

## **CONTRACT DATA**

**A contract between  
SENTECH, Sender Technology Park, Radiokop, Octave Road, Honeydew,  
and**

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**REQUEST FOR SERVICE PROVIDER(S) FOR THE SUPPLY, PLANNING, INSTALLATION AND  
SUPPORT OF POINT TO MULTIPOINT MICROWAVE EQUIPMENT TO SENTECH SOC (LTD)**

**Bid Number: SENT-056-2023-24**

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## PART C1: AGREEMENTS AND CONTRACT DATA –

### Form of Offer and Acceptance Offer

Sentech, identified in the acceptance signature block, has solicited offers to enter into a contract for the **REQUEST FOR SERVICE PROVIDER(S) FOR THE SUPPLY, PLANNING, INSTALLATION AND SUPPORT OF POINT TO MULTIPOINT MICROWAVE EQUIPMENT TO SENTECH SOC (LTD).**

The Bidder, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, and by submitting this offer has accepted the conditions of the Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Bidder under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF APPLICABLE TAXES; (in the Bids applicable currency).

\_\_\_\_\_ (amount in words);

\_\_\_\_\_ (amount in figures)

***NB: The Prices quoted above is the total Bid offer inclusive of all applicable taxes for the Contract duration. The price must be carried over from the price breakdown / schedule of rates provided in the Bid document.***

This offer may be accepted by Sentech by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Bidder in the conditions of contract identified in the Contract Data.

**Bidder's Signature(s)** \_\_\_\_\_

**Signed by the Bidder at** \_\_\_\_\_ **on this the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**Address (Domicillium)**

\_\_\_\_\_

\_\_\_\_\_

## Acceptance

By signing this part of this form of offer and acceptance, Sentech accepts the Bidder's offer. In consideration thereof, Sentech shall pay the Bidder the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the Bidder's offer by the signature by Sentech shall form an agreement between Sentech and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from the said documents are valid unless contained in this schedule of deviations.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

**Sentech's Signature(s)** \_\_\_\_\_

**Signed by Sentech at** \_\_\_\_\_ **on this the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Designation** \_\_\_\_\_

**SENTECH SOC LIMITED,**

Sender Technology Park

Octave Road, Radiokop

Honeydew

Johannesburg

**Date** \_\_\_\_\_

**Upon acceptance by Sentech of the Bidder's offer, a contract will come into existence.**

## SCHEDULE OF DEVIATIONS

**Notes:**

- 1 The extent of deviations from the Bid documents issued by the Sentech before the Bid closing date is limited to those permitted in terms of the conditions of Bid.
- 2 A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3 Any other matter arises from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4 Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the Contract.

1. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

2. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

3. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

4. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

By the duly authorised representatives signing this schedule of deviations, Sentech and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and Sentech during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## Contract Data

### Part one - Data provided by Sentech given in all contracts

#### 1. The *Purchaser* is

##### **SENTECH SOC LIMITED,**

Sender Technology Park

Octave Road

Radiokop

Honeydew

Johannesburg

#### 2. General

The National Treasury General Conditions of Contract for goods and services (NT GCC, 2010) or General Conditions of Contract for Works (2015) as issued by National Treasury and the Construction Industry Development Board of the Republic of South Africa apply, respectively.

The goods are specified in the Scope of Work. The Special Conditions of Contract (SCC) are stipulated in the Tender Data.

#### 3. Goods information:

The *Goods Information* is in the document called "Scope of Work" and in the documents and drawings referred to by it.

#### 4. Terms of Delivery

The *Terms of Delivery* are contained in the General Conditions of Contract (GCC) and Special Conditions of Contract.

#### 5. Language

The *language* of this contract is English.

#### 6. Governing Laws and Jurisdiction

The Contract shall be governed by and interpreted according to the laws of the Republic of South Africa.

In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

The parties irrevocably submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in respect of any action or proceeding arising from this Bid.

This Bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the SCC are in conflict with the GCC, the SCC shall prevail.

#### 7. Sub-contracting post award

A Bidder awarded a Bid may only enter into a subcontracting arrangement with the approval of Sentech. The successful bidder may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Bidder concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

#### 8. Transformation Plan

A transformation plan is a record of activities an entity intends to undertake to improve its BBBEE Level through Ownership, Management and Control; Skills Development; Enterprise and Supplier Development and Socio-Economic Development.

Sentech reserves the right to request a BBBEE transformation plan with clearly defined timelines and milestones if the recommended bidder does not meet Sentech's transformation goals. These milestones

must be achieved over the term of the contract. This transformation plan shall be submitted within 10 working days from the written request, failing which Sentech reserves the right to withdraw its appointment of the preferred recommended Bidder.

#### **9. Alternative/Substitute Products**

In the case of contracts and/or panels which are in excess of 12 (twelve) months, Sentech shall be entitled to consider alternative products and product upgrades during the tenure of the contract and/or panel in order to accommodate new products and upgrades in the market. Bidders are required to bring all such developments to the attention of Sentech for approval. No alternative products may be supplied without Sentech's prior written approval.

#### **9. Warranty**

The warranty period is 12 months after Delivery.

#### **10. Payment**

The method and conditions of payment are contained in the Tender Data, GCC and SCC.

The interest on late payment is 0 % per complete week of delay.

#### **11. Currency**

South African registered businesses that purchase equipment overseas and quote in foreign currency will be required to provide Sentech a 6-month forward cover contract on appointment. The 6 months forward cover will be re-negotiated and renewed every 6 months should the contract term on this tender be longer than 6 months.

#### **12. General - Prices**

Unless approval has been obtained from Sentech, no adjustment in contract prices will be made.

Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

#### **13. Price Negotiations**

Sentech reserves the right to negotiate market related prices. If market-related prices are not agreed to, Sentech reserves the right to cancel the Bid.

#### **14. Liabilities indemnities and insurance**

Insurance is required from the Bidder in respect of delivery and transportation where applicable.

#### **15. Disputes**

Should any dispute, disagreement or claim arise between the parties ("the dispute") concerning this Agreement, the parties shall try to resolve the dispute by negotiation. This entails one party inviting the other party to meet and attempt to resolve the dispute within fourteen (14) days from the date of the written invitation.

If the dispute has not been resolved by such negotiation as referred to in this clause above, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") for administered mediation, upon the terms set out by the AFSA secretariat.

Failing such resolution, the dispute shall be resolved by arbitration in accordance with the rules and procedures of AFSA by an arbitrator appointed by AFSA. Where the arbitration route is followed, the dispute must be adjudicated within Johannesburg in the English language and finally resolved in accordance with the rules of AFSA, by an arbitrator or arbitrators appointed by that Foundation.

The provisions of this clause shall not preclude any party from obtaining relief from a Court of competent jurisdiction. To this extent, the Parties hereby consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa. The provisions of this clause shall continue to be binding on the Parties, notwithstanding any termination or cancellation of this Agreement.

#### **16. Termination**

Sentech shall have the right, at its sole and exclusive discretion, upon written notice to the Bidder, to terminate this Agreement, in whole or in part should the Bidder fail to perform any of its obligations or deliver any deliverable timeously or should Sentech not be satisfied with the quality of any service/s in terms of this Agreement, to the satisfaction of Sentech.



Sentech shall furthermore have the right, as a result of such termination, to appoint a third party to perform the obligations of the Bidder in terms of the Agreement and the Bidder indemnifies Sentech against all costs incurred by Sentech in appointing such third party to fulfil the obligations of the Bidder.

Sentech shall have the right, at its sole and exclusive discretion, to terminate this Agreement, at any time, upon 30 (thirty) days' written notice to the Bidder.

## **17. Contract Term**

This contract is a once-off appointment based on the scope of works.

## **18. Supplier Due Diligence**

Sentech reserves the right to conduct supplier due diligence at any time pre, during and post the contract period. This may include announced or unannounced site visits.

## **19. Cession**

Sentech shall be entitled to cede, delegate, assign, charge, transfer or otherwise dispose of this Agreement or any rights or obligations therein in whole or in part, upon prior written notice to the Bidder.

## **20. Monitoring and Evaluation**

The service delivery and performance of the Bidder will be monitored and evaluated by Sentech at all relevant times. In the event that the Bidder defaults in any manner or form, Sentech reserves the right to blacklist the Bidder on the National Treasury Database of Prohibited Suppliers and Tender Defaulters, and to take such further steps as may be warranted in the circumstances which steps shall be determined at Sentech's sole and exclusive discretion.

## **21. Protection of Personal Information Act No. 4 of 2013 ("POPI")**

Sentech is POPI compliant and the Bidder will ensure that it conducts itself within the prescripts of the prescribed legislation.

Should Sentech need to collect Personal Information by law or in consideration of the Tender, and the Bidder fail to provide the Personal Information when requested, Sentech may refuse to accept the relevant services from the Bidder, and the Bidder will be notified in this event.

By agreeing to the terms of this Agreement, the Bidder voluntarily authorizes Sentech to process its' personal information (including its' name, credit card & banking details, physical address, telephone numbers, reference letters & any other information it has provided to Sentech) for purposes of Tendering and contracting.

The Bidder consents to the transfer of such personal information to third parties.

This consent is effective immediately and will endure until the relationship between the Bidder and Sentech has been terminated.

The Bidder indemnifies and holds Sentech harmless against any loss, whether direct or indirect, arising out of the failure to process any of its' personal data in accordance with applicable laws.

## **22. Delay damages**

Delivery will be measured against the Project Plan on a weekly basis. If any deviation from the submitted Project Plan is not rectified within 5 (five) working days, Sentech reserves the right to cancel the appointment of the Bidder and reallocate work to other Bidders. All incomplete deliverables at the time of cancellation will not be compensated.

Furthermore, in the event that the Bidder fails to meet any deliverable within any timeframe specified in the Project Plan, for any reason whatsoever, the Bidder shall be liable to pay Sentech a penalty of 20% (twenty percent) per week, per site of the accepted quoted amount.



**Sentech's Representative is**

Name: Mr. Zunaid Adams

Address: **SENTECH SOC LIMITED,**

Sender Technology Park  
Octave Road,  
Radiokop, Honeydew  
Johannesburg

Tel No. 0114714400

Sentech's Representative is the Executive: Legal and Regulatory.

## **Contract Data**

### **Part two - Data provided by the Bidder**

#### **Statements given in all contracts**

**The Bidder is:**

Name \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

a company / close corporation / partnership duly incorporated in accordance with the laws of the Republic of South Africa.



## **PART C2: PRICING DATA**

Bidders are required to complete in full the pricing tables provided under Annexure B:

- a. Base Station Pricing
- b. CPE Pricing
- c. NMS Pricing
- d. Training Pricing

## **PART C3: SCOPE OF WORK**

### **SENTECH'S GOODS INFORMATION**

#### **1. TECHNICAL REQUIREMENTS**

##### **1.1. Glossary of Terms**

Abbreviations	Descriptions

#### **2. INTRODUCTION**

Sentech requires the services from Service Providers in respect of, *inter alia*, to assist with supply, planning, installation, and commissioning of a Point to Multipoint network for Sentech.

The completed network would consist of a point to multipoint network that would provide access for Wi-Fi hotspots.

#### **3. SCOPE OF WORK**

##### **3.1. The planning and deployment of a Point to multipoint network in the 5/ 6 GHz unlicensed band.**

**This includes:**

- 3.1.1. Complete detailed plan of the entire network as required. (See attached equipment specifications point 7.3 to adhere to)
- 3.1.2. Bill of materials to complete the entire network.
- 3.1.3. Provide a resource plan, this must include planning- and deployment resources to complete network deployment within 10 weeks from appointment.

##### **3.2. The Bill of Materials Should include the following:**

- 3.2.1. All Base stations
- 3.2.2. All CPE's
- 3.2.3. All Cabling
- 3.2.4. All Installation Materials required.
  - All exposed cabling must be in trunking/ conduit.
  - All brackets must be earthed to an earth spike or building earthing point.
  - Only chemical anchors accepted for bracket mounting.
  - AC Multiplug with surge protection must be supplied.
- 3.2.5. CPE's must be mounted in a 9U 19" wall mounted cabinet with fans.
- 3.2.6. Bracket and pole specifications
- 3.2.7. Resource requirements
- 3.2.8. Power consumption of equipment

**(Provide costing in Annexure B)**

##### **3.3. Network (Deployment, Equipment, etc.) Costing must be based on:**

- 3.3.1. Equipment Pricing
- 3.3.2. Installation Pricing
- 3.3.3. Transport Costs (Courier costs, Delivery costs, Travelling)
- 3.3.4. Installation Material Costs

**(Provide costing in Annexure B)**

#### **3.4. SMME Contracting (CPE Installations):**

- 3.4.1. Provide proof that SMME's were contracted as required.
- 3.4.2. All SMME contracting must be done from the Supplied SMME list as supplied by Sentech. (Annexure A), SMME's must be based in the province of installation.
- 3.4.3. Training of SMME's must be conducted so that they are able to support the network if so required.

#### **3.5. The bidder will be responsible for:**

- 3.5.1. Complete design, documentation, and deployment of the network.
- 3.5.2. Weekly updates of the project plan
- 3.5.3. Daily updates of installed and commissioned sites and challenges.
- 3.5.4. Handover documentation must be sent to Sentech within a week of the completion of sites per site.
- 3.5.5. All tests as required by the RFP, and specifications as set out.

#### **3.6. The Network must be planned and deployed in the following areas:**

##### **Base Stations and Customer premises equipment:**

Province	BS Site	Latitude	Longitude	Antenna Height	Number of sectors	Number of CPEs	Inverter required
WC	TYGERBERG	-33.87527778	18.59555556	50	4	28	No
	PAARL	-33.71416667	18.93972222	50	2	14	No
	BBI PoP Site (Worcester)	-33.38189	19.26342	15	2	14	Yes
	RIVERSDALE	-34.01888889	21.1275	50	2	14	No
	GEORGE	-33.92722222	22.45083333	50	2	14	No
	BEAUFORT WEST	-32.25833333	22.50638889	50	3	21	No
EC	BBI PoP Site (Cookhouse)	-32.44337	25.48261	15	2	14	Yes
	BBI PoP Site (Alicedale)	-33.18518	26.04295	15	2	14	Yes
	BBI PoP Site (Cradock)	-32.10222	25.36401	15	2	14	Yes
	UMTATA	-31.59666667	28.74333333	50	4	28	No
	SAC 1B Site (Telkom Qunu)	-31.78391	28.61649	30	4	28	No
KZN	DURBAN NORTH	-29.76444444	31.04	40	4	28	No
	PIETERMARITZBURG	-29.57972222	30.33027778	50	4	28	No
	BBI Pop Site (ULUNDI)	-28.45	31.39388889	50	4	28	No

MP	VOLKSRUST	-27.30916667	29.8875	50	2	14	No
	BBI PoP Site (Middelburg)	-25.4623	29.28128	15	4	28	Yes
	BBI PoP Site (Eskomark {Witbank})	-25.887777	29.21777	15	4	28	Yes
	BBI PoP Site (Belfast)	-25.42284	30.03201	15	2	14	Yes
LP	BBI PoP Site (Hoedspruit)	-24.210834	30.57238	15	3	21	Yes
	BBI PoP Site (Gravelotte)	-23.95725	30.614278	15	2	14	Yes
	LOUIS TRICHARDT	-23.00055556	29.75722222	50	3	21	No
	BBI PoP Site (Musina)	-22.2039	30.0225	15	4	28	Yes
	BBI PoP Site (Makopane)	-24.11413	29.01038	15	2	14	Yes
	BBI PoP Site (Bela Bela)	-24.53058	28.18017	15	4	28	Yes
GP	BBI PoP Site (Rayton)	-25.74238	28.53177	15	3	21	Yes
	Pretoria North	-25.742389	28.531778	15	4	28	Yes
	HEIDELBERG	-26.48861111	28.34666667	30	3	21	No
	BBI PoP Site (Oberholzer)	-26.20338	27.23413	15	3	21	Yes
NW	BBI PoP Site (Potchefstroom)	-26.71188	27.08544	15	4	28	Yes
	BBI PoP Site (Bloemhof)	-27.38324	25.36026	15	3	21	Yes
	BBI PoP Site (Lichtenburg)	-26.141	26.17225	15	2	14	Yes
	BBI PoP Site (Mafikeng)	-25.51495	25.3822	15	4	28	Yes
	BBI PoP Site (Ramatlaba)	-25.390342	25.343359	15	3	21	Yes
FS	SPRINGFONTEIN	-30.27055556	25.76888889	50	2	14	No
NC	BBI PoP Site (Warrenton)	-28.07004	24.51559	15	3	21	Yes
	BBI PoP Site (Kimberley)	-28.4412	24.46079	15	4	28	Yes
	BBI PoP Site (De Aar)	-30.39037	24.00478	15	4	28	Yes
	BBI PoP Site (Noupoort)	-31.1051	24.57018	15	4	28	Yes
	BBI PoP Site (Sutherland)	-32.395944	20.66808	15	2	14	Yes
	BBI PoP Site (Upington)	-28.27171	21.14197	15	4	28	Yes

**CPE's to be installed:**

The bidder must supply costs to supply and install CPEs in the coverage areas as covered by the above base stations. Co-ordinates will be supplied on order of these installations.

### **3.7. Annexures**

- 3.7.1. Annexure A: Sentech SMME list
- 3.7.2. Annexure B: Pricing Templates to be used.
  - a. Base Station Pricing
  - b. CPE Pricing
  - c. NMS Pricing
  - d. Training Pricing

### **3.8. Specifications**

#### **3.8.1. Base station planning: Base stations must be planned to utilize the following specifications:**

- 3.8.1.1. Minimum 90 Degree Sectors
- 3.8.1.2. Minimum 64 users (CPE's) per sector.
- 3.8.1.3. Minimum 700 Mbps per sector (Supply maximum upload and download ratio)
- 3.8.1.4. 15 km coverage area at 50 Mbps full duplex (50:50), take note, subscribers must be able to successfully connect at the required speed.
- 3.8.1.5. Network to be able to support both CIR / MIR and BE
- 3.8.1.6. Support VLAN's
- 3.8.1.7. Support Layer-2 and Metro Ethernet
- 3.8.1.8. Support QinQ (Trunk Ports)
- 3.8.1.9. NMS design inclusive of capacities required.
- 3.8.1.10. Base station to support asymmetric traffic configurations if required.

#### **3.8.2. Customer Premises Equipment:**

- 3.8.2.1. The CPE's needs to be able to scale between 50 and 200 Mbps.
- 3.8.2.2. Network to be able to support both CIR / MIR and BE
- 3.8.2.3. Support VLAN's
- 3.8.2.4. Support Layer-2 and Metro Ethernet
- 3.8.2.5. Support QinQ (Trunk Ports)
- 3.8.2.6. NMS design inclusive of capacities required.
- 3.8.2.7. Base station to support asymmetric traffic configurations if required.