



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ADDENDUM

IN RESPECT OF TENDER NO. 280C/2023/24: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

(hereinafter the "**Contract**")

Concluded between

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

Represented herein by

[REDACTED]

In her capacity as

Executive Director: Urban Mobility

Being duly authorised thereto

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

AND

Innovative Transport Solution (Pty) Ltd
Registration No. [REDACTED]

Represented herein by

[REDACTED]

He/she warranting that he is duly authorised

(Hereinafter referred to as the "**Service Provider**")

1. PREAMBLE

- 1.1 **WHEREAS** on **18 November 2024** the City's Supply Chain Management Bid Adjudication Committee, as per resolution **SCMB 47/11/24**, resolved to award Tender **280C/2023/24** from date of commencement for a period of 5 years.
- 1.2 **AND WHEREAS** the Tender concerns the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES**;
- 1.3 **AND WHEREAS** Innovative Transport Solution (Pty) Ltd was appointed under Contract **280C/2023/24** for **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES** from 1 July 2025 for a period of 5 years ('the Contract');
- 1.4 **AND WHEREAS** the purpose of this Addendum is to clarify and/or correct the commencement date of the contract to 5 March 2026;
- 1.5 **AND WHEREAS** the further purpose of the addendum is to amend the Contract and replace page 28 to reflect the correct provisional sum amount as awarded;
- 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.

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. All annexures to this Addendum form an integral part hereof and expressions defined in the Addendum shall, unless the context otherwise requires, bear the same meaning in such annexures.
- 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 280C/2023/24: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES
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 entered into between the City and the Service Provider.

3. CONFLICT BETWEEN THIS ADDENDUM AND THE CONDITIONS OF TENDER.

- 3.1 This Addendum must be read together with the clauses, terms, specifications agreed to by the parties in the Conditions of Tender for the Tender. Should there be any conflict between the clause, terms and/or specifications of the Addendum and the Conditions of Tender for the Tender, the clause, term, specification or condition of the Addendum shall take precedence.

4. CONTRACT PERIOD

- 4.1. The Parties agree and record herein that the commencement date as stipulated in the Contract is 1 July 2025.
- 4.2. The Parties agree and record herein that the Commencement date be corrected and confirmed as 5 March 2026.

5. CONTRACT AMENDMENT

- 5.1. The Parties agree and record herein that Page 28 of the Contract in respect of heading PART C2: Pricing Data currently incorrectly reflects as the provisional sum as the rate of R1.00, instead of a sum of R200 000 and R500 000 for items 2.2 and 2.3.1 respectively.
- 5.2. The Parties agree and record herein that the Contract be amended, and the correct page be incorporated to the Contract as per annexure A below.

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 Service Provider 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 the Addendum.
- 6.2. The Service Provider 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 Service Provider also hereby waives any such claim it may have.

7. WHOLE AGREEMENT, WAIVER AND VARIATION

- 7.1 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider and the City, or their duly appointed representatives.

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.

9. COSTS

- 9.1 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.

DONE AND SIGNED AT [REDACTED] ON 28 July 2025

[REDACTED] [REDACTED]

THE CITY OF CAPE TOWN WITNESS

Represented by: [REDACTED]

in her capacity as **Executive Director: Urban Mobility**

DONE AND SIGNED AT [REDACTED] ON 7 August 2025

[REDACTED] [REDACTED]

THE SERVICE PROVIDER WITNESS

Represented by: [REDACTED]

Designation: Director



Annexure A: Activity Schedule

Item Number	Item Description	Unit of Measure	Price per unit	Amount
1.1	KEY PERSONNEL			
1.1.1	Programme Manager (primary)	hr		
1.1.2	Transport Planner (primary)	hr		
1.1.3	Traffic Engineer (primary)	hr		
1.1.4	Macro Transport Modeller (primary)	hr		
1.1.5	Meso/Micro Transport Modeller (primary)	hr		
1.1.6	Public Transport Operations Specialist (primary)	hr		
1.1.7	Geo-Information Specialist/ GIS Analyst (primary)	hr		
1.2	ADDITIONAL PERSONNEL			
1.2.1	Programme Manager (secondary)	hr		
1.2.2	Transport Planner (secondary)	hr		
1.2.3	Transport Planner (junior)	hr		
1.2.4	Traffic Engineer (secondary)	hr		
1.2.5	Macro Transport Modeller (secondary)	hr		
1.2.6	Meso/Micro Transport Modeller (secondary)	hr		
1.2.7	Public Transport Operations Specialist (secondary)	hr		
1.2.8	Geo-Information Specialist/ GIS Operator (secondary)	hr		
1.2.9	Senior Researcher	hr		
1.2.10	Junior Researcher	hr		
1.2.11	Data Scientist	hr		
1.2.12	Transport Economist	hr		
1.2.13	Concept Designer	hr		
1.2.14	CAD Operator	hr		
1.3	ADDITIONAL SERVICES			
1.3.1	Category A	hr		
1.3.2	Category B	hr		

Item Number	Item Description	Unit of Measure	Price per unit	Amount
1.3.3	Category C	hr		
1.3.4	Category D	hr		
2.1.1	Recoverable expenses in respect of printing/copying as specified below: Printing: size A0,	No		
2.1.2	Printing: size A1,	No		
2.1.3	Printing: size A2,	No		
2.1.4	Printing/copying: size A4 (reports and tender documents only),	No		
2.1.5	Compilation and binding of reports/tender documents, books of drawings	No		
2.2	Recoverable expenses in respect of travelling, overnight stay (between provinces) for the service providers and sub-consultants.	Provisional Sum		
2.3.1	Other costs (not included in rates) incurred on behalf of and with the approval of the Employer.	Provisional Sum		
2.3.2	Extra over item 2.3.1 above in respect of all other costs, overhead charges and profit, up to a maximum of 5%	%		