



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

ADDENDUM IN RESPECT OF

TENDER/CONTRACT NO. : 100C/2021/22
(hereinafter referred to as the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

Represented herein by

Leonardo Manus

In his capacity as

Executive Director : Water & Sanitation

Being duly authorised thereto by way of sub-delegated authority

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

AND

**ERNST & YOUNG ADVISORY SERVICES (PTY) LTD T/A EY (JV BETWEEN EYAND MACE
PROJECT SOLUTION (PTY) LTD)**

(Registration Numbers [REDACTED])

Represented herein by

[REDACTED]

him 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 "**Contractor**")



1. PREAMBLE

- 1.1. **WHEREAS** on 20 JUNE 2022 the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 96/06/22** resolved to award the Tender for a period commencing from date of commencement of contract until 30 June 2032;
- 1.2. **AND WHEREAS** the Tender concerns the Advanced Metering Infrastructure (AIM) AND Reading System for Water – Planning, Design and Implementation Management;
- 1.3. **AND WHEREAS** Ernst & Young Advisory Services (Pty) Ltd t/a EY and Mace Project Solution (Pty) Ltd was awarded a contract in terms of the Tender, from date of commencement until 30 June 2032 ;(the 'Contract');
- 1.4. **AND WHEREAS** the purpose of this addendum is to define the Commencement Date set out in the Contract concluded on 16 January 2023;
- 1.5. **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 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. The provisions of this Addendum 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 Term Tender 100C/2021/22 : Advanced Metering Infrastructure (AIM) AND Reading System for Water – Planning, Design and Implementation Management.
2.6.2.	"the Contract"	means the contract/Memorandum of Agreement concluded and entered into between parties, as per paragraph 1.3.
2.6.3.	"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. AMENDMENT TO THE CONTRACT

- 4.1 The Parties agree and record herein that the Commencement Date be defined by not only referring to it as "date of commencement" but specifying it to be 16 January 2023.

5. AMENDMENT TO CLAUSE 39.1 OF THE SPECIAL CONDITIONS OF CONTRACT

The Parties agree and record herein to amend Clause 39.1

Remove the **first** sentence:

39.1 This Agreement is valid from the **commencement date until 30 June 2027**. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

Replace with the following:

This Agreement is valid from 16 January 2023 until 30 June 2032.

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 AND COUNTER PARTS

- 8.1. This Addendum is signed by the Parties on a date and at the places recorded herein.
- 8.2. The persons signing this Addendum on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.
- 8.3. 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.
- 8.4. 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 Midrand ON 14th of June 2024



THE CONTRACTOR
WITNESS
Represented by 

in his capacity as Director

DONE AND SIGNED AT Cape Town ON 13 June 2024



THE CITY OF CAPE TOWN
WITNESS
Represented by **Leonardo Manus**
in her capacity as **Executive Director : Water & Sanitation,**