



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. 69G/2020/21: PROCUREMENT OF FIREWALLING AND
NETWORKING EQUIPMENT FOR SCADA SERVICES BLOEMHOF AND NEWLANDS NETWORK
CONTROL CENTRE**

(hereinafter the "**Contract**")

Concluded between

THE CITY OF CAPE TOWN

Represented herein by

████████████████████

In █████ capacity as

Executive Director: Energy

Being duly authorised thereto

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

AND

████████████████████
████████████████████

Represented herein by

████████████████████

In █████ capacity as

Solutions Head (South West GEO)

who warrants that █████ is duly authorised by resolution of the aforementioned company to enter into this addendum and to bind the aforementioned company accordingly.

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

1. PREAMBLE

- 1.1 **WHEREAS** on **03 May 2021** the City's Bid Adjudication Committee, as per resolution **SCMB 11/05/21**, resolved to award Tender **69G/2020/21: PROCUREMENT OF FIREWALLING AND NETWORKING EQUIPMENT FOR SCADA SERVICES BLOEMHOF AND NEWLANDS NETWORK CONTROL CENTRE**, be accepted for 84 months from date of commencement, subject to the conclusion of a Section 33 of the MFMA process.
- 1.2 **WHEREAS** on **26 May 2022** the Council, as per resolution **C 04/05/22**, resolved to approve the contract which will incur financial obligations for seven financial years: **Tender 69G/2020/21: PROCUREMENT OF FIREWALLING AND NETWORKING EQUIPMENT FOR SCADA SERVICES BLOEMHOF AND NEWLANDS NETWORK CONTROL CENTRE**, as per the SCMBAC resolution.
- 1.3 **AND WHEREAS** [REDACTED] was awarded a contract in terms of the Tender, from **14 June 2022** until **13 June 2029** (the 'Contract');
- 1.4 **AND WHEREAS** [REDACTED] subsequently changed its registered name from [REDACTED] to [REDACTED], effective from 12 September 2025.
- 1.5 **AND WHEREAS** the purpose of this Addendum is to change the Supplier's name .
- 1.6 **AND WHEREAS** the purpose of this Addendum is to amend the Schedule 8: Contract Price Adjustment.
- 1.7 **AND WHEREAS** the purpose of this Addendum is to amend the Special Conditions of Contract by incorporating additional standard City clauses that were not included in the original Contract.
- 1.8 **AND WHEREAS** Parties wish to amend the contract with the intention that such amendments and additions as stipulated below should henceforth have legal force and effect and should be read with and included in the said original contract.
- 1.9 This Addendum shall be read subject to and in context of the provisions of the Agreement and the Addendum concluded previously and shall only amend and add to the original contract as is expressly provided for in this Addendum.

NOW THEREFORE THE PARTIES AGREE TO AMEND THE CONTRACT AS SET OUT IN THIS ADDENDUM.

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 City, 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 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: 69G/2020/21 PROCUREMENT OF FIREWALLING AND NETWORKING EQUIPMENT FOR SCADA SERVICES BLOEMHOF AND NEWLANDS NETWORK CONTROL CENTRE
2.6.2	"Contract"	Means the contract concluded and entered into between parties, as per paragraph 1.3;
2.6.3	" Addendum"	Means this Addendum to the original contract entered into between the City and the Supplier.

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. Contract Name Change

The Parties agree and record herein that Supplier's entity name has changed from [REDACTED] Proprietary Limited to [REDACTED] Proprietary Limited.

4.2 Amendment to Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation.

The Parties agree and record herein to amend Schedule 8: Contract Price Adjustment to include the amendment to clause 8.2 Supplier/Manufacturer Contract Price Adjustment and additional clause 8.2.4 to read as the following:

8.2 SUPPLIER / MANUFACTURER CONTRACT PRICE ADJUSTMENT

Tenderers that ARE NOT manufacturers of the tendered items are subject to contract price adjustment based on the SUPPLIER'S / MANUFACTURER'S PRICE LISTS from the supplier or manufacturer of the tendered items, as detailed in Clause 8.2.4 of Schedule 8, and shall complete the following:

Tenderer's Supplier / Manufacturer: _____

Date of Price List/Quotation upon which tender is based 2021/04/23

Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items. The items referenced on the Pricing Schedule must be clearly identified on the Price List.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

8.2.4 Supplier / Manufacturer Price List Variations (Refer to 8.2 above)

This section is applicable to **Tenderers that are NOT the manufacturer** of the tendered Goods.

This section is **also applicable** to Tenderers that are importing overseas manufactured component parts for assembly into tendered goods that are locally manufactured.

If the contract is subject to variation based on **SUPPLIER / MANUFACTURER PRICE LISTS**, the

following will be applicable:

- 8.2.4.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.
- 8.2.4.2 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted and approved or, by agreement between the Contractor and the Purchaser, a subsequent date on which the price adjustment will become effective.
- 8.2.4.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 8.2.4.4 Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
- 8.2.4.5 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Contractor increase their profit margin.
- 8.2.4.6 The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:
 - a) The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.
 - b) The Purchaser will consider the proposed contract price adjustment and based on the documented evidence, the Purchaser may approve the adjustment.
 - c) A letter authorising the price adjustment will be issued to the Contractor.
 - c) All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.
- 8.2.4.7 The Contractor shall supply the following documentation when applying for a contract price adjustment:
 - a) The price list that the original tender was based upon clearly indicating the items numbered according to the tender pricing schedule.
 - b) The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.
 - c) Detailed calculations indicating how the new price has been established.
 - d) A covering letter on the Contractor's letterhead requesting the contract price adjustment.
 - e) All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.
- 8.2.4.8 The City will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application.

5. New Clauses

5.1 The Parties agree to insert a new clause 37 in the Special Conditions of Contract as follows:

37. PROTECTION OF PERSONAL INFORMATION

37.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which City is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

37.2 The Supplier agrees that they will at all times comply with POPIA and City's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

37.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its suppliers or other authorised individuals comes into contact in relation to the Agreement.

37.4 The Supplier agrees that it shall notify the City as soon as practically possible where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

37.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the City.

37.6 The Supplier shall be liable subject to the liability cap in the Contract for all direct proven claims, losses, damages and costs of whatsoever nature suffered by the City arising from or in relation to the Supplier's (and/or its employees', agents' and sub-suppliers') non-compliance with applicable data protection laws and/or other legislation.

37.7 Audits

37.1 **Certifications.** The Supplier shall maintain any certifications that it is contractually required to maintain under this Agreement and shall comply with the requirements applicable to such certifications. The Supplier shall, upon reasonable request by the City, provide evidence of such certifications.

37.2 **Provision of evidence.** Upon the City's written request, the Supplier shall provide the City with reasonable evidence of the measures implemented by the Supplier to comply with its obligations relating to the processing and protection of the City's personal information,

including applicable certifications, independent audit reports or other relevant evidence relating to the computing environment and physical data centres used by the Supplier in processing the City's personal information for purposes of providing the Services.

37.3 Use of existing certifications and reports. The Supplier may rely on applicable certifications and independent audit reports to demonstrate compliance with its obligations under this Agreement. The City shall, where reasonably practicable, consider such certifications and reports to avoid unnecessary duplication of audits.

37.4 Confidentiality. Any information, documentation, reports or evidence provided by the Supplier pursuant to this clause shall be treated as confidential information and shall be subject to the confidentiality and non-disclosure obligations contained in this Agreement, provided that the City may disclose such information where required by law, a competent regulatory authority, or its internal governance and audit requirements.

37.5 City audits. The City may, at its own cost, conduct an audit of the Supplier's premises, systems, processes and operations to the extent that they relate to the processing or protection of the City's personal information where:

37.5.1 the Supplier has not provided sufficient evidence to enable the City to reasonably verify the Supplier's compliance with its obligations under this Agreement;

37.5.2 an audit is required by the Information Regulator or any other competent data protection authority;

37.5.3 the City has reasonable grounds to believe that the Supplier has materially failed to comply with its obligations relating to the protection of the City's personal information;

37.5.4 there has been an actual or suspected personal information or security breach affecting the City's personal information; or

37.5.5 an audit is otherwise required or permitted by applicable data protection legislation.

37.6 Audit process. The City shall provide the Supplier with at least sixty (60) days' prior written notice of an audit, unless a shorter period is required or permitted by applicable data protection legislation or by the Information Regulator or another competent regulatory authority. The City may appoint a suitably qualified and independent third party to conduct the audit on its behalf, provided that such third party is not a competitor of the Supplier and is subject to appropriate confidentiality obligations.

37.7 Access and cooperation. The Supplier shall reasonably cooperate with any audit conducted in terms of this clause and shall provide the City's auditors with reasonable access to the premises, systems, devices, records and personnel directly involved in the processing of the City's personal information, to the extent reasonably necessary to conduct the audit. The audit shall be conducted in a manner that minimises disruption to the Supplier's business and shall, where reasonably practicable, be limited to a maximum of three (3) Business Days.

37.8 Frequency of audits. The City shall not conduct more than one (1) audit in any twelve (12)

month period where the purpose of the audit is routine verification of compliance. This limitation shall not apply where an audit is reasonably required due to an actual or suspected material breach, personal information or security incident, regulatory requirement, or other circumstances giving the City reasonable grounds to verify the Supplier's compliance with this Agreement.

37.9 **Audit costs and remediation.** The City shall bear the reasonable costs of an audit conducted in terms of this clause, unless the audit identifies a material breach by the Supplier of its obligations under this Agreement, in which event the Supplier shall bear the City's reasonable costs of such audit. Where an audit identifies any breach by the Supplier, the Supplier shall promptly remedy such breach at its own cost and within a period reasonably specified by the City, taking into account the nature and severity of the breach.

37.10 **No limitation of statutory rights.** Nothing in this clause shall limit any right or obligation of the City, the Supplier or any competent regulatory authority arising under applicable data protection legislation, including the Protection of Personal Information Act 4 of 2013 (POPIA).

5.2 The Parties agree to insert a new clause 38 in the Special Conditions of Contract as follows:

38. *PERFORMANCE MONITORING*

38.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.

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 Supplier 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 Supplier 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 Supplier of all of the Supplier'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 Supplier and the City, or their duly appointed representatives.

7. Validity of Original Agreement

7.1 The amendments contained in this Addendum are the only changes to the original contract. The remaining provisions as contained in the original contract shall remain in full force and effect.

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.

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

WITNESS

Represented by _____

In _____ capacity as Executive Director

DONE AND SIGNED AT _____ ON _____ 2026

THE SUPPLIER

WITNESS

Represented by _____
Designation Solutions Head: GEO