



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

**TENDER CONTRACT NO. 259S/2021/22: TERM TENDER FOR THE MAINTENANCE OF
HIGH VOLTAGE DISCONNECTORS AND EARTH SWITCHES**

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

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

[REDACTED]
In [REDACTED] capacity as

Director: Electricity Generation and Distribution

Being duly authorised thereto by way of sub-delegated authority

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

And

[REDACTED]
[REDACTED]

Duly represented by

[REDACTED]
In [REDACTED] capacity as

Business Unit Director

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 "**Supplier**")

1. PREAMBLE

- 1.1. **WHEREAS** the City's Supply Chain Management Bid Adjudication Committee ("SCMBAC") resolved to award the Tender to the Supplier, in line with **SCMB 90/11/22** dated **21 November 2022 read with SCMBAC 17/02/24** dated **12 February 2024**;
- 1.2. **AND WHEREAS** the Tender concerns the term tender for the **maintenance of high voltage disconnectors and earth switches**;
- 1.3. **AND WHEREAS** the Supplier was awarded a contract in terms of the Tender, from the date of commencement until 30 June 2025 (the "**Contract**");
- 1.4. **AND WHEREAS** on 11 November 2024, the SCMBAC resolved the Expansion of the Contract period from 01 July 2025 to 30 November 2025, as per SCMB 36/11/24;
- 1.5. **AND WHEREAS** on 24 December 2024, the 1st Addendum was concluded to extend the Contract period from 01 July 2025 until 30 November 2025;
- 1.6. **AND WHEREAS** on 20 November 2025, the 2nd Addendum was concluded to extend the Contract period from 01 December 2025 until 31 December 2026;
- 1.7. **AND WHEREAS** the purpose of this Addendum is to further extend the Contract period from 01 January 2027 to 31 December 2027 on a month-to-month basis and on the same rates, terms and conditions as the Contract.
- 1.8. **AND WHEREAS** the further purpose of this Addendum is to define the Contract Price Adjustment applicable from 01 January 2027 to 16 March 2027 and 17 March 2027 to 31 December 2027, being the 4th and 5th year of the Contract respectively;
- 1.9. **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 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 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 Supplier 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 259S/2021/22: Term tender for the maintenance of high voltage disconnectors and earth switches;
2.5.2.	the "Contract"	Means: the contract concluded and entered into between the parties, as per paragraph 1.3.
2.5.3.	"Addendum"	Means: this addendum to the Contract entered into between the City and the Supplier.

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 the Contract period from 01 January 2027 to 31 December 2027 on a month-to-month basis and on the same rates, terms and conditions as the Contract
- 4.2. This Addendum shall be effective from 01 January 2027, irrespective of the date of signature.
- 4.3. The Contract Price Adjustment mechanism applicable from 01 January 2027 – 16 March 2027 and 17 March 2027 to 31 December 2027, being the 4th and 5th year of the Contract respectively, shall be in accordance with the Consumer Price Index ("CPI") calculated over a 12-month period to determine the average CPI. To determine the 12 months average CPI as follows:
 - I. For the 4th year, the base month shall be the month of commencement of the 3rd year and the end date shall be the 12th month of the 3rd year.
 - II. For the 5th year, the base month shall be the month of commencement of the 4th year and the end date shall be the 12th month of the 4th year.

5. PROTECTION OF PERSONAL INFORMATION

- 5.1 The Supplier 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 Supplier 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 Supplier 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 Suppliers or other authorised individuals comes into contact in relation to the service level agreement.

- 5.4 The Supplier 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 Supplier 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 Supplier 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 Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 5.7 The Supplier agrees that the City may conduct regular data protection audits on the Supplier 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 Supplier 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 Supplier 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 Supplier also hereby waive any such claim it may have.

7. WHOLE AGREEMENT, WAIVER AND VARIATION

- 7.1. This Addendum embodies the whole agreement between the Parties. No other agreement, whether oral, implied or otherwise, will be of any force and

effect unless it is reduced to writing and signed by the Supplier 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 Supplier 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 Supplier of all of the Supplier'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 Supplier and the City, or their duly appointed representatives.

8. COSTS

8.1. 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.

9. SIGNATURE

9.1. 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.

9.2. 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 SUPPLIER

WITNESS

Represented by: [REDACTED]

in his capacity as Managing Director

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by: [REDACTED]

in his capacity as Director: Electricity Generation and Distribution