



original- legal



**MEMORANDUM OF AGREEMENT ENTERED
INTO BY AND BETWEEN**

**The SEDIBENG DISTRICT MUNICIPALITY herein represented by
STANLEY KHANYILE in his capacity as the Municipal Manager, duly authorised thereto
(hereinafter referred to as “Sedibeng District Municipality”);**

AND

**NETPLUS CC, a close corporation with Registration Number CK 2000/014201/23, herein
represented by PEDRO MARTINS in his capacity as Managing Member duly authorized
thereto, (hereinafter referred to as “Netplus CC”).**

WHEREAS:

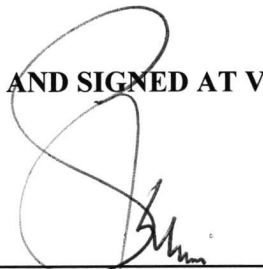
1. The Sedibeng District Municipality after due process of Supply Chain Management awarded and entered into an agreement with Netplus CC for the installation of network cabling and general repair and maintenance of the existing CAT6 network environment within the Sedibeng District Municipality on an ad hoc basis;
2. The duration of the contract shall be for a period of three (3) years, commencing on 1 August 2018 and terminating on 31 July 2021, and shall be renewed on an annual basis subject to a performance review; and
3. The Parties wish to effect certain amendments and/or additions to the main agreement.

B J

NOW THEREFORE:

1. After a review of Netplus CC's performance, Sedibeng District Municipality found the performance of Netplus CC to be consistent with the required service deliverables.
2. Sedibeng District Municipality therefore wish to extend the contract period for twelve (12) months for the period 1 August 2019 to 31 July 2020.
3. The contents of this Addendum are the only amendments/or additions of which shall remain valid and binding on the Parties until the agreement terminates.
4. Excluding the amendments contained herein, the stipulations of the main agreement shall remain applicable to the parties and shall not be considered a novation of the main agreement.

DATED AND SIGNED AT VEREENIGING ON THIS THE 11th DAY OF November 2019



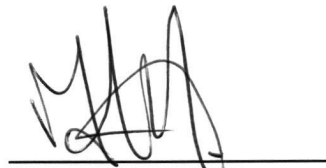
STANLEY KHANYILE

AS WITNESSES:

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DATED AND SIGNED AT Verreeniging ON THIS THE 13th DAY OF November 2019



PEDRO MARTINS

AS WITNESSES:

1.....

2.....



**MEMORANDUM OF AGREEMENT ENTERED INTO
BY AND BETWEEN**

SEDIBENG DISTRICT MUNICIPALITY herein represented by
STANLEY KHANYILE in his capacity as the **Municipal Manager** duly authorized
thereto, (hereinafter referred to as “**Sedibeng District Municipality**”);

AND

NETPLUS CC a Close Corporation with Registration Number **CK 2000/014201/23**,
herein represented by **PEDRO MARTINS** in his capacity as the **Managing Member**
duly authorized thereto, (hereinafter referred to as “**Netplus CC**”).

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S.K.
RM




RM
P.M.
J.M.

DELIVERY AGREEMENT

Contract for the installation of network cabling and general repair and maintenance of the existing CAT6 network environment within the Sedibeng District on an ad hoc basis at existing and new sites.

Schedule of Documents

1. Tenderers general information
2. Tender Specification
3. Contract Period
4. Pricing Schedule
5. Order Method
6. Terms of Payment
7. Special Conditions of Contract
8. General Conditions of Contract
9. Authorized Signatures

 CE
2
S.K.



1. GENERAL INFORMATION

Name of Company : NETPLUS CC
Form of Company (CC, (Pty) Ltd, etc.) : CC
Company Registration Number : 2000/014201/23
Core business of the company : FIBRE AND NETWORK INSTALLERS
Physical Address : 3 STEVAN STREET
MEADOWBROOK X 2
JOHANNESBURG
Postal Address : P O BOX 3912
EDENVALE
1610
Telephone Number : 011 453 7686
Fax Number : 0866 543 230
Cell Number : 082 895 3025
E-mail address : pedro@netplus.co.za
Contact Person : PEDRO MARTINS

2. TENDER SPECIFICATION

QUOTATION NUMBER 8/2/2/11-2017

2.1 SCOPE

Sedibeng District Municipality has requested bidders to submit tenders for the installation of network cabling and general repair and maintenance of the existing CAT5e network cables within the Sedibeng District on an ad hoc basis required at all existing and new sites by the successful bidder. The contract will run for a period of two years from the date of the contract. This contract will not be exclusive and will not bind Sedibeng to a sole supplier for the term.

2.2 KEY REQUIREMENTS

- 2.1. Installation of a single Cat6 network point of 50 meter in length from network switch to UTP box, inclusive of labour, cat5e cable and connection boxes, crimping of cable ends and RSJ45 jacks, 2 meter fly lead, patch lead (cabinet), labelling and testing.

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D.B.A

- 2.2. Cost of additional Cat6 cabling after the initial 50m installation, inclusive of labour and cabling (cost per meter).
- 2.3. 10/100/1000 intelligent 24 port manageable switch, managed Layer 4 feature set, two Gigabit copper or fibre transceiver slots with proven reliability and full 5 year warranty, equivalent to HP Procurve series E2510-24G (J9776A).
- 2.4. Supply and deliver 200m fibre optic HD multimode 4-core cable.
- 2.5. Commissioning of 8 fibre splices, fibre management box, fibre couplers and fibre patch leads.
- 2.6. 1gig GBIC (compatible with the manageable switch quoted on in ITEM 3 – example HP JD493A).
- 2.7. Brush panel
- 2.8. 24 port CAT 6 Patch panel
- 2.9. HP 2530-48G (J9775A) Layer 2 switch (replacement item)
- 2.10. HP 5500-48G (JD375A) Layer 3 switch (replacement item)
- 2.11. 8 Port USB/PS2 rack mountable KVM switch
- 2.12. HP 6200-24G-mGbic YL switch (replacement item)
- 2.13. Hourly maintenance on existing cables and infrastructure
- 2.14. After hours maintenance and emergency call-out rate per hour
- 2.15. Traveling cost per kilometre and distance of travel (from your office to our main site).

3. CONTRACT PERIOD

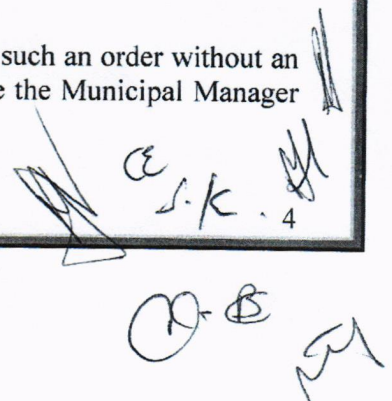
This contract shall be valid for a period of three (3) years commencing on 1 August 2018 and terminating on 31 July 2021, notwithstanding the date of signature hereof and shall be renewed on an annual basis subject to the performance review.

4. PRICING

The prices for the services rendered shall be in accordance with the pricing schedule attached to this agreement as Annexure "A".

5. ORDER METHOD

- 5.1 The only recognized order method will be through an official Sedibeng District Municipality order.
- 5.2 In the event of an after-hours emergency, the only person who can place such an order without an official order is the Director: Information Management or in his absence the Municipal Manager or his/her appointee.

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6. TERMS OF PAYMENT

- 6.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 6.2 All payment certificates will be settled within 31 (thirty one) days of receipt of invoice by the Sedibeng District Municipality.
- 6.3 Payment certificates can be settled within 7 (seven) to 31 (thirty one) days, depending on the preferential procurement goals to be achieved, but subjected to the approval of the Supply Chain Management Manager and/or Accounting officer, after the service has been rendered and invoice received by the Sedibeng District Municipality.
- 6.4 The order form should be accompanied by the original tax invoice for payment stating the same amount appearing on the tender document IM Tender 8/2/2/10-2015 and order form/tax invoice.
- In case where the original tax invoice is missing, the copy of the tax invoice has to be attached. However, it has to be certified as a true copy of the original.
 - The Sedibeng District Municipality shall only honour tax invoices that comply fully with all the relevant tax legislations and regulations promulgated by the National Treasury from time to time.

7. SPECIAL CONDITIONS OF CONTRACT

7.1 GENERAL INSTALLATION PRACTICE REQUIREMENTS

It is expected that installed products be capable of supporting voice and data communication applications and protocols from baseline 56Kbps to ISDN PRI for analogue and digital voice and 10BaseT to 1000BaseT for data.

- The new cable will be pulled into the outlets and terminated at the floor UTP point
- All outlets will be tested and labelled clearly and to the satisfaction of the project manager
- Cable is not to be pulled in under excessive load
- Cable should be handled in such a way as not to damage the cable by means of kinks, twisting along its own axis, snagged etc.
- Whenever possible cable should be placed into pathways as opposed to pulled in under tension
- Care should be taken not to score conductors during the removal of the outer insulating sleeve of the cable when preparing to terminate pairs
- Cable bends are to be kept to a 25mm at minimum at all times
- During the installation process, the installer is required to visually inspect cable for damage. If such damage is found, cable needs to be replaced immediately

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- All cabling must be clearly labelled at both ends
 - All patch and workstation outlet cables shall be clearly labelled by means of an appropriately secured printed label
 - Cable shall under no circumstance be strapped to PVC electrical conduit or any structures belonging to an unrelated functional unit such as an air conditioning drain pipe
 - Conduit are to be used for structured cabling where ducting is unavailable or inappropriate
 - All cables are to be made neat and fasted securely by means of appropriate fasteners, ducting or trays so as to ensure a sound and durable installation
 - Care must be taken not to install cable near excessive heat sources as to avoid damage to the structure of the cable
- 7.3 Only true original products are acceptable.
- 7.4 All new and replacement equipment must be fully interoperable with the current infrastructure. Vendors must include a statement to this effect.
- 7.5 Compliance to the General Installation Requirements is mandatory, no variation will be tolerated nor accepted and would lead to the immediately cancellation of the contract.
- 7.6 All logistics must be catered for in the proposal presented, including travelling, accommodation and subsistence where applicable

9. GENERAL CONDITIONS OF CONTRACT

9.1 SPARE PARTS

In the event of termination of production of the required part(s) Netplus CC shall notify the Sedibeng District Municipality accordingly in writing and within a reasonable time about the replacement part number, cost and availability thereof.

9.2 WARRANTY

- 9.2.1 Netplus CC warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials. Netplus CC further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is specifically required by the Sedibeng District Municipality's specifications). Netplus CC indemnifies the Sedibeng District Municipality from any injury, loss, or damages that may arise directly as a result of any act or omission of Netplus CC.
- 9.2.2 The Sedibeng District Municipality shall promptly notify Netplus CC in writing of any claims arising under warranty of the product. Netplus CC shall bear the costs of any such claims, unless such claims arose as a result of any negligent act or omission on the part of the Sedibeng District Municipality.

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 C.B. 24

9.2.3 Upon receipt of such notice, Netplus CC shall, within 1 working day after notification, and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Sedibeng District Municipality.

9.2.4 If Netplus CC, having been notified, fails to remedy the defect(s) within the period specified, the Sedibeng District Municipality may proceed to take such remedial action as may be necessary, at Netplus CC risk and expense and without prejudice to any other rights, which the Sedibeng District Municipality may have against Netplus CC under the contract.

9.3 CONTRACT AMENDMENTS

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

9.4 MONITORING OF SUPPLIER PERFORMANCE

9.4.1 The objective of this activity is to monitor the performance of Netplus CC against the metrics stipulated in the special conditions of contract.

9.4.2 Review of the performance of Netplus CC will be on an ongoing basis in order to ensure that Netplus CC's performance is documented in the event of continuous non-performance and/or a dispute.

9.4.3 Issues of non-compliance must be raised with Netplus CC immediately and in writing.

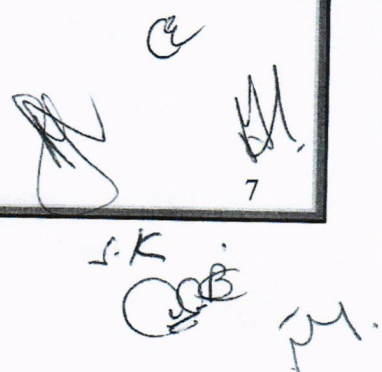
9.4.4 All documents issued will be kept in a complaints register for Netplus CC, together with the response from Netplus CC. Corrective measures to be taken by Netplus CC should be noted and signed by both parties.

9.4.5 Repeated acts of non-compliance will result in the immediate termination of the contract.

9.5 DISPUTE RESOLUTION

9.5.1 In the event of any dispute arising out of the implementation of any of the terms of this Agreement, the Parties will endeavour to resolve such dispute through discussions and negotiations between themselves.

9.5.2 Should the Parties fail to resolve the dispute as set out above, the dispute will be referred to a mutually agreed upon and properly qualified third party or the AFSA (Arbitration Foundation of Southern Africa) for arbitration. The decision of the arbitrator shall be final and binding.

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9.6 CESSION

Netplus CC shall not be entitled to cede, transfer or in any other way whatsoever assign his rights under this agreement without prior written consent of the Sedibeng District Municipality which consent shall not be unreasonably withheld.

9.7 TERMINATION

9.7.1 The Sedibeng District Municipality may terminate this contract at any time, without prejudice to any right of action or remedy which has accrued or thereafter accrues to Sedibeng district municipality, if Netplus CC:

- a) Defaults in due performance of the contract; or
- b) Becomes bankrupt or otherwise is, in the opinion of the Sedibeng District Municipality, in such financial circumstances as to prejudice the proper performance of the contract.

10. DOMICILIUM CITANDI ET EXECUTANDI

The Sedibeng District Municipality hereby elects as its *domicilium citandi et executandi* for all purposes resulting from this agreement as follows:

10.1 Sedibeng District Municipality : Municipal Building
Cnr Leslie & Beaconsfield Avenue
Vereeniging
1930

P.O. Box 471
Vereeniging
1930

Telephone Number : 016- 450 3000

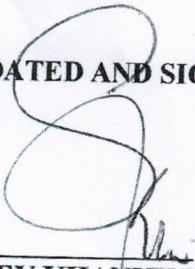
10.2 Netplus CC : 3 Stevan Street
Meadowbrook X2
Johannesburg

: P.O. Box 3912
Edenvale
1610

Telephone Number : 011 453 7686



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A large signature on the left, and initials 'ce', 'M.A.', and 'J.K.' on the right, with a circled '8' and other scribbles below.

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE 27th DAY OF MARCH 2018.




STANLEY KHANYILE

AS WITNESSES:

1. 
2. 

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE 27th DAY OF MARCH 2018.



PEDRO MARTINS

AS WITNESSES:

1. 
2. 

Annexure A

SUBMISSION REQUIREMENTS

In submission of the proposal, service providers are required to include the following:

- Pricing schedule as per specification below.

Pricing includes VAT

ITEM	COMPLIANCE / PRICE
1 Company Profile attached	<input checked="" type="radio"/> Yes / No
2 Years of experience in rendering cabling services	years 17
3 Rand value of completed contracts of similar nature	R 2 MILLION
4 Installation of a single Cat6 as per specification	R 678.30
5 Cost of additional Cat6 cabling after the initial 50m installation	R 8.10 / meter
6 10/100/1000 intelligent 24 port manageable switch as per specification JL391A HP 1920-24G	R 5595.96
7 Supply and deliver 200m fibre optic HD multimode cable as per specification	R 2571.50
8 Commissioning of 8 fibre splices <i>et al.</i> as per specification	R 2746.26
9 1 Gig GBIC as per specification	R 1956.10
10 Brush panel	R 125.40
11 24 port Cat6 patch panel	R 638.40
12 HP 2530-48G (J9775A) layer 2 switch (replacement item)	R 18 114.13
13 HP 5500-48G (JD375A) layer 2 switch (replacement item)	R 105 549.89
14 8 Port USB/PS2 rack mountable KVM switch	R 2765
15 HP 6200-24G-mGbic YL switch (replacement item) JL430A	R 170 931.60
16 Hourly maintenance on existing cables and infrastructure	R 399 / hour
17 After hours maintenance and emergency call-out rate per hour	R 649.80 / hour
18 Travel Cost (travel cost from your office to Sedibeng's offices) at approximately 80 return trips per year	R N/A
19 Estimated internal travel (between Sedibeng's Offices) would be 3,600km/year (rate per km)	R N/A /km
20 Compliance with 72 hour installation requirement	<input checked="" type="radio"/> Yes No
21 Compliance with 8 hour emergency installation/repair requirement	<input checked="" type="radio"/> Yes No
22 Acceptance of the general installation requirements	<input checked="" type="radio"/> Yes / No

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