



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ADDENDUM

IN RESPECT OF TENDER NO. 280Q/2021/22: TERM TENDER FOR ABSTRACTION AND
INJECTION BOREHOLES ASSOCIATED WITH THE CAPE FLATS AND ATLANTIS AQUIFERS:
MECHANICAL AND ELECTRICAL WORKS (DESIGN-BUILD)

(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by



In his capacity as

Director: Bulk Services

Being duly authorised thereto

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

AND

HIDRO-TECH SYSTEMS (PTY) LTD

DULY REPRESENTED BY

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he warranting that he is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on 21 November 2022 the City's Bid Adjudication Committee resolved in line with resolution SCMB 84/11/22 to award Tender 280Q/2021/22 for the Contract Period from date of commencement for a period of 36 months expiring no later than 30 March 2026;
- 1.2. **AND WHEREAS** the Tender concerns the Term Tender for Abstraction and Injection Boreholes associated with the Cape Flats and Atlantis Aquifers: Mechanical and Electrical Works (Design-Build);
- 1.3. **AND WHEREAS Hidro-Tech Systems (Pty) Ltd** was awarded a contract in terms of the Tender **03 March 2023 until 02 March 2026 ("the Contract")**;
- 1.4. **AND WHEREAS** on 23 February 2026 the City's Bid Adjudication Committee resolved to extend the contract period from 3 March 2026 until the 02 September 2026 as contained in Addendum 1;
- 1.5. **AND WHEREAS** the purpose of this addendum is to expand the contract period, on the same rates and scope for a period of four (04) months, commencing on 03 September 2026 until 2 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 Term Tender 280Q/2021/22: Term Tender for Abstraction and Injection Boreholes associated with the Cape Flats And Atlantis Aquifers: Mechanical and Electrical Works (Design-Build) entered into between the City and the Contractor
2.5.2.	“the Contract”	means the contract concluded between the City of Cape Town and Contractor on 03 March 2023 in terms of the Tender
2.5.3.	“Addendum 1”	Means the first addendum to the Contract entered into between the City and the Contractor on 4 Maech 2026 with an end date of 02 September 2026.
2.5.4.	“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 AMENDMENT

- 4.1. The Parties agree and record herein that the Contract Period be extended for four (04) months commencing on 03 September 2026 irrespective of date of signature and therefore will terminate on or before 02 January 2027.

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, including but not limited to the amendment of the Contract Period.
- 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, including but not limited to the extension of the Contract Period. The Contractor also hereby waives any such claim it may have.

6. WHOLE AGREEMENT, WAIVER AND VARIATION

- 6.1. This Addendum 2 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 2 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.

DONE AND SIGNED AT _____ ON _____ 202_

THE CITY OF CAPE TOWN
Represented by: [REDACTED]
in his capacity as Director: Bulk Services

WITNESS

DONE AND SIGNED AT _____ ON _____ 202_

THE CONTRACTOR

WITNESS

Represented by: _____

Designation: _____