



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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

**IN RESPECT OF CONTRACT NO. 219S/2022/23: SUPPLY DELIVER, INSTALL,
MAINTAIN AND COMMISSIONING OF DATA NETWORK DEVICES AND SERVICES**

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

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

██████████
In his capacity as

Director: IS&T Infrastructure Services

Being duly authorised thereto by way of sub-delegated authority

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

AND

First Technology Western Cape (Pty)Ltd

Registration no. ██████████

Duly represented herein BY

██████████
he 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 [REDACTED] the City's Supply Chain Management Bid Adjudication Committee in line with [REDACTED] resolved to award the Tender for a period commencing from 01 July 2023 until 30 June 2026.
- 1.2. **AND WHEREAS** the Tender concerns the supply, deliver, install, maintain and commissioning of data network devices and services.
- 1.3. **AND WHEREAS** First Technology Western Cape (Pty) Ltd was awarded a contract as the Main Supplier, and Altron Systems Integration, a division of Altron TMT (Pty) Ltd, as the Standby Supplier, in terms of the Tender, commencing from 01 July 2023 and is valid until 30 June 2026. (the 'Contract').
- 1.4. **AND WHEREAS** on 13 April 2026 the City's Supply Chain Management Bid adjudication Committee in line with [REDACTED] resolved to expand the Tender for a period commencing from 01 July 2026 until 31 December 2026 on a month-to-month basis, not exceeding a period of six months, with the same terms and conditions and rates until the new Tender No. 140S/2025/26 is implemented, whichever event occurs first, and the Parties concluded an addendum for this extension
- 1.5. **AND WHEREAS** the purpose of this addendum is to extend the Contract Period in respect of Schedule A, for a period of Twelve(12) months on a month to month basis, at the same terms and conditions, from 1 January 2027 to 31 December 2027 or until the replacement Tender is implemented which ever occurs first.
- 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 Contract or in the annexures to the Contract 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. Unless inconsistent with the context, the expressions set forth in this Addendum shall bear the following meanings:

2.5.1.	"the Tender"	means Tender 219S/2022/23: Supply, Deliver, Install, Maintain and Commissioning of Data Network Devices and Services
2.5.2.	"the Contract"	means the contract concluded and entered into between parties, as per paragraph 1.3.
2.5.3.	"Addendum"	Means this addendum to the Contract 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 in respect of Schedule A, be extended for a period of Twelve(12) months on a month to month basis, at the same terms and conditions, from 1 January 2027 to 31 December 2027 or until the replacement Tender is implemented which ever occurs first .
- 4.2 Notwithstanding the date of signature this, Addendum shall be effective from

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 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 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: _____

in his capacity as _____

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by 

in his capacity as **Director: IS&T Infrastructure Services**