

CONTRACT DATA

A contract between

SENTECH, Sender Technology Park, Radiokop, Octave Road, Honeydew, and

Appointment of Service Provider for supply and delivery of GPS Clocks and related components for a period of three (3) years.

Bid Number: SENT/011/2022-23

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PART C1: AGREEMENTS AND CONTRACT DATA –

Form of Offer and Acceptance

Sentech, identified in the acceptance signature block, has solicited offers to enter into a contract for the appointment of service provider for supply and delivery of GPS Clocks and related components for a period of three (03) years.

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. **Warranty**
The warranty period is 12 months after Delivery.
8. **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.
9. **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.

10. 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.

11. 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.

12. Liabilities indemnities and insurance

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

13. 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.

14. Termination

Sentech shall have the right, at its sole and exclusive discretion, upon written notice to the Bidder, to terminate this Agreement 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.

15. Contract Term

This contract will run for a period of **thirty six (36) months**.

16. 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.

17. 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.

18. 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.

19. 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 and 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.

20. Delay damages

As stipulated in the Special Conditions of Contract.

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

Price List

Tender Prices

- No change in the submitted tender prices shall be countenanced after receipt of Tender reply and before award of a Contract.
- In the case of equipment supplier from outside the Republic of South Africa, prices must be quoted in the currency of the country of origin of the bidder. Prices must be based on a delivered, duty paid cost (VAT, Ad Valorem, insurance etc.) for delivery to Sentech in Honeydew, Gauteng, South Africa. Sentech will apply the prevailing exchange rate to convert the price to Rand at the time of tender closure for evaluation in order to deduce all price offers to a comparative price.
- In the case of equipment supplied in the Republic of South Africa, prices are to be quoted in Rand, VAT excluded, based on delivery to Sentech at Radiokop, Honeydew, South Africa. A South African bidder that offers an international product must indicate clearly what exchange rate was used to calculate the price in ZAR.
- In the case of equipment partially supplied in the Republic of South Africa and partially elsewhere, the total price must be broken up into its relevant proportions and quoted as above.
- All alternate offers must be indicated after the compulsory pricing
- All items should have a corresponding price as per Bill of Material.
- Pricing must be firm and guaranteed for 12 months from award of tender and pricing for support must be guaranteed from date of commissioning.
- The Pricing description must indicate size, capacity, number of ports available and description of equipment.
- The contract is not limited to the devices listed in Part C2: Pricing Data, under Price List- Compulsory (which was used for evaluative purposes only) but includes any devices from the same OEM listed under Price List- Additional.
- List and price every standard product & power level and provide model numbers for analogue and digital versions where applicable. If the same product can be used for both analogue and digital, indicate relevant analogue and digital power levels achievable.
- A comprehensive list must also be provided detailing the Tenderer's supply record of all equipment offered in this Tender. This must include contact details so that Sentech may contact users of such equipment to assess their experience with the equipment.
- Pricing will be based on the figure 1 below.
- Exchange Rates to be used in the Pricing Table should be the exchange rate at the date of closure of the bid.

1 US Dollar (\$)	-	ZAR
1 Euro (€)	-	ZAR

GPS CLOCKS WITH ANTENNA						
Column A	Column B	Column C	Column D	Column E	Column F	Column G
Description	UNIT PRICE FOR 1 TO 5 UNITS	UNIT PRICE FOR 6 TO 10 UNITS	UNIT PRICE FOR 11 TO 20 UNITS	Delivery Time ARO	DELIVERY RATE (Units/Month)	Model
GPS Clocks with antenna	R	R	R			
Estimated Transportation cost, DDP Johannesburg. Per GPS Clock Unit	R	R	R			

UNIT PRICE FOR 1 TO 5 UNITS WILL BE USED FOR EVALUATION PURPOSES

1. Recommended Spares, Support and Maintenance:

2.1. The bidders are to provide a list of recommended spares to limit down time.

A separate pricing list must be provided for the list of recommended spares. This price list must not to be included in the price list for compulsory equipment and services.

Recommended Spares					
Product	Model Name	Description	Comments	Unit Price \$ / €	Unit Price ZAR
Total Cost (ZAR)					

2.2. Complete system support maintenance costs for a period of three (03) years.

A separate pricing list must be provided for Support and Maintenance. This price list must not to be included in the price list for compulsory equipment and services.

Support & Maintenance					
Product	Model Name	Description	Comments	Unit Price \$ / €	Unit Price ZAR
Total Cost (ZAR)					

PART C3: SCOPE OF WORK SENTECH'S GOODS INFORMATION

- Supply and delivery of GPS clocks to achieve D2D migration and SFN adaptation to Sentech on an as and when required basis in the period of 3 years.
- Every GPS supplied and delivered must have a dual redundant GPS receiver configuration with redundant configuration.
- Each unit to be supplied with a single active antenna with compatible splitter and lightning protection kit, including inline surge arrestors and mounting hardware as illustrated in annexure A (GPS Design)

1. TECHNICAL REQUIREMENTS

1.1. Glossary of Terms

Abbreviations	Descriptions
DTT	Digital Terrestrial Television
GPS	Global Position System
SFN	Single Frequency Network
D2D	Digital to Digital
DVBT-T2	Digital Video Broadcast – Terrestrial second generation
FM	Frequency Modulation
SNMP	Simple Network Management Protocol
DAB+	Digital Audio Broadcasting 2 nd Generation
NTP	

2. Introduction

Sentech LTD SOC. is a state-owned commercial enterprise and is the largest broadcasting signal distributor in Africa. Sentech is a licensed Electronic Communications Network Service Provider in South Africa. Sentech owns and operates inter alia, a number of national terrestrial television and FM radio transmitter networks and is also involved in trailing the digital radio (DAB+) technology.

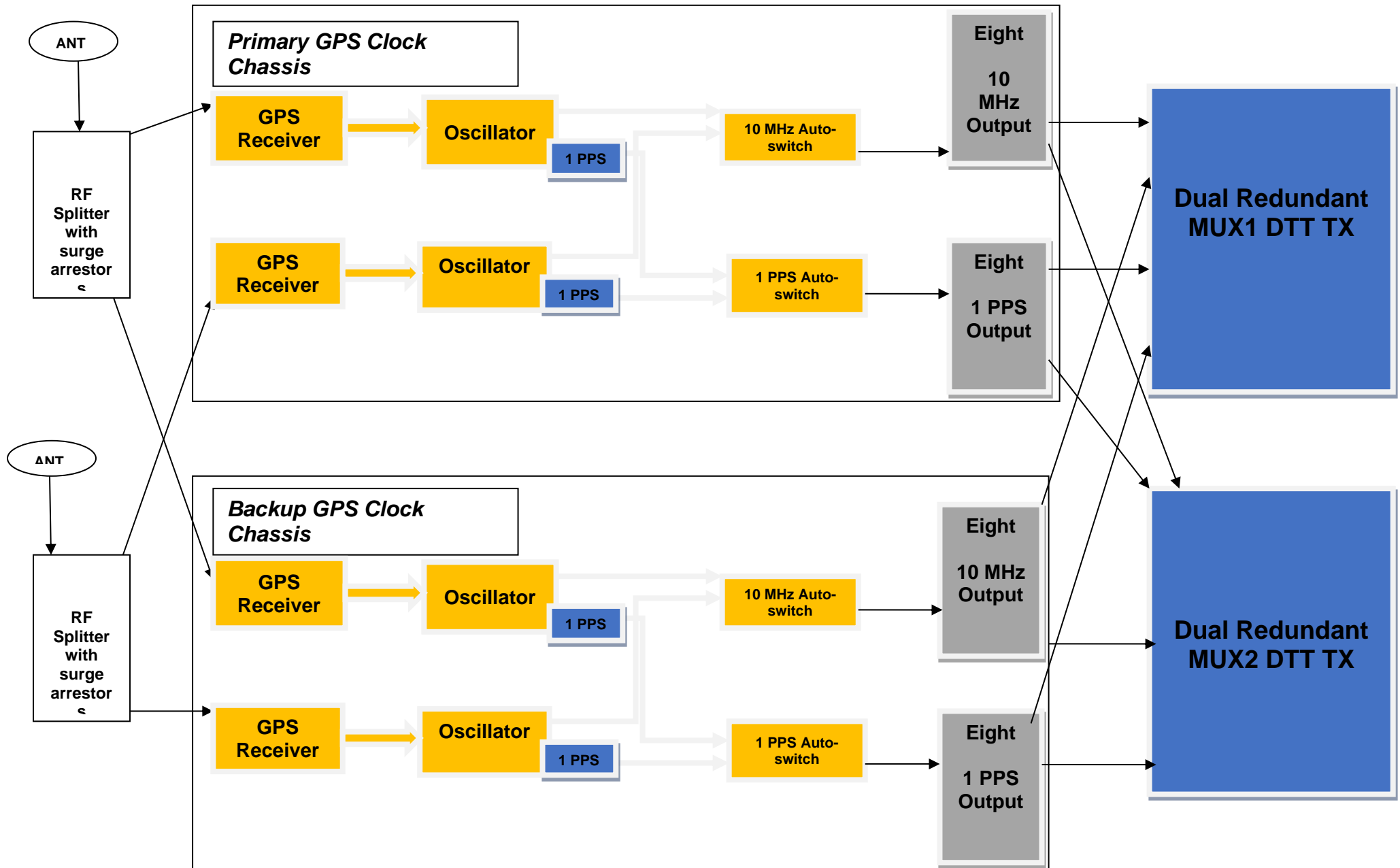
Sentech is currently migrating to D2D DVB-T2 digital network platform. To this end Sentech requires the service the provider for supply and delivery of GPS Clocks for a term contract of three years to supply and deliver good on an as and when required basis.

3. Requirements

Below are required minimum specifications:

1. Dual redundant GPS receiver configuration with automatic switchover as illustrated in annexure A (GPS Design), complete with power supply in redundant configuration.
2. Each unit to be supplied with a single active antenna with compatible splitter and lightning protection kit, including inline surge arrestors and mounting hardware as illustrated in annexure A (GPS Design).
3. Receiver must be capable of tracking 12 parallel channels.
4. Receiver to be equipped with TCP/IP management port with SNMPv2 support.
5. Equipment must be controlled through web interface.
6. Power Supply: 230V 50Hz AC +/- 10%.
7. Operating Temperature shall be in the range between 0°C to +40°C or wider.
8. Operating Humidity: 90% non-condensing or more
9. Output Signal: 10 MHz sine wave $\geq -5\text{dBm}$ and $\leq +20\text{dBm}$ level
10. No of Frequency Reference Outputs: $\geq 8 \times \text{BNC } 50 \Omega$ as illustrated in annexure A (GPS Design).
11. Stability: 1×10^{-11} daily average or better
12. Frequency Accuracy: 1×10^{-11} or better
13. Holdover Drift: 1×10^{-9} /day. or better.
14. Phase Noise @ 100Hz: -135dBc/Hz or better.
15. 1 PPS Output Signal: square wave. TTL
16. No of Timing Reference Outputs: $\geq 8 \times \text{BNC } 50 \Omega$, as illustrated in annexure A (GPS Design).
17. Timing Accuracy: 100ns peak or better
18. Holdover Drift: $\pm 10\mu\text{s}$ (2 hour without GPS).
19. Equipment Dimensions: 1RU (19"rack).
20. Receiver must have GPS referenced NTP server available on the management port.

Annexure A - GPS Clock Design



3.1. Information to Bidders