



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

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

**CONTRACT NO. TENDER NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS  
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND  
INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**  
(hereinafter the "**Tender**")

**Concluded between**

**THE CITY OF CAPE TOWN**

Represented herein by

██████████  
In █████ capacity as

**The Director: Electricity Generation and Distribution**  
Being duly authorised thereto by way of sub delegated authority  
(hereinafter referred to as the "**City**")

**AND**

████████████████████  
████████████████████

Duly represented by

██████████  
In █████ capacity as

**Western Cape Director**

████ warranting that █████ 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 28 OCTOBER 2024, the City Manager resolved in terms of resolution CM 01/10/24 to award the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the Provision of Construction Works for the Installation and Replacement of Electrical Equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** [REDACTED] was awarded a contract as the main contractor for Equipment Replacement (2EP), in terms of the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months (the 'Contract');
- 1.4. **AND WHEREAS** on 29 September 2025 the City's Supply Chain Management Bid Adjudication Committee, in line with SCMB 85/09/25, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from 20 November 2025.
- 1.5. **AND WHEREAS** the purpose of this Addendum is to amend the contract period at the same rates and terms and conditions, from 20 May 2026 until 31 January 2027;
- 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 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 DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE |
| 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 agree and record herein that the Contract Period be amended at the same rates, terms and conditions, on a month to month basis, from 20 May 2026 until 31 January 2027.
- 4.2. 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:

Name:

Title: Director: Energy Generation and  
Distribution

Date:

Witness 1:

Witness 2:

[REDACTED]

Signature:

Name:

Title:

Date:

Witness 1:

Witness 2:



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

**ADDENDUM IN TERMS OF SECTION 116(3) OF MUNICIPAL FINANCE MANAGEMENT ACT,  
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FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND  
INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**  
(hereinafter the "**Tender**")

**Concluded between**

**THE CITY OF CAPE TOWN**

Represented herein by

██████████  
In █████ capacity as

**The Director: Electricity Generation and Distribution**

Being duly authorised thereto by way of sub delegated authority

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

████████████████████████████████████████████████████████████████████████████████  
████████████████████████████████████████████████████████████████████████████████

Duly represented by

██████████  
In █████ capacity as

**Chief Operating Officer**

████ warranting that █████ 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 28 OCTOBER 2024 , the City Manager resolved in terms of resolution CM 01/10/24 to award the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months
- 1.2. **AND WHEREAS** the Tender concerns the Provision of Construction Works for the Installation and Replacement of Electrical Equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** [REDACTED] [REDACTED] was awarded a contract as the alternative contractor for public lighting and telecommunications (2EP) and service connections (2EP), in terms of the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months (the 'Contract');
- 1.4. **AND WHEREAS** on 29 September 2025 the City's Supply Chain Management Bid Adjudication Committee, in line with SCMB 85/09/25, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from 20 November 2025;
- 1.5. **AND WHEREAS** the purpose of this Addendum is to amend the Contract period at the same rates and terms and conditions, from 20 May 2026 until 31 January 2027;
- 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 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 DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE |
| 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 agree and record herein that the Contract Period be amended at the same rates, terms and conditions and on a month to month basis, from 20 May 2026 until 31 January 2027.

4.2. 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:

Name:

Title: The Director: Energy Generation and  
Distribution

Date:

Witness 1:

Witness 2:

Signature:

Name:

Title:

Date:

Witness 1:

Witness 2:



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
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(hereinafter the "**Tender**")

**Concluded between**

**THE CITY OF CAPE TOWN**

Represented herein by

██████████  
In █████ capacity as

**The Director: Energy Generation and Distribution**

Being duly authorised thereto by way of sub delegated authority

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

**AND**

████████████████████████████████████████  
████████████████████████████████████████

Duly represented by

████████████████████  
In █████ capacity as

**Director**

████ warranting that █████ 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 28 OCTOBER 2024, the City Manager resolved in terms of resolution CM 01/10/24 to award the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the Provision of Construction Works for the Installation and Replacement of Electrical Equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** [REDACTED] was awarded a contract as the main contractor for Public Lighting and Telecommunications(2EP), in terms of the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months (the 'Contract');
- 1.4. **AND WHEREAS** on 29 September 2025 the City's Supply Chain Management Bid Adjudication Committee, in line with SCMB 85/09/25, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from 20 November 2025;
- 1.5. **AND WHEREAS** the purpose of this Addendum is to amend the Contract period at the same rates and terms and conditions, from 20 May 2026 until 31 January 2027;
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|        |                |                                                                                                                                                                   |
|--------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| 2.5.2. | "the Contract" | means the contract concluded between the City and the Contractor as per Clause 1.3.                                                                               |
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take precedence.

#### **4. CONTRACT AMENDMENTS**

- 4.1. The Parties agree and record herein that the Contract Period be amended at the same rates, terms and conditions on a month to month basis, from 20 May 2026 until 31 January 2027.
- 4.2. 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.
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- 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: The Director: Energy Generation and  
Distribution

Date:

Witness 1:

Witness 2:



Signature:

Name:

Title:

Date:

Witness 1:

Witness 2;



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
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INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**  
(hereinafter the "**Tender**")

**Concluded between**

**THE CITY OF CAPE TOWN**

Represented herein by

██████████  
In █████ capacity as

**The Director: Energy Generation and Distribution**  
Being duly authorised thereto by way of sub delegated authority  
(hereinafter referred to as the "**City**")

**AND**

██████████  
████████████████████████████████████████

Duly represented by

██████████  
In █████ capacity as

**Member**

████ warranting that █████ 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 28 OCTOBER 2024 , the City Manager resolved in terms of resolution CM 01/10/24 to award the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the Provision of Construction Works for the Installation and Replacement of Electrical Equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** [REDACTED] was awarded a contract as the main contractor for Service Connections (2EP), in terms of the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months (the 'Contract');
- 1.4. **AND WHEREAS** on 29 September 2025 the City's Supply Chain Management Bid Adjudication Committee, in line with SCMB 85/09/25, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from 20 November 2025;
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- 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: The Director: Energy Generation and  
Distribution

Date:

Witness 1:

Witness 2:

[REDACTED]

Signature:

Name:

Title:

Date:

Witness 1:

Witness 2;





CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

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

**CONTRACT NO. TENDER NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS  
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND  
INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**  
(hereinafter the "**Tender**")

**Concluded between**

**THE CITY OF CAPE TOWN**

Represented herein by

██████████  
In █████ capacity as

**The Director: Energy Generation and Distribution**  
Being duly authorised thereto by way of sub delegated authority  
(hereinafter referred to as the "**City**")

**AND**

██████████  
████████████████████████████████████████

Duly represented by

██████████  
In █████ capacity as

**Procurement Manager**

████ warranting that █████ 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 28 OCTOBER 2024, the City Manager resolved in terms of resolution CM 01/10/24 to award the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the Provision of Construction Works for the Installation and Replacement of Electrical Equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** [REDACTED] was awarded a contract as the main contractor for Infrastructure projects (4EP), in terms of the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months (the 'Contract');
- 1.4. **AND WHEREAS** on 29 September 2025 the City's Supply Chain Management Bid Adjudication Committee, in line with SCMB 85/09/25, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from 20 November 2025.
- 1.5. **AND WHEREAS** the purpose of this Addendum is to amend the Contract period at the same rates and terms and conditions, from 20 May 2026 until 31 January 2027;
- 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 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 DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE |
| 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 agree and record herein that the Contract Period be amended at the same rates, terms and conditions on a month to month basis, from 20 May 2026 until 31 January 2027.
- 4.2. 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.

Signature:

Name:

██████████

Title: The Director: Energy Generation and  
Distribution

Date:

Witness 1:

Witness 2:

Signature:

Name:

Title:

Date:

Witness 1:

Witness 2:



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

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

**CONTRACT NO. TENDER NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS  
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND  
INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**  
(hereinafter the "**Tender**")

**Concluded between**

**THE CITY OF CAPE TOWN**

Represented herein by

■■■■■■■■■■  
In ■■■ capacity as

**The Director: Energy Generation and Distribution**  
Being duly authorised thereto by way of sub delegated authority  
(hereinafter referred to as the "**City**")

**AND**

■■■■■■■■■■  
■■■■■■■■■■■■■■■■■■■■

Duly represented by

■■■■■■■■■■  
In ■■■ capacity as

**Chairman**

■■■ warranting that ■■■ 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 28 OCTOBER 2024 , the City Manager resolved in terms of resolution CM 01/10/24 to award the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the Provision of Construction Works for the Installation and Replacement of Electrical Equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** [REDACTED] was awarded a contract as the alternative contractor for equipment replacement (2EP), in terms of the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months (the 'Contract');
- 1.4. **AND WHEREAS** on 29 September 2025 the City's Supply Chain Management Bid Adjudication Committee, in line with SCMB 85/09/25, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from 20 November 2025
- 1.5. **AND WHEREAS** the purpose of this Addendum is to amend the Contract period at the same rates and terms and conditions, from 20 May 2026 until 31 January 2027;
- 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 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 DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE |
| 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 agree and record herein that the Contract Period be amended at the same rates, terms and conditions on a month to month basis, from 20 May 2026 until 31 January 2027.
- 4.2. 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:

Name:

Title: The Director: Energy Generation and  
Distribution

Date:

Witness 1:

Witness 2:

[REDACTED]

Signature:

Name:

Title:

Date:

Witness 1:

Witness 2;



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

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

**CONTRACT NO. TENDER NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS  
FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND  
INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**  
(hereinafter the "**Tender**")

**Concluded between**

**THE CITY OF CAPE TOWN**

Represented herein by

██████████  
In █████ capacity as

**The Director: Energy Generation and Distribution**

Being duly authorised thereto by way of sub delegated authority

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

**AND**

██████████  
████████████████████

Duly represented by

██████████  
In █████ capacity as

**Director**

████ warranting that █████ 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 28 OCTOBER 2024 , the City Manager resolved in terms of resolution CM 01/10/24 to award the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the Provision of Construction Works for the Installation and Replacement of Electrical Equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** [REDACTED] was awarded a contract as the main contractor for Electrification and backyarders (3EP) and Alternative Contractor for Infrastructure projects (4EP), in terms of the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months (the 'Contract');
- 1.4. **AND WHEREAS** on 29 September 2025 the City's Supply Chain Management Bid Adjudication Committee, in line with SCMB 85/09/25, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from 20 November 2025.;
- 1.5. **AND WHEREAS** the purpose of this Addendum is to amend the Contract period at the same rates and terms and conditions, from 20 May 2026 until 31 January 2027;
- 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.

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## **2. INTERPRETATION AND DEFINITIONS**

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|        |                |                                                                                                                                                                   |
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| 2.5.1. | "the Tender"   | means DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE |
| 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 agree and record herein that the Contract Period be amended at the same rates, terms and conditions on a month to month basis, from 20 May 2026 until 31 January 2027.
- 4.2. 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:

Name:

Title: The Director: Energy Generation and  
Distribution

Date:

Witness 1:

Witness 2:

[REDACTED]

Signature:

Name:

Title:

Date:

Witness 1:

Witness 2;



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

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

**CONTRACT NO. TENDER NO. DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS  
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INFRASTRUCTURE FOR THE ENERGY DIRECTORATE**  
(hereinafter the "**Tender**")

**Concluded between**

**THE CITY OF CAPE TOWN**

Represented herein by

██████████  
In █████ capacity as

**The Director: Energy Generation and Distribution**

Being duly authorised thereto by way of sub delegated authority

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

████████████████████  
████████████████████

Duly represented by

██████████  
In █████ capacity as

**Director**

████ warranting that █████ 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 28 OCTOBER 2024 , the City Manager resolved in terms of resolution CM 01/10/24 to award the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months;
- 1.2. **AND WHEREAS** the Tender concerns the Provision of Construction Works for the Installation and Replacement of Electrical Equipment and infrastructure for the Energy directorate;
- 1.3. **AND WHEREAS** [REDACTED] was awarded a contract as the alternative contractor for electrification and backyarders (3EP), in terms of the Tender from date of commencement for a minimum period of 6 months, not exceeding 12 months (the 'Contract');
- 1.4. **AND WHEREAS** on 29 September 2025 the City's Supply Chain Management Bid Adjudication Committee, in line with SCMB 85/09/25, resolved that the Contract be expanded on a month-to-month basis not exceeding a period of six (6) months, at the same rates, terms and conditions, from 20 November 2025.
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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;
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|        |                |                                                                                                                                                                   |
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| 2.5.1. | "the Tender"   | means DP8409S/2023/24: PROVISION OF CONSTRUCTION WORKS FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE FOR THE ENERGY DIRECTORATE |
| 2.5.2. | "the Contract" | means the contract concluded between the City and the Contractor as per Clause 1.3.                                                                               |
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## **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

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#### **4. CONTRACT AMENDMENTS**

- 4.1. The Parties agree and record herein that the Contract Period be amended at the same rates, terms and conditions on a month to month basis, from 20 May 2026 until 31 January 2027.
- 4.2. 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

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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: [REDACTED]

\_\_\_\_\_  
Title: The Director: Energy Generation and  
Distribution

\_\_\_\_\_  
Date:

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Witness 1:

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Witness 2:

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\_\_\_\_\_  
Name:

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Title:

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Date:

\_\_\_\_\_  
Witness 1:

\_\_\_\_\_  
Witness 2;

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