



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

**CONTRACT 52S/2018/19: PROVISION OF A TRAFFIC CONTRAVENTION SERVICE FOR
THE CITY OF CAPE TOWN**

Between

THE CITY OF CAPE TOWN

and

**TMT Services & Supplies (PTY) LTD t/a Traffic Management Technologies
(Registration number: [REDACTED])**

**CIVIC CENTRE IZIKO LOLUNGU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capefown.gov.za**

Making progress possible. Together.

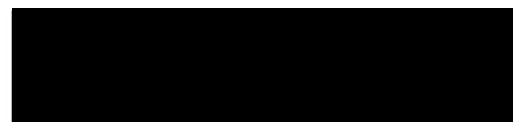


TABLE OF CONTENTS		PAGE
1	PARTIES	3
2	DEFINITIONS	3
3	INTRODUCTION	4
4	VARIATION OF AGREEMENT	4
5	SAVING CLAUSE	4
6	COSTS	5
7	FORM OF OFFER	5
8	SIGNATURE	6

1. PARTIES

1.1 The Parties to this contract are:-

1.1.1 **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000 as amended (hereinafter referred to as "the City") herein represented by the City Manager or his nominee and duly authorized hereto;

1.1.1 **TMT Services & Suppliers (Pty) Ltd t/a Traffic Management Technologies (herein after referred to as TMT)** a Public Company incorporated in terms of the laws of the Republic of South Africa with registration number [REDACTED] and herein represented by [REDACTED]

1.2 The Parties agreement is set out hereunder.

2. DEFINITIONS

2.1 In this agreement:

2.1.1 Words and phrases defined in the Agreement or in the annexures to the Agreement will bear the same meanings herein;

2.1.2 **"Agreement"** means contract 52S/2018/19: Service Provider for the Provision of a Traffic Contravention Service to the City of Cape Town entered into between the Parties on date of signing of this contract.

2.1.3 **"Parties"** means the Parties to this agreement.

2.1.4 **"MFMA"** means Local Government: Municipal Finance Management Act No 56 of 2003

3. INTRODUCTION

- 3.1 The Agreement contains a contractual period of 72 months from date of commencement to give effect to the Bid Adjudication Committee's Decision made on 15 April 2019 (SCMB 53/04/19), of which the first 36 months from date of commencement will allow for the processing of new fines and the last 36 months to allow the service provider to run their system dry by concluding outstanding legacy fines issued during the first 36 months of the contract period from date of commencement of contract.
- 3.2 The commencement of the contract is subject to the conclusion of a Section 33 (MFMA) process and Council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorizes the municipal manager to sign the contract on behalf of the municipality.
- 3.3 The variation in the contract period reflects the intention of the Parties.
- 3.4 The Parties wish to record the variation to which they have agreed.

4. CONTRACT PERIOD OF AGREEMENT

- 4.1 The Agreement is for the period as indicated below –
- 4.1.1 The agreement will be for 72 months as per BAC resolution (SCMB 53/04/19) **(See Annexure A)**
- 4.1.2 The first 36 months from date of commencement of the agreement will be to allow for the processing of new fines
- 4.1.3 The last 36 months will be to allow for the run dry of the system by the service provider to conclude outstanding legacy fines issued during the first 36 months of the contract period.

5. CONTRACT CONDITIONS

The provisions of the Tender Document, being the National Treasury – General Conditions of Contract (revised July 2010 and as updated from time to time) and

the special Conditions of Contract are applicable to this Agreement. **(Annexure B)**

6. SAVING CLAUSE

- 6.1 Save to the extent specifically or by necessary implication modified in or inconsistent with the provisions of this Agreement, all the terms and conditions of the Agreement shall *mutatis mutandis* continue in full force and effect from date of commencement.

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 Agreement.

8. FORM OF OFFER

- 8.1 The tenderer TMT and who is represented by Ms Rushaan Solomons AND Michael Stephen Morrow , duly authorized to act on behalf of the tenderer in their capacities as CFO and Acting CEO hereby agrees that by signing the agreement the tenderer:

- 8.1.1 confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all conditions of Tender 52S/2018/19 advertised 24 August 2018.
- 8.1.2 confirms that it has received and incorporated any and all notices issued to tenderers issued by CCT;
- 8.1.3 confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) cover all goods and//or services specified in the tender documents; that the price(s) and rate(s) cover all obligations and accepts that any mistakes regarding price(s) rate(s) and calculations will be at its own risk;
- 8.1.4 offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance

with the:

8.1.4.1 terms and conditions stipulated in the tender document;

8.1.4.2 specifications stipulated in the tender document; and

8.1.4.3 as the prices as set out in the Price schedule (**Annexure C**)

8.1.5 accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

9. SIGNATURE

9.1 This Agreement is signed by the Parties on the dates and at the places indicated below.

9.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

9.3 The person(s) signing this Agreement in a representative capacity warrant their authority to do so.

9.4 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party have its signature of this Agreement verified by a witness.

SIGNED AT CAPE Town ON THIS 18th DAY OF MAY 2020

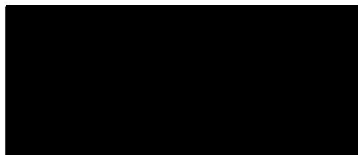


For and on behalf of
CITY OF CAPE TOWN

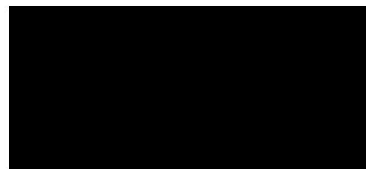


SIGNED AT Ruyterwacht ON THIS 30 DAY OF April 2020

SIGNED AT ON THIS DAY OF 20....



AND



For and on behalf of TMT Services (Pty) Ltd t/a Traffic Management Technologies.

(3) FORM OF OFFER AND ACCEPTANCE

TENDER NO: 52S/2018/19: PROVISION OF A TRAFFIC CONTRAVENTION SERVICE FOR THE CITY OF CAPE TOWN

PART A (TO BE FILLED IN BY TENDERER):

2.1 Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	TMT SERVICES & SUPPLIES (PTY) LTD
Trading as (if different from above)	TRAFFIC MANAGEMENT TECHNOLOGIES

AND WHO IS represented by the names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the Price Schedule (**Section 3**).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print Name(s)

on behalf of the tenderer (duly authorised)

25 SEP 2018

ate

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO:52S/2018/19: PROVISION OF A TRAFFIC CONTRAVENTION SERVICE FOR THE CITY OF CAPE TOWN

PART B (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'):

accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER") _____

_____, thereby concluding a contract with the supplier

for a contract period from date of commencement and terminating on 30 June 2021;

undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT CAPE Town ON THIS THE 1st DAY OF MAY 2020
(CE) (DD) (MM) (YY)

Signature(s) and stamp of
Executive Director or his/ her delegated authority

Print name(s):
Fully authorised in terms of the System
Delegations as approved by Council)

Doc 1 JULY 2020



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

FIRST ADDENDUM TO AGREEMENT

**CONTRACT 52S/2018/19: PROVISION OF A TRAFFIC CONTRAVENTION
SERVICE FOR THE CITY OF CAPE TOWN**

BETWEEN

CITY OF CAPE TOWN

(Hereinafter referred to as “the Local Authority”)

(Individually referred to as the “party” and collectively as the “parties”)

AND

TMT SERVICES AND SUPPLIES (PTY) LTD

(Hereinafter referred to as TMT)

(REGISTRATION NUMBER [REDACTED])



Whereas the parties have concluded an agreement for the supply, installation and maintenance of traffic law enforcement equipment, back office systems and related services subject to the terms and conditions contained in the "the Main Agreement" tender 525/2018/19, concluded on 18 MAY 2020. The parties are in agreement to amend the Main Agreement as set out here below:

To add to the main agreement the following definitions:

"Commencement date" shall mean **1 July 2020**, irrespective on what date the contract is signed by the parties.

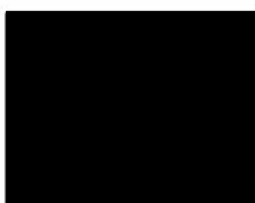
Save for the aforesaid, the remaining terms and conditions contained in "the Main Agreement" will remain in full force and effect.

THIS SIGNED AT Ruyterwacht ON THIS 30 DAY OF April 2020


Rushaan Solomons

THIS SIGNED AT Cape Town ON THIS 5 DAY OF May 2020


AS WITNESSES



FOR THE COMPANY: Duly Authorised
TMT

(Who warrants that he/she is so authorised)

THIS SIGNED AT Cape Town ON THIS 18th DAY OF May 2020

