

SENTECH (PTY) LTD

CIVIL, MECHANICAL AND ELECTRICAL ENGINEERING

CMEE REFERENCE: - EAST LONDON/FUELTANK CONNECTION AND PUMP/TS10/2023

CONNECT 9000L HORIZONTAL FUEL TANK (SUPPLIED BY SENTECH) ON TANK STAND AT OUR EAST LONDON TRANSMITTER STATION

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DOCUMENT A : QUOTATION CONDITIONS

1. SUBMISSION PROCEDURE

Quotations are to be made out on the quotation form attached hereto which must be completed and signed together with the other attached forms to be completed by the Quoter and the entire document, priced and completed in all respects, must be enclosed in a sealed envelope endorsed on the outside with the Quotation No.

2. ACCEPTANCE AT SENTECH'S DISCRETION

Sentech does not undertake to accept the lowest or any quotation nor to give any reason for the rejection of a quotation, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Quoter in the preparation and delivery of this quotation.

3. VALIDITY OF QUOTATIONS

Quotations are to be valid for a period of sixty (60) days after the closing date for receipt of quotations.

4. QUOTATION DISQUALIFICATION / CONTRACT CANCELLATION

If the Quoter or any person acting on his behalf should approach a representative of Sentech or any other person with the intention of influencing the award of the Contract in the Quoter's favour, Sentech, having satisfied itself of the above, may reject the quotation or cancel a concluded Contract.

Sentech reserves the right at its discretion to disqualify the quotation of any Quoter who has not conformed with these Quotation Conditions.

5. ALL-INCLUSIVE QUOTATION

The Quoter shall allow in his Quotation Price for all site establishments, overhead costs, labor, materials, transport costs, constructional plant, VAT, and everything else required to execute the Contract Works in accordance with the quotation document i.e. the Quoter shall submit an all-inclusive quotation.

6. METHOD OF QUOTING

The Quoter shall base his quotation on the Scope of Works, Technical Specifications and/or Drawings supplied and on information gathered on site at the quoters compulsory site inspection.

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DOCUMENT B: GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

- 1.1 "Contract" means the fully completed and signed Form of Agreement included in this document accepted by Sentech in writing. This quotation accepted by Sentech in writing constitutes a binding Contract between Sentech and the Quoter and shall be deemed for all purposes to be the Contract Agreement.
- 1.2 "Sentech" or "Employer" means Sentech.
- 1.3 "Quoter" means the person or persons, partnership, firm or company who/which submits a bone fide quotation for the works specified in the Contract.
- 1.4 "Contract Works" means all the work contracted to be done by the Contractor in terms of the Contract.
- 1.5 "Contractor" means the Quoter whose quotation for the Contract Works has been accepted by Sentech and includes the Contractor's legal representative, successors and assigns.
- 1.6 "Quotation Price" means the amount stated in the Form of Agreement for which the Quoter offers to complete and maintain the Contract Works.
- 1.7 "Letter of Acceptance" means the written advice from Sentech to the successful Quoter advising him that his quotation had been accepted and stating the Contract Price for which his quotation had been accepted.
- 1.8 "Site" means the road or ground or any other place on which or over which the Contract Works are to be executed and shall include any off-loading, storage and/or stacking sites.
- 1.9 "Specification" means the technical specification included in the Contract.
- 1.10 "Drawings" means and includes all working drawings and/or sketches relative to the Contract that may from time to time be issued by Sentech to the Contractor.
- 1.11 "Practical Completion" means the date stipulated in the Contract for completion of the Contract Works on which a list or remedial items will be compiled for completion by the Contractor within an agreed specified period.
- 1.12 "Final Completion" means the date on which the list of remedial items compiled at Practical Completion has been completed to the satisfaction of Sentech.

2.0 PROGRAM

The Contractor is required to submit a Contract Works program to Sentech within two (2) days of receiving the Letter of Acceptance from Sentech, detailing the following information :-

- a) Commencement date of the Contract Works
- b) Practical Completion and Final Completion dates of the Contract Works

2.0 MONTHLY PAYMENTS

Sentech Finance Department will effect payment to the Contractor according to terms stipulated on the invoice submitted in the absence of which payment will be made within thirty days of receiving a tax invoice from the Contractor.

3.0 RESPONSIBILITY FOR CONTRACT WORKS

The Contractor shall be responsible for the proper protection of the Contract Works and shall make good all losses, damage or injuries thereto, howsoever caused, and shall re-instate the Contract Works in all respects at his own expense up to the time of Final Completion of the Contract Works.

5.0 INJURY OR DAMAGE TO PERSONS OR PROPERTY

- 5.1 The Contractor shall take all precautions necessary for the protection of life and property on or about or in connection with the Contract Works as well as anywhere upon Sentech's property until the Final Completion of the Contract Works and the Contractor shall hand over the Contract Works in a safe condition.

The Contractor shall be deemed to have indemnified Sentech as he hereby does indemnify it against injury or damage to any person or to any property of Sentech or of others occurring prior to the Final Completion of the Contract Works, or occurring owing to the Contract Works being handed over in an unsafe condition. The Contractor further indemnifies Sentech against all actions, suits, demands costs or expenses arising in connection with such injury or damage referred to above, either at common law or under the, or any amendment thereto.

- 5.2 The Contractor shall report any and every accident occurring on the site within twenty-four hours of its occurrence and shall furnish Sentech with a written report if required.
- 5.3 The Contractor shall at all times supervise and exercise control over all his employees and shall be held responsible for any damage caused by his employees to private or public property.

6.0 NOTICES TO THE CONTRACTOR

All instructions, directions and notices from Sentech to the Contractor and vice versa concerning the Contract, as the case may be, shall be conveyed in writing by fax or by hand to the Contractor.

7.0 ORAL AGREEMENTS

No oral instruction, objection, claim or notice by any party to others shall affect or modify any of the terms, conditions and obligations contained in the Contract document, and none of the specifications of the Contract document shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof by Sentech in writing.

8.0 CONTRACT WORKS AREA

The Contractor shall confine his activities to the Contract Works site, his campsite and access route to these sites. Furthermore, the location of his campsite, including the housing of temporary structures and materials and equipment storage area, must be approved of by Sentech's area representative.

9.0 UTILITIES TO BE PROVIDED BY THE CONTRACTOR / SENTECH

It is the responsibility of the Contractor, for the duration of the Contract Works, to make provision for the following temporary utilities on site, to remove such facilities and to make good the site/s on which the temporary utilities were erected.

- a) Electricity draw-off points required for execution of the Contract Works, will be supplied by the Contractor.
- b) Portable water required for execution of the Contract will be supplied by the Contractor.
- c) All temporary latrines must be supplied by the Contractor.
- d) No accommodation nor site telephone nor any other form of communication is available on site. Contractor to provide for these facilities.

10.0 PREVENTION OF FIRES

- 10.1 No fires shall be made on Sentech property.
 - 10.2 No welding operations shall be carried out inside Sentech transmitter buildings without the express permission of Sentech's local representative, in writing.
 - 10.3 All gates on access roads to Sentech transmitter buildings shall be kept closed at all times. The contractor shall be held liable for damage, loss or injury to persons or property, resulting from non-compliance with this requirement.
- 11.0 All work executed on site in terms of this contract shall, over and above compliance with the OSH Act, comply with all relevant SABS Standards and be done in accordance with accepted good engineering practice.

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DOCUMENT C : FORMS TO BE COMPLETED BY QUOTER

<u>INDEX TO DOCUMENT C:</u>	<u>PAGE</u>
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FORM 2 : CERTIFICATE OF QUOTER'S SITE VISIT	8
FORM 3 : CERTIFICATE OF NON-COLLUSIVE TENDER	9
FORM 4 : OCCUPATIONAL HEALTH AND SAFETY CLAUSE	10
 <u>NOTE</u> :	
(1) THESE FORMS MUST BE COMPLETED USING BLACK INK.	
(2) FAILURE BY THE QUOTER TO COMPLETE AND SIGN ALL FORM NUMBERS 1-4 INCLUSIVE MAY CAUSE HIS QUOTATION TO BE REJECTED.	

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LONDON TRANSMITTER STATION

1.0 CERTIFICATE OF AUTHORITY FOR SIGNATORY/SIGNATORIES

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated. An example is shown below:

“ By resolution of the Board of Directors at a meeting on2023.....

at

Mr.

whose signature appears below, has been duly authorized to sign all documents in connection with this

quotation and **CMEE REFERENCE: EAST LONDON/FUELTANK CONNECTION AND PUMP/TS10/2023** on
behalf of (block capitals)

.....

SIGNED ON BEHALF OF COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY/SIGNATORIES:

.....

.....

WITNESSES: 1.

2.

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2.0 : CERTIFICATE OF QUOTER'S SITE VISIT.

2.1 This is to certify that I,

Representative of (Quoter)

.....

Of (address)

.....

.....

Telephone no:

Visited and carefully examined the Site on (date).....

In the company of Sentech representative/s.....

.....

Having previously studied the contract documents.

2.2 I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by Sentech's representative and that I fully understand the work to be done, as specified and implied, in the execution of this contract.

SIGNED ON BEHALF OF QUOTER:

SIGNED ON BEHALF OF THE EMPLOYER:

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3.0 : CERTIFICATE OF NON-COLLUSIVE QUOTATION

=====

I/We certify that this is a bona fide quotation.

I/We also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the quotation closing hour and date.

- a) Fixed or adjusted the quotation price by, or under, or in accordance with any agreement or arrangement with any other person;
- b) communicated to a person other than the person calling for these quotations, the quotation price or approximate quotation price, except where the confidential disclosure of the approximate quotation price was necessary to obtain insurance premium quotations required for the preparation of the quotation;
- c) caused or induces any other person to communicate to me/us the quotation price or approximate quotation price of any rival Quoter on this contract;
- d) entered into any agreement or arrangement with any other person to the effect that he will refrain from quoting for this contract, or as to the quotation price to be submitted or the condition on which a quotation is submitted nor caused or induced any other person to quotation into any such agreement or arrangement;
- e) offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any quotation of proposed quotation for this contract, any act or thing of the sort described above.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF QUOTER

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OCCUPATIONAL HEALTH AND SAFETY ACT CLAUSE

1. PREAMBLE

A. WHEREAS Sentech required the execution of the following:

CONNECT 9000L HORIZONTAL FUEL TANK (SUPPLIED BY SENTECH) ON TANK STAND AT OUR EAST LONDON TRANSMITTER STATION

("The work")

B. AND WHEREAS the contractor undertakes to carry out the work;

C. AND WHEREAS Sentech and the contractor have agreed to regulate the arrangements and procedures relating to occupational health and safety in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 ("the Act"), and the regulations thereto and wish to record their agreement in writing –

2. HEALTH AND SAFETY

- 2.1 The contractor undertakes to ensure that he and/or his respective employees, will at all times comply with the requirements of the Act and the Regulations thereto.
- 2.2 The contractor undertakes to acquaint all his employees with all relevant provisions of the Act and the Regulations thereto.
- 2.3 The contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolve Sentech from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions relating to the work.
- 2.4 The contractor shall assume the responsibility in terms of Section 16(1) of the Act. If the contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to Sentech.
- 2.5 The contractor shall appoint competent employees who shall be trained on any occupational health and safety aspect pertinent to them or to the work that is to be performed.
- 2.6 The contractor undertakes to ensure that safe work practices shall be enforced and all employees of the contractor shall be made conversant with the content of these practices.
- 2.7 No unsafe equipment, machinery and/or articles shall be used on Sentech's premises

3. **GENERAL**

The contractor shall comply with and carry out the following requirements:

- 3.1 Discipline regarding occupational health and safety shall be strictly enforced.
- 3.2 Personal protective equipment shall be issued as required and worn by employee's at all material times.
- 3.3 The contractor shall advise Sentech of any hazardous or potentially hazardous situation that may arise from the work being performed by him.
- 3.4 The contractor agrees that any duly authorized officials of Sentech shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the contractor has complied with his undertakings as set out more fully in clause 2 above, which steps may include, but will not be limited to, the right to inspect the site or premises occupied by the contractor, or to inspect any appropriate records held by the contractor.
- 3.5 The contractor shall be obliged to report forthwith to Sentech any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and the Regulations, pursuant to the work being performed, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- 3.6 Sentech hereby obtains an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Act into any incident/accident involving the contractor and/or his employees.
- 3.7 All work performed on Sentech's premises must be performed under the supervision of the contractor's supervisory staff who are trained to understand hazards associated with the work being performed on the premises.

4. **WARRANTIES AND INDEMNITY**

- 4.1 The contractor warrants that all his employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993, which cover shall remain in force whilst any such employees are in his employ or for the duration of this agreement, whichever period is the longest.
- 4.2 The contractor warrants that he is in possession of the following insurance cover, which shall remain in force whilst he and/or his employees are present on Sentech's premises, or which shall remain in force for the duration of his contractual relationship with Sentech, whichever period is the longest:
 - 4.2.1 Public liability insurance cover;
 - 4.2.2 Any other insurance cover that will adequately make provision for any possible losses and/or claims arising out of the contractor's and/or his employees acts and/or omissions.
- 4.3 The contractor shall indemnify Sentech and keep it indemnified whilst he and/or his employees are present on Sentech's premises, or for the duration of his contractual relationship with Sentech, whichever period is the longest, against all losses and claims for injuries or damage, howsoever caused, to any person or property whatsoever, which may arise out of or in connection with the work being performed on any of Sentech's premises.
- 4.4 The Contractor shall indemnify Sentech and hold it harmless whilst the Contractor/its employees are in possession of or utilizing a vehicle/vehicles belonging to Sentech. The

contractor and/its employees liability under this indemnity will be of force and effect for the duration of the contractor's contractual relationship with Sentech. The contractor shall indemnify Sentech and hold it harmless against all losses, claims for injuries or damage, which the contractor or its employees may sustain as a result of or in connection with the use of or possession of Sentech's vehicle/vehicles.

5. INTEGRATION WITH MAIN AGREEMENT

This agreement forms an integral part of the main agreement entered into by the parties under. **CME REFERENCE: EAST LONDON/FUELTANK CONNECTION AND PUMP/TS10/2023** and if not complied with by the contractor, may be construed as a material breach of the main agreement.

THUS DONE AND SIGNED at _____ **on this** _____
day of _____ **2023.**

for and on behalf of SENTECH (PTY) LTD
(he being duly authorized thereto)

AS WITNESSES :

1. _____

2. _____

THUS DONE AND SIGNED at _____ **on this** _____
day of _____ **2023.**

for and on behalf of the contractor
(he being duly authorized thereto)

AS WITNESSES :

1. _____

2. _____

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DOCUMENT D: SCOPE OF WORKS

The scope of this project is for the Connection and commissioning of a 9000l horizontal bulk fuel tank with Replacement fuel lines at East London Transmitter Site. Day Tanks to be cleaned and Re painted, Current Fuel lines From 9000l Tank to Day Tanks and From Day tanks to STG needs to be replaced. New Fuel Pump and Shut off valve to be installed operated by The DSE Controller. New Fuel Probe for the Pump operation also required.

Background

STG Fuel Tank to be connected at Sentech Transmitter site

STG Bulk Fuel tank installation

1. All work to comply as per Specification and requirements as below.
2. Earthing to comply with Sentech earthing specification.
3. **No services to be cut without prior notification and permission.**
4. **Contractor to Supply a complete safety file to Sentech before the Commencement of work.**
5. Day Tanks needs to be Cleaned and re painted on site.
6. Contractor to supply an all-inclusive quotation for Transport, rigging, installation, test and commissioning of the Bulk Fuel tank.
7. Contractor to include a R 15 000,00 contingency for additional work (if required) to be done on site.

INSTALLATION

A. Specifications and requirements

Bulk Fuel Tank Installation to comply in accordance to the following SABS standards:-

- SANS 10131 – 2004 The storage and handling of liquid fuel above ground installations
- SANS 1535 – Tank Manufacturing Specifications
- ISO 9001:2000 - QUALITY MANAGEMENT SYSTEMS in respect of Manufacturing of composite bonded underground steel storage, aboveground tanks and trailers for storage of oil and chemicals, including general Engineering.
- Supply and fit Rochester Fuel Gauge(or equal approved) to Bulk Tank as a standard measurement.

TANK DESPOSAL

- **Old Tank To be disposed of According to regulation and A Disposal Certificate to be provided that the Unit has been disposed of As per Regulation.**

B. Station requirements

East London

- Supply and fit Racor type fuel (or equal approved) water separator filter in supply line at tank to with Isolating Valves.
- Supply and fit pipe to housed level sensor for fuel probe To 9000l tank. (No Probe required)
- Supply and fit pipe to housed level sensor for Pump Control To Daytank output.
- Supply and fit fuel level sensor to tank, to be compatible with DSE 7320(Resistive Output Probe 0-250 ohms) e.g.: (Fozmula Sensor T/LL130) (or equal approved) to day Tank.
- Supply and install new Fuel Pump (To be operated from DSE) to Replenish Day Tanks.
- All electrical and Programming to be included in this quotation.
- Supply and install all new galvanized pipe work (Supply) from Outside tank to Stg Day Tank Room with shutoff valves.(All additional pipe work to be included in Quotation).
- New Fuel lines (Galvanized 1 inch) Supply and Returns to be installed from Day Tanks to STG.
- All pipe work to be 1 inch.
- Terrain open with difficult access – **Very steep gradients. (4x4)**
- Day Tanks to be filled By Pump Controlled via DSE controller (Controller on site to be utilized)
- **Supply new relevant dipstick (in liters) for 9000l Forge weld tank.**
- **Trenching and Back Filling to be included in the quotation.**
- **All pipe work outside to be a minimum of 600mm Deep and Must be enclosed in concrete.**

All of the above to be included in the quotation.

ADDITIONAL

1. Contractor to include own accommodation in quotation as no sleeping on site is permitted.
2. Contractor must work in close corporation with local Sentech staff to minimize down time on transmissions.
3. All work areas to be cleaned up and left in a tidy condition. All waste materials to be suitably disposed of, and not left strewn about site.
4. All waste material to be removed from site.
5. Project Engineer to be given suitable advance notice to attend to commissioning prior to contractor leaving site. All snag list work to be carried out before Contractor vacates site.
6. Contractor to supply a tank certificate for newly installed tank.
7. Contractor to issue a schedule of works in order to give required notice and obtain permission to cut transmission services as and when required. No services to be cut without prior notification and permission.

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DOCUMENT E

FORM OF AGREEMENT

Sentech (Pty) Ltd
Sender Technology Park
Radiokop
Honeydew

Sirs,

1. Having examined all the Documents as listed in the Contents to this CMEE REF on Page 2 of this document as well as any addenda subsequently issued, I/we the undersigned submit herewith our Contract Price, based on the scheduled rates submitted, for the execution of the Contract Works in accordance with the provisions of this CMEE REF for the sum of :

.....
..... (R.....).

Priced bill of quantities to be attached.

2. I/We acknowledge that all the certificates and forms included in this document for completion by the Quoter have been fully completed by me/us and form part of my/our quotation.
3. If my/our Quotation Price is accepted by Sentech, this Form of Agreement, together with the Letter of Acceptance from Sentech shall constitute a binding Contract between us and shall be deemed for all purposes to be the Contract Agreement.
4. I/We understand that you are not bound to accept the lowest or any quotation you may receive.
5. I/We choose domicilium et executandi at

.....
.....

In the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF QUOTER:.....

NAME OF SIGNATORY (IN CAPITALS):

DATED THIS DAY OF 2023

ON BEHALF OF :

ADDRESS:

TEL. NO. :

WITNESS 1 :

SIGNATURE:

NAME (IN CAPITALS) :

WITNESS 2:

SIGNATURE:

NAME (IN CAPITALS) :