



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ADDENDUM IN TERMS OF SECTION 116(3) OF THE MUNICIPAL FINANCE MANAGEMENT ACT, 56 OF 2003

IN RESPECT OF

**TENDER/CONTRACT NO.: 353Q/2022/23:
DESIGN – BUILD OF MECHANICAL AND ELECTRICAL WORKS FOR THE NEW
MANAGED AQUIFER RECHARGE WATER TREATMENT PLANT AT THE CAPE FLATS
WASTEWATER TREATMENT WORKS**

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

Concluded between

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

Represented herein by

Michael Killick

In his capacity as

DIRECTOR: BULK SERVICES

Being duly authorised thereto

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

AND

STEFANUTTI STOCKS (PTY) LTD

(Company Registration no. [REDACTED])

Represented herein by

[REDACTED]
He warranting that he is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on 6 MAY 2024 the City's Supply Chain Management Bid Adjudication Committee in line with **SCMB 12/05/24** resolved to award Tender 353Q/2022/23, and the **Correction SCMB 51/10/24** which correct the contract period to for 971 days from date of commencement;
- 1.2. **AND WHEREAS** the Tender concerns the **DESIGN – BUILD OF MECHANICAL AND ELECTRICAL WORKS FOR THE NEW MANAGED AQUIFER RECHARGE WATER TREATMENT PLANT AT THE CAPE FLATS WASTEWATER TREATMENT WORKS**;
- 1.3. **AND WHEREAS** the Contractor **STEFANUTTI STOCKS (PTY) LTD** was awarded the contract in terms of Tender 353Q/2022/23, from 7 August 2024 until 5 April 2027 excluding the Defects Notification Period (the 'Contract');
- 1.4. **AND WHEREAS** the purpose of this Addendum is to amend the Contract Period from 5 April 2027 until 15 December 2028, and increase the original Contract amount from R536 225 569.42 (Excl. contingency amount and VAT) to a maximum of R697 620 494.12 (Excl. contingency amount and VAT);
- 1.5. **AND WHEREAS** the Parties concluded an addendum in order to amend Clause 13.8 of the Contract Data, to resolve inconsistencies, and clarify the applicable base date to be used in the calculation of Contract Price Adjustment (CPA) (first addendum").

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. 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 Tender 353Q/2022/23: DESIGN – BUILD OF MECHANICAL AND ELECTRICAL WORKS FOR THE NEW MANAGED AQUIFER RECHARGE WATER TREATMENT PLANT AT THE CAPE FLATS WASTEWATER TREATMENT WORKS.
2.6.2.	"the Contract"	means the agreement between the City and the Contractor as per clause 1.3.
2.6.3.	"the first addendum"	Means the addendum to the Tender entered into between the City and the Contractor on 25 August 2026.
2.6.4.	"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 PERIOD

4.1 The Parties agree and record herein that the Contract Period be extended for a period of 620 calendar days, at the same terms and conditions, from 05 April 2027 to 15 December 2028.

4.1.1 Notwithstanding clause 4.1 above, the City retains the option at its sole discretion to extend the Contract Period for such further period as may be mutually agreed with the Contractor and in accordance with the terms and conditions of "the contract", subject to compliance with all applicable legislation and official policies.

5. CONTRACT PRICE

5.1 The Parties agree and record herein that the Contract amount be increased from R536 225 569.42 (Excl. contingency amount and VAT) to a maximum of R697 620 494.12 (Excl. contingency amount and VAT).

5.2 The original contingency amount of R53 622 556.94 (Excl. VAT) will not be increased.

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 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.

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. The Contractor 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 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.

7.2. 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.

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 Contractor 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 AND COUNTER PARTS

9.1. This Addendum is signed by the Parties on a date and at the places recorded herein.

9.2. 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.

9.3. 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.

9.4. 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 _____ ON _____ 2026

THE CONTRACTOR

WITNESS

Represented by [REDACTED]
in his capacity as **Director**

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by **Michael Killick**
in his capacity as **Director: Bulk Services**