



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. 244S/2022/23: MAINTENANCE AND
OPERATIONAL SUPPORT OF THE MYCITI ADVANCED PUBLIC TRANSPORT
MANAGEMENT SYSTEM (APTMS)**
(hereinafter the "**Tender**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

[REDACTED]
In his capacity as

[REDACTED]
Being duly authorised thereto

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

AND

[REDACTED]

Represented herein by

[REDACTED]
In her/his capacity as

[REDACTED]
She warranting that she is duly authorised thereto

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

1. PREAMBLE

- 1.1. **WHEREAS** on **10 July 2023** the City's Supply Chain Management Bid Adjudication Committee, in line with **SCMB 33/07/23** resolved to award the **Tender number 244S/2022/23** from date of commencement until 31 December 2024 with the option to extend up until 30 June 2026;
- 1.2. **AND WHEREAS** the Tender concerns the **Maintenance and Operational Support of The MyCiti Advanced Public Transport Management System (APTMS)**;
- 1.3. **AND WHEREAS** the Contractor ICT Works (Pty) Ltd was awarded a contract in respect of the Tender from 31 May 2024 until 30 June 2026 (the "**Contract**");
- 1.4. **AND WHEREAS** a Time Variation was approved on 18 June 2026 to extend the current term of the Contract Period for 180 days on a month-to-month basis until 31 December 2026 ("Time Variation");
- 1.5. **AND WHEREAS** an addendum to increase the Contract period from 1 July 2026 to 31 December 2026 was concluded by the Parties ("**Time Variation Addendum**");
- 1.6. **AND WHEREAS** the purpose of this Addendum is for the amendment of the Contract period from 1 January 2027 until 30 June 2028 on a month-to-month basis;
- 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. 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 be 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 244S/2022/23: Maintenance and Operational Support of The MyCiti Advanced Public Transport Management System (APTMS);
2.5.2.	the "Contract "	Means: the contract concluded and entered into between the Parties, as per paragraph 1.3.
2.5.3.	the "Time Variation"	Means: the increase in the contract period as approved by the delegated authority on 18 June 2026.
2.5.4.	The "Time Variation Addendum"	Means the addendum concluded by the Parties on (date of signature of the variation addendum).
2.5.5.	"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. AMENDMENT OF THE CONTRACT PERIOD

4.1. The Parties agree and record herein to the amendment of the Contract, from 1 January 2026 until 30 June 2027 on a month-to-month basis, irrespective of the date of signature.

- 4.2. 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, subject to compliance with all legislation and official policies.

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 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 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: [REDACTED]

in her capacity as [REDACTED]

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by: [REDACTED]

in his capacity as [REDACTED]