority

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

AND

[REDACTED]

[REDACTED]

Duly represented by

[REDACTED]

He warranting that he is duly authorised by resolution of the aforementioned
Corporations to enter into this addendum and to bind the aforementioned
Corporations accordingly

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

1. PREAMBLE

- 1.1. **WHEREAS** on 13 February 2023 , the City's Supply Chain Management Bid Adjudication Committee resolved in terms of resolution SCMB 38/02/23 to award the Tender for 36 months from commencement of contract, not exceeding 30 June 2026.
- 1.2. **AND WHEREAS** the Tender concerns the Procurement of New Cremators and Associated Works.
- 1.3. **AND WHEREAS** [REDACTED]
[REDACTED] was awarded a contract terms of the Tender for 36 months from commencement of contract, not exceeding 30 June 2026 (the 'Contract');
- 1.4. **AND WHEREAS** the purpose of this Addendum is to extend the contract period at the same terms and conditions and rates, on a month to month basis, from 24 April 2026 until 23 April 2028 or until the replacement tender is implemented, whichever occurs first.
- 1.5. **AND WHEREAS** the further purpose of this Addendum to amend Clause 17.4 of the Special Conditions of Contract.
- 1.6. **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 Agreement 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 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. 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. 60G/2022/23: PROCUREMENT OF NEW CREMATORS AND ASSOCIATED WORKS
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 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. CONTRACT AMENDMENTS

- 4.1. The Parties further agree and record herein that the Contract Period be extended at the same terms and conditions and rates, on a month to month basis, from 24 April 2026 until 23 April 2028 , or until the replacement tender is implemented, whichever occurs first.
- 4.2. The Parties further agree and record herein that Clause 17.4 of the Special Conditions of Contract shall apply to the extended contract period. The following should therefore be added at the end of Clause 17.4(a) of the Special Conditions of Contract:
- CPA for month 37 – 42 will be calculated in month 36 based on current indices for month 35 and will be applicable for the next 6 months thereafter, with the base month being the 28th month from the commencement of the contract.
 - CPA for month 43 – 48 will be calculated in month 42 based on current indices for month 41 and will be applicable for the next 6 months thereafter, with the base month being the 34th month from the commencement of the contract.
 - CPA for month 49 – 54 will be calculated in month 48 based on current indices for month 47 and will be applicable for the next 6 months thereafter, with the base month being the 40th month from the commencement of the contract.
 - CPA for month 55 – 60 will be calculated in month 54 based on current indices for month 53 and will be applicable for the next 6 months thereafter, with the base month being the 46th month from the commencement of the contract.
- 4.3. Notwithstanding clause 4.1 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 Supplier, 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.
- 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:

Signature:

Name:

Name:

Title: Manager: Planning, Development
and PMO

Title: Managing Director

Date:

Date:

Witness 1:

Witness 1:

Witness 2:

Witness 2: