

ADDENDUM

concluded between

DUBE TRADEPORT CORPORATION

and

GIBB (PTY) LTD

CONTRACT NO: _____

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1. INTRODUCTION

- 1.1. **WHEREAS** Dube TradePort Corporation (DTPC) and Gibb (Pty) LTD concluded an agreement on 07 May 2018 for the Service Provider to undertake the Township Establishment for the Kwa-Zulu Natal Automotive Supplier Park, hereinafter referred to as the "Main Agreement";
- 1.2. **AND WHEREAS** the Parties wish to vary the Main Agreement through this Variation Agreement;
- 1.3. **AND WHEREAS** the parties wish to record the variation and do so below.

2. DEFINITIONS AND INTERPRETATION

- 2.1. For the purposes of this Agreement, unless the context otherwise indicates, the following words will have the meanings ascribed to them: -
 - (a) **Main Agreement** means the agreement concluded between the parties on 07 May 2018 and includes the annexures attached to that agreement;
 - (b) **Parties** means both parties as described in the Main Agreement;
 - (c) **Variation Agreement** means this addendum that captures this addition to the Main agreement.

3. VARIATION

- 3.1. The following have been submitted **by** the Service Provider and have been accepted and approved by the Parties and accordingly forms part of this Agreement and accordingly an integral part of the Main Agreement:
 - (a) **Annexure A:** Revised Organogram;
 - (b) **Annexure B:** CV's;
 - (c) **Annexure C:** Updated Enterprise Development Partner list;
 - (d) **Annexure D:** Indicative Man-hour schedule;
 - (e) **Annexure E:** Update Program; and
 - (f) **Annexure F:** Deliverable Schedule. ✓

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- 3.2. The Form of Offer and Table B of the main agreement is revised to reflect the change in the Value Added Tax rate, effective from the 01 April 2018, Annexure hereto as Annexure G. /
- 3.3. The Parties will review and finalise the Program and Delivery Schedule, attached hereto in Annexure F and Annexure G, within one of the agreement signature date and will include the following key deliverables:
- (a) The project execution plan;
 - (b) Risk workshop and risk register;
 - (c) Refinement and submission of the business case;
 - (d) Submission to the gate review panel;
 - (e) Submissions to SteerCo; and
 - (f) Engineering drawing and specification register.
- 3.4. Any changes to key resources will be agreed with the DTPC's representatives, in advance, prior to such resources commencing work. The new resources must be equivalent or higher (experience and qualification) than the resources replaced.
- 3.5. The parties to this agreement have agreed to conclude a cession agreement for DTPC to make direct payment to the Enterprise Development (ED) partner. The Service Provider will review and validate the ED partner's invoice. The Service Provider will submit an individual cover letter with his invoice and each ED Partners invoice indicating the split, including variations, duly signed by the service provider and each individual ED partner for payment. The Service Provider remains responsible to DTPC for all work undertaken by the ED partner under this agreement.
- 3.6. All amounts payable in terms of the Agreement will be payable monthly in arrears within 30 (thirty) calendar days of the Service being provided to DTPC, and after DTPC has received an accurate invoice from the Service Provider for the Services rendered.
- 3.7. The Parties agree the price for this Agreement is fixed for the duration of this Agreement with no cost escalation.
- 3.8. Clause 10 and 12 on page 41 of the Service Provider's methodology labelled "*Appointment of a service provider to undertake the township establishment for the Kwa-Zulu Natal automotive supplier park*" have being removed in its entirety.
- 3.9. The Service Provider will be responsible for co-ordinating, chairing and secretarial duties for the following meetings:

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- (a) Fortnightly design coordination meetings;
- (b) Scoping workshops;
- (c) Risk workshops
- (d) Key Stakeholder meeting;
- (e) Value Engineering Meetings; and
- (f) Any other meetings as agreed by the Parties.

3.10. The Service Provider will ensure that the project leads attends all meetings in terms of clause 3.7, above, which will be held at DTPC offices.

3.11. The Service Provider will provide DTPC with the following reports:

- (a) Actual man-hours vs planned (for DTPC's database purposes only);
- (b) Progress reports; and
- (c) For designated targets such as:
 - (i) Project spend; and
 - (ii) Enterprise Development spend analysis.

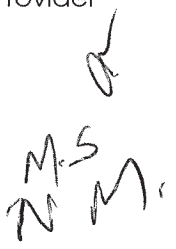

3.12. DTPC is a Schedule 3 C Public Entity and is governed by the Public Finance Management Act and Treasury's regulations. Contract variations require approval from the designated official in terms of the following thresholds:

- (a) DTPC's Executive – 10%;
- (b) DTPC' Bid Adjudication Committee – above 10% up to 15%;
- (c) DTPC's Board – above 15% up to 20%; and
- (d) KwaZulu-Natal Provincial Treasury – above 20%.


Any work will only be executed once the approval is obtain from the designated official, which could take between three (3) to six (6) months. The Service Provider is required to incorporate the approvals in its work plan to avoid delays to the service in terms of this Agreement. DTPC will not be held liable for any interest nor delays claims for work undertaken without obtaining the necessary approvals, in advance.

3.13. In terms of the DTPC delegations of authority, all increases to the contract price above 15% needs to be submitted to the DTPC board for approval and all increases to the contract sum above 20% needs to be submitted to Treasury for approval. The time frame for such approvals vary from 3 to 6 months. Therefore, the Service Provider has to plan his cash flow accordingly to prevent delays to the works.

3.14. All other terms of the Main Agreement remain in full force and effect.


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For **DUBE TRADEPORT CORPORATION**

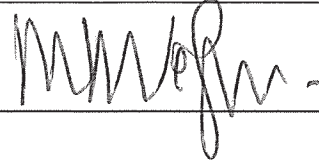
Signature: 
who warrants that he / she is duly authorised thereto

Name: Owen Mungwe


Date: 2018/05/

Place: La Mercy.

Witness Name: MATHABO MOSTA

Witness Signature: 

For **SERVICE PROVIDER**

Signature: 
who warrants that he / she is duly authorised thereto


Name: NOKUTHEMBA MKHIZANA

Date: 07 MAY 2018.

Place: DUBE TRADEPORT.

Witness Name: Mthokozisi Sibusiso Mkhizana

Witness Signature: 


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