



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ADDENDUM IN RESPECT OF
TENDER / CONTRACT NO. 316S/2021/22: CALIBRATION AND MAINTENANCE OF
ELECTRICAL MEASUREMENT SYSTEMS

(hereinafter 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

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

AND

[REDACTED]
[REDACTED]

Represented herein by

[REDACTED]

Being duly authorised thereto

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

1. PREAMBLE

- 1.1 **WHEREAS** on **15 August 2022** the City's Supply Chain Management Bid Adjudication Committee, as per resolution **SCMB 65/08/22** resolved to award the Tender from a period of 01 July 2023 until 30 June 2026.
- 1.2 **AND WHEREAS** the Tender concerns the MAINTENANCE AND CALIBRATION OF MEASUREMENT SYSTEMS;
- 1.3 **AND WHEREAS** the City appointed [REDACTED] in respect of the Tender, from 01 July 2023 until 30 June 2026 ("the Contract");
- 1.4 **AND WHEREAS** on 20 April 2026 the City's Supply Chain Management Bid Adjudication Committee, as per resolution **SCMB 61/04/26** resolved to expand the Contract at the same rates, terms, and conditions, on a month-to-month basis (not exceeding 6 months) from 01 July 2026 to 31 December 2026, or until the replacement tender comes into effect, whichever occurs first.
- 1.5 **AND WHEREAS** on 05 May 2026, the Parties concluded an addendum to extend the contract period, at the same terms and conditions, on a month-to-month basis for a period not exceeding six (6) months or until the replacement contract is implemented, from 01 July 2026.
- 1.6 **AND WHEREAS** the purpose of this Addendum is to further extend the Contract period for 12 months, at the same terms and conditions as the Contract, on a month-to-month basis from 01 January 2027 until 31 December 2027, or until the replacement tender is implemented whichever occurs first;
- 1.7 **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. 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.
- 2.2. 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.

2.3. Any reference to "the Parties" or "a Party" will mean a reference to the Purchaser, the

Supplier or both, depending on the context.

- 2.4. 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.
- 2.5. The provisions of this Agreement supersedes the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.
- 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 Tender No. 316S/2021/22: CALIBRATION AND MAINTENANCE OF MEASUREMENTS ELECTRICAL SYSTEMS
2.6.2	"the Contract"	Means the contract concluded and entered into between parties, as per paragraph 1.3;
2.6.3	"the first addendum"	Means the addendum to the Contract entered into between the Parties on 05 May 2026.
2.6.4	"Addendum"	Means this Addendum to the contract entered into between the Parties.

3. AMENDMENT OF THE CONTRACT PERIOD

- 3.1. The Parties agree and record herein to extend the Contract period for 12 months, at the same terms and conditions as the Contract, on a month-to-month basis from 01 January 2027 until 31 December 2027, or until the replacement tender is implemented whichever occurs first.
- 3.2. Notwithstanding clause 3.1 above, the Purchaser retains the option at its discretion to extend the Contract for such further period as may be mutually agreed with the Supplier, subject to compliance with all applicable legislation and official policies.

4. CONFLICT BETWEEN THIS ADDENDUM AND THE CONDITIONS OF THE CONTRACT

- 4.1. This Addendum must be read together with the clauses, terms, specifications agreed to by

the Parties in the Conditions of the Contract. Should there be any conflict between the clause, terms and/or specifications of the Addendum and the Conditions of the Contract, the clause, term, specification or condition of the Addendum shall take precedence.

5. WHOLE AGREEMENT, WAIVER AND VARIATION

- 5.1. This Addendum embodies the whole Agreement 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 Supplier and the Purchaser, or their duly appointed representatives. There has been no representation which forms part of this Addendum which has not been included herein.
- 5.2. Any relaxation, indulgence or waiver which the Purchaser may grant to the Supplier or any condonation by the Purchaser of any breach of the terms of this Addendum will not become binding on the Purchaser. The Purchaser 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.
- 5.3. 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 Purchaser, or their duly appointed representatives.

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 Purchaser 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.
- 6.2. The Supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the Purchaser 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 Supplier also hereby waives any such claim it may have.

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.

DONE AND SIGNED AT _____ ON _____ 2026.

THE CONTRACTOR

WITNESS

Represented by: [REDACTED]
in [REDACTED] capacity as **Managing Director**

DONE AND SIGNED AT _____ ON _____ 2026.

THE CITY OF CAPE TOWN

WITNESS

Represented by: [REDACTED]
In [REDACTED] capacity as: **Director: Electricity Generation and Distribution**