

CONTRACT DATA

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

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND SUPPORT ALTERNATIVE ETHERNET SWITCHES FOR A PERIOD OF 3 YEARS

.

Bid Number: SENT-012-2023-24

Contents

Part C1: Agreements and contract data

Form of Offer and Acceptance

Contract Data provided by the Sentech

Contract Data provided by the Supplier

Part C2: Pricing Data

Part C3: Scope of Work

Conditions of Contract (available separately)

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 supply and support of alternative ethernet switches for a period of 3 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. 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. 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 will run for a period of 36 months.

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

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

Description	Amount	Unit price	Total
8 Port 10/100/1000 Mbps Layer-2 ethernet switch with 2X 1/10 Gbps uplinks	100		
12 Port 10/100/1000 Mbps Layer-2 ethernet switch with 2X 1/10 Gbps uplinks	50		
24 Port 10/100/1000 Mbps Layer-2 ethernet switch with 2X 1/10 Gbps uplinks	150		
48 Port 10/100/1000 Mbps Layer-2 ethernet switch with 2X 1/10 Gbps uplinks	100		
12 Port 10/100/1000 Mbps Layer-3 ethernet switch with 2X 1/10 (or higher) Gbps uplinks	50		
24 Port 10/100/1000 Mbps Layer-3 ethernet switch with 2X 1/10 (or higher) Gbps uplinks	75		
48 Port 10/100/1000 Mbps Layer-3 ethernet switch with 2X 1/10 (or higher) Gbps uplinks	50		
24 Port SFP based ports Layer-3 ethernet switch with 2-4 SFP based uplinks	25		
Element Management System for:			
- Layer-2 switches	1		
- Layer-3 switches	1		
Training:			
Layer-2/3 switches (6 persons)	1		
Annual 8X5XNBD support for above switches and management systems			
		Sub Total	
		Vat	
		Total (Including vat)	

***Note:** If the bidder does not have switch models with the exact number of ports requested, the bidder is required to provide pricing for alternate models with the closest number of ports to the number requested, as long as the number of ports is higher than the number requested. (Fewer ports will not be considered). The above list is not exhaustive and other ethernet switch models may be requested on an as needed basis.

PART C3: SCOPE OF WORK

SENTECH'S GOODS INFORMATION

XXXXX

1. TECHNICAL REQUIREMENTS

1.1. Glossary of Terms

Abbreviations	Descriptions
AAA	Authentication, Authorization and Accounting
ACL	Access Control List
BFD	Bidirectional Forwarding Detection
BGP	Border Gateway Protocol
CLI	Command Line Interface
CPU	Central Processing Unit
DOS	Denial of Service (attack)
ECMP	Equal-cost Multi-path
EVPN	Ethernet Virtual Private Network
Gbps	Gigabit per second
IEEE	Institute of Electrical and Electronic Engineers
IGMP	Internet Group Management Protocol
IP	Internet Protocol
IPv4	Internet Protocol version 4
IPv6	Internet Protocol version 6
LLDP	Link Layer Discovery Protocol
MAC	Media Access Control
MDI/MDIX	Media-dependent Interface / Media-dependent Interface Crossover
MSTP	Multiple Spanning Tree Protocol
NTP	Network Time Protocol
OEM	Original Equipment Manufacturer
OSPFv2	Open Shortest Path First version 2
OSPFv3	Open Shortest Path First version 3
PIM	Protocol Independent Multicast
POE+	Power over Ethernet Plus
PTP	Precision Time Protocol
RADIUS	Remote Authentication Dial-In User Service
REST API	Representational State Transfer Application Programming Interface
RIPv2	Routing Information Protocol version 2
RIPng	Routing Information Protocol next generation
RSTP	Rapid Spanning Tree Protocol
SaaS	Software as a Service
SFP	Small Form-factor Pluggable
SNMP	Simple Network Management Protocol
SSH	Secure Socket Shell
TACACS+	Terminal Access Controller Access Control Server
Vlan	Virtual Local Area Network
VRF	Virtual Routing Forwarding
VXLAN	Virtual Extensible Local Area Network

2. INTRODUCTION

As part of Sentech's strategy to expand its Broadband business it seeks to expand its ethernet switch suppliers to meet shareholder and customer requirements. Sentech requires a supplier that can provide a range of layer-2 and layer-3 ethernet switches. Although solutions with different vendors will be considered, Sentech will give preference to the simplest solutions with the fewest number of network operating systems. Since NetBrain forms an integral part of Sentech's operations, preference will be given to ethernet switches that is already supported by the system.

Sentech does not guarantee any procurement during the contract period. Sentech will procure equipment or solutions on an as-needed basis during the contract period.

3. REQUIREMENTS

3.1. Special contract requirements

- 3.1.1. Bidders shall be a certified or official partner / agent / reseller of the selected manufacturer/s for the duration of the contract.
- 3.1.2. All equipment (including components) supplied for the duration of the contract will be supported for a minimum period of 5 years from date of purchase.
- 3.1.3. Software security patches shall be available to Sentech for the useful life of the equipment whether Sentech has an active support contract or not.
- 3.1.4. All equipment offered shall be provided with AC power, unless indicated differently.
- 3.1.5. The equipment list provided in PART C2: PRICING DATA is for comparative purposes only. Sentech will acquire equipment or solutions on an as-needed basis during the contract period.
- 3.1.6. Sentech does not guarantee the acquisition of any equipment during the contract period.
- 3.1.7. The supplier shall notify Sentech of request for quotations for equipment with published end-of-sale dates.