

FRAMEWORK AGREEMENT FOR PRE-QUALIFIED SERVICE PROVIDERS FOR THE

**Appointment of Additional Service Providers into the Framework agreement -
Specialising in Standby Generators with Control panels, to provide Hiring,
Transportation, Installation and Commissioning services on an as and
when required basis for a period of three (3) years.**

SENT-003-2023-24

Made and entered into between

SENTECH SOC LIMITED

Registration Number: 1990/001791/30

("Sentech")

and

NAME OF SERVICE PROVIDER

Registration Number: _____

("the Service Provider")

(Jointly referred to as the "Parties")

1 INTERPRETATION

1.1. The headings to the clauses of this Agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation hereof.

1.2. Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

1.2.1. “Agreement” means the terms and condition contained in this agreement and any/all annexures hereto from time to time.

1.2.2. “Commencement Date” means_____

1.2.3. “**Data**” means any data, including personal information as defined in the Protection of Personal Information Act 4 of 2013, including personal information which is stored, encrypted, decrypted, collected, collated, accessed, recovered, retained or processed by the Service Provider on behalf of Sentech, irrespective of media or form.

1.2.4. “**Parties**” means Sentech and the Service Provider, and “party” shall mean either one of the parties or a combination of them as the context may indicate.

1.2.5. “**Service Provider**” means _____, a company, duly registered and incorporated in accordance with the laws of the Republic of South Africa with registration number _____;

1.2.6. “**Sentech**” means Sentech SOC Limited, a company with limited liability duly registered and incorporated in accordance with the laws of the Republic of South Africa, having its registered office at Octave Street, Radiokop, Roodepoort, with Registration Number _____;

1.2.7. “**Services**” means the duties and responsibilities more fully described in clause 5 of this Agreement and in Annexure “A” hereto.

1.2.8. “**Service Fees**” means the fees more fully described in clause 7 below.

1.2.9. “**Signature Date**” means the date of signature of this Agreement by the party signing last in time by a person duly authorized to do so.

1.2.10. **“VAT” means** Value Added Tax as levied in accordance with the Value Added Tax Act 89 of 1991, as amended.

2 INTRODUCTION

2.1 Sentech requires the Services from the Service Provider in respect of, inter alia, to _____ of Sentech, as more fully described in clause 5 below and in Annexure “A” hereto.

2.2 The Service Provider is willing to provide the Services to Sentech based on the terms and conditions contained herein.

2.3 The Parties require that the terms and conditions of their agreement be reduced to writing and signed by them before the same shall be or become binding upon them.

3 APPOINTMENT

3.1 Sentech hereby appoints additional Service Provider/s on Framework Agreement with effect from the Commencement Date to provide the Services and the Service Provider hereby accepts such appointment.

3.2 Sentech does not guarantee any work allocation to the Service Provider appointed on Framework Agreement neither does this appointment commit Sentech to any quantum of work to the Service Provider.

3.3 The Service Provider shall perform those duties and render the Services more fully described in clause 5 below and in Annexure “A” hereto, in a proper, diligent and satisfactory manner and, at all times, having regard to the requirements and directions of Sentech.

3.4 The Service Provider shall devote its time and attention to the affairs of Sentech as necessary to enable it to comply with its contractual obligations hereunder.

4 TERM

4.1 The appointment of the Service Provider shall commence on the Commencement Date and shall endure for a period of **36 months** thereafter.

4.2 Notwithstanding the afore-going, Sentech shall be entitled to terminate the Agreement upon 30 (thirty) days’ written notice to the Service Provider without any liability of any nature whatsoever to the Service Provider.

5 SERVICES

- 5.1 The duties of the Service Provider shall, inter alia, be to _____ as more fully described in Annexure “A” hereto, as and when required.
- 5.2 In performing the Services established for this Framework Agreement, the Service Provider undertakes to:
- 5.2.1 timeously respond to the “Call Off Requests” issued.
 - 5.2.2 attend site inspections when required to do so;
 - 5.2.3 timeously mobilize resources to perform work within a stipulated period.
 - 5.2.4 not collude with other service providers in responding to Sentech’s requirements.
 - 5.2.5 where possible, obtain local labor as shall be determined by the location of the site where the Services shall be rendered.
 - 5.2.6 at all times carry out its duties and obligations in terms of this Agreement in a competent and professional manner.
 - 5.2.7 at all times act with the utmost good faith towards Sentech and to promptly and punctually carry out and perform all its duties and obligations in accordance with the provisions of this Agreement.
 - 5.2.8 adhere to all Sentech’s rules and regulations whilst on the sites.
- 5.3 The Service rendered by the employees of the Service Provider must be rendered under competent supervision provided by the Service Provider.
- 5.4 The Service Provider shall guarantee that the Service shall be rendered and executed in a professional manner in accordance with the job description as provided by Sentech.
- 5.5 The Service Provider shall guarantee that its personnel shall have the expertise to execute their functions properly.
- 5.6 The Service Provider is not entitled to cede any of its rights or delegate any of its obligations under this Agreement without Sentech’s prior written consent.
- 5.7 The Service Provider shall not be entitled to appoint any sub-contractor/s without Sentech’s prior written consent. Notwithstanding the appointment by the Service Provider of any sub-contractor/s, the Service Provider shall remain liable for the fulfillment of all its obligations in terms of this Agreement.

6 RIGHTS OF SENTECH

Sentech reserves the right to:

- 6.1 Go outside the Framework Agreement to source services that cannot be sufficiently fulfilled within this Contract.
- 6.2 Approach other service provider's if there are no responses from the service providers on the on the Framework Agreement.
- 6.3 Remove a service provider from the Framework Agreement if the service provider's performance is unsatisfactory or if the service provider does not respond to Sentech's "Call of Requests";
- 6.4 Refrain from using the under-performing service provider for a period not exceeding twenty (24) months.
- 6.5 List a defaulting service provider on the National Treasury Database of prohibited suppliers.
- 6.6 Regularly update the Framework Agreement through an open tender process.
- 6.7 Negotiate prices received, and
- 6.8 If required, rotate service providers to afford all service providers an opportunity to provide services to Sentech.

7 SENTECH'S DUTIES

- 7.1 Sentech shall make payment to the Service Provider in terms of clause 8 below.

8 SERVICE FEES AND PAYMENT

- 8.1 Prices shall be based on the pricing model described in Annexure A. When Sentech wishes to acquire any of the Goods listed in Annexure A hereto, Sentech shall request the Service Provider via the "Call of Procedure" as described in Annexure A, the quotation will be valid for a period of 30 days from the date of the quotation.
- 8.2 Payment shall be made to the Service Provider into the following Bank account:

Account name:

Bank :

Account number:

Branch code :

- 8.3 Nothing precludes Sentech from withholding payment on any invoice if Sentech, in its sole and absolute discretion, is of the reasonable opinion that the Service Provider has not satisfactorily performed in accordance with its obligations in terms of this Agreement.

9 INDEMNITY

- 9.1 The Service Provider indemnifies and holds Sentech harmless against all liability, damage, obligation, responsibility, cost and expenditure of any nature which may arise out of this Agreement and/ or the use of Sentech's facilities, as well as for any physical damage to the Service Provider's property. Sentech shall not be liable for any damage to the property of the Service Provider which may be caused by its employees, agents, contractors, subcontractors, vehicles and/or activities of Sentech, excluding damage as a result of willful and/or negligent action. However, any such damage shall be reported to Sentech in writing within 48 (forty-eight) hours of having knowledge of such damage.
- 9.2 The Service Provider shall indemnify Sentech and keep Sentech indemnified whilst it and/ or its employees are present on the Sentech's premises, or for the duration of this agreement with Sentech, whichever period is the longest, against all losses and claims for injuries or damage, of any nature and howsoever caused, to any person or property whatsoever, which may arise out of or in connection with the Services being performed by the Service Provider.

10 CONFIDENTIALITY

- 10.1 The Service Provider shall keep confidential and not use directly or indirectly, at any time during or after termination of this Agreement disclose or divulge to any person (save and except insofar as may be required by law):
- 10.1.1 any written instructions, drawings, notes, memoranda, data, discs or records (the "documents") relating to Sentech's business and affairs which are made by the Service Provider, or which come into its possession during the currency of this Agreement. Any such documents shall be deemed to be the property of Sentech and shall be surrendered to Sentech in the event of the termination of this Agreement by Sentech, and the Service Provider will not retain any copies thereof or extracts therefrom.

11 TERMINATION

11.1 Sentech may immediately, and within its sole discretion terminate this Agreement at any time, by providing written notice to the Service Provider if:

11.1.1 it is not satisfied with the quality of any of the Services.

11.1.2 the Service Provider becomes insolvent, or guilty of fraud or dishonesty, willful default, negligence or incompetence.

11.1.3 there is a change in Sentech's strategic direction,

11.1.4 circumstances exist justifying such termination at the sole and absolute discretion of Sentech including due to operational requirements.

12 DOMICILIUM CITANDI ET EXECUTANDI

12.1 The Parties hereto respectively choose *domicilium citandi et executandi* ("domicilium") for all purposes of and in connection with this Agreement as follows:

SENTECH

Octave Street,
Radiokop Ext. 3
Honeydew
Private Bag X06
Honeydew, 2040

Fax: 086 743 1794

Attention:

Executive: Legal and Regulatory

AND

The Service Provider

Tel: _____

Fax: _____

Email: _____

12.2 Any notice given by either party to the other shall be deemed to be received by the addressee:

12.2.1 on the date on which the same was delivered to the addressee's *domicilium*, if delivered by hand (unless proven otherwise); or

12.2.1 on the date on which the same was despatched by facsimile transmission at the addressee's *domicilium* (unless proven otherwise).

12.2.2 Any party hereto may change a *domicilium* referred to above to any address within the Republic of South Africa by giving written notice to that effect to the other party hereto.

12.2.3 The Parties hereto shall be entitled to change their *domiciliumi* from time to time provided that any new *domicilium* selected by them shall be situated in the Republic of South Africa and any such change shall only be effective upon receipt of notice in writing by the other party.

13 DATA PRIVACY AND PROTECTION

13.1 The Service Provider acknowledges that in providing the Services to Sentech, the Service Provider may be exposed to Sentech's Data, including Data of any of Sentech's clients and/or other third parties.

13.2 The Parties specifically record that all Data provided by Sentech to the Service Provider, or to which the Service Provider may be exposed, shall constitute Confidential Information and as such, the Service Provider shall comply with all the provisions of clause 10 with regard to such Data.

13.3 The Service Provider hereby warrants in favor of Sentech that it shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of the Sentech's Data protection policies and procedures, as may be updated from time to time, and any further requirements of which Sentech may, from time to time, advise the Service Provider in writing, or which may be required by legislation, regulation or any relevant industry body, whether within the Republic of South Africa or elsewhere in the world.

- 13.4 The Service Provider hereby warrants and undertakes that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than with the express prior written consent of Sentech, and to the extent necessary to provide the Services to Sentech. All data and software, including Sentech Data, provided by Sentech or accessed (or accessible) by Service Provider Staff members shall be used by such Staff members only in connection with the provision of the Services and shall not be commercially exploited by the Service Provider in any manner whatsoever.
- 13.5 The Service Provider further warrants that it shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which Data is copied, compiled, collected, collated, processed, mined, stored, transmitted, altered or deleted or otherwise used as part of providing the Services, shall at all times be of a minimum standard required by law and further be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.
- 13.6 The Service Provider indemnifies and holds harmless Sentech for any loss, whether direct or indirect, arising out of a failure to process any Sentech Data in accordance with the applicable laws.

14 WHOLE AGREEMENT

- 14.1 This Agreement constitutes the whole Agreement between the Parties as to the subject matter of this Agreement and no agreements; representations or warranties between the Parties other than those set out herein will be binding on the Parties.

15 VARIATION

- 15.1 This agreement, including this clause, cannot be varied, added to, or cancelled by agreement otherwise than by means of a further written and signed agreement between the parties.

16 RELAXATION

16.1 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by either Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver of, or otherwise affect any of that Party's rights arising from this Agreement.

EXECUTION:

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 2020_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**DULY AUTHORISED FOR AND
ON BEHALF OFSENTECH SOC LIMITED**

NAME: **ZUNAID ADAMS**

DESIGNATION: EXECUTIVE: LEGAL AND REGULATORY

WITNESSES

1. _____
2. _____

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 201_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**DULY AUTHORISED FOR AND
ON BEHALF OF _____**

NAME: _____

DESIGNATION: _____

WITNESSES

1. _____
2. _____

ANNEXURE A

Scope of Work

I. Background

Sentech is a state-owned company and is the largest broadcasting signal distributor in South Africa. Sentech is a licensed Electronic Communications Network Service provider in South Africa. It currently operates many telecommunication networks for Satellite, Television, Radio, Broadband services and more. As such, Sentech is a global enabler of broadcasting and digital content delivery.

Provision of back-up power at Sentech Transmitter sites is critical in achieving the SLAs Sentech has with customers. It is evident that incoming mains disruption and standby generator failures are the main and common contributors to Sentech not meeting the SLA and ultimately paying penalties. One of Sentech KPI's is ensuring that the weighted average of 99.8% service availability is met. To achieve this KPI, the Operations Division needs to ensure that mitigation measures are put in place in the case of catastrophic failures where both the incoming mains supply due to load shedding, theft, vandalism etc. and Sentech standby generators failure occur at the same time resulting in a site completely off and all services being affected. Such measures include appointment of service providers that can assist with the Supply, Delivery, Installation and Commissioning of the hired generator sets within reasonable and stipulated turnaround time. This catastrophic failure can happen at any site, any Province and on any given day (including weekends and holidays) at any given time for unknown periods depending on the cause of failure. While Sentech intends to appoint service providers under Framework Agreements, it is imperative to state that Sentech promises no quantum of work to any successful bidder.

II. Description of the services

Appointment, through a Framework agreement, Service providers specialising in Standby Generators with Control panels, to provide Hiring, Transportation, Installation and Commissioning services on an as and when required basis for a period of three (3) years with the option to renew for an additional 2 years.

- i. Hire and deliver a required standby generator size and/or control panel as and when required.
- ii. Install and commission the hired standby generator and/or control panel on site ensuring that it is operational
- iii. Transport, deliver, install and commission a Sentech owned generator on site as and when required.
- iv. Provide only qualified, experienced or manufacturer certified repair technicians for the installation and commissioning of the standby generator provided under this framework. Service Provider(s) must take full responsibility of Maintenance of the hired Generator during hiring period.
- v. Standby generator installations must comply with: applicable standards of the National Fire Protection Association (NFPA).
- vi. Standby generators must be installed at least 5 feet away from any building openings (windows, doors etc.) and at least 5 feet away from any walls made of combustible materials
- vii. Minimum access clearances from buildings and property lines must be provided on all sides of generators in accordance with the manufacturers' installation instructions.
***NOTE:** Most manufacturers require at least 3 feet of clearance; this may affect the location of generators on properties with narrow side yards.
- viii. Standby generators shall be placed as close as possible to the building electric breaker box panels. The electric breaker panels must be permanently labelled indicating an alternate power source (generator) is connected to the electric system.
- ix. Standby generators may not be placed within five feet of any septic system drain field or impede access to septic tank covers or cleanouts.
- x. Standby generators shall be installed according to manufacturer's specifications. If concrete mounting pads are required, the pads must be suitable for the application with appropriate vibration eliminators.

- xi. Decommission and collect the standby generator and/or panel from Sentech site after use
- xii. Service provider (s) shall provide a valid COC for the installed standby generator
- xiii. The service provider (s) shall take full responsibility of the insurance of their hired standby generator, for the period of the hiring and Sentech shall not be held accountable for any insurance related issues.
- xiv. The truck driver shall have 4x4 certificate, PDP and advanced driving certificate.

III. Services areas

Province	Town	Municipality	Generator size	Please indicate using Yes/No
Eastern Cape	East London	Buffalo Metropolitan municipality City	500KVA	
	King William's Town	Buffalo Metropolitan municipality City	125KVA	
	Butterworth	Mquma Municipality local	175KVA	
	Cala	Sakhisizwe Municipality Local	170KVA	
	Umthata	King Sabatha Dalindyebo Local Municipality	200KVA	
	Engcobo	Engcobo Local Municipality	100KVA	
	Port St Johns	Port St Johns Local Municipality	35KVA	
	Entshatshongo	Mbhashe	115KVA	
	Komga	Great Kei	200KVA	
	Matatiele	Matatiele	110KVA	
	Holy Cross	Ngquza Hill	220KVA	
	Mount Ayliff	Umzimvubu	170KVA	
	Ngqeleni	Nyandeni	220KVA	
	Graaff Reinet	Dr Bayers Naude	130 KVA	
	Craddock	Inxuba Yethemba	150 KVA	
	Queenstown	Enoch Mgijimi	400 KVA	
	Ugie	Elundini	40 KVA	
	Noupoort	Umsobomvu	100 KVA	
	Aliwal North	Maletswai	250 KVA	
	Elands Heights	Senqu	170 KVA	
	De Aar	Emthanjeni	200 KVA	
	Middelburg OC	Inxuba Yethemba	32kW	
	Kareedow	Koukamma	50KVA	
	Greenbushes	Nelson Mandela Bay	450KVA	
	Grahamstown	Makanda	400KVA	
	Suurberg	Blue Crane Route	125KVA	
	Bedford	Nxuba	110KVA	
	Willowmore	Sarah Batman District Municipality	35kVA	

Northern Cape	Beaufort West	Beaufort West	175kVA	
	PE OC	Nelson Mandela Bay	45KVA	
	Kuruman Bop	Ga-Segonyana	60 kVA	
	Prieska	Siyathemba	75 kVA	
	Aggeneys	Khai-Ma	90 kVA	
	Upington	Kheis	175 kVA	
	Douglas	Siyancuma	90 kVA	
	Kuruman Hills	Ga-Segonyana	235 kVA	
	Calvinia	Hantam Local Municipality	75kVA	
	Garies	Kamiesberg Municipality	160kVA	
	Carnavon	Kareeberg local Municipality	60kVA	
	Springbok	Namakwa District Municipality	100kVA	
	CoCT	300/152kVA		
	Vanrhynsdorp	Vanrhynsdorp	180kVA	
	OC	CoCT	135kVA	
	Constantiaberg 1	CoCT	300kVA	
	Constantiaberg 2	CoCT	152kVA	
	Table Mountain	CoCT	23kVA	
	Paarl	Drakenstein	120kVA	
	Simonstown	CoCT	35kVA	
	Franschoek	Stellenbosch	30kVA	
	Hout bay	CoCT	60kVA	
	Tygerberg	CoCT	250kVA	
	Villiersdorp	Theewaterskloof	300kVA	
	Hermanus	Overstrand	80kVA	
	Napier	Overberg	60kVA	
	Piketberg	Bergrivier	225kVA	
	Matjiesfontein	Central Karoo Municipality	75kVA	
	Ceres	Witzenberg Municipality	140kVA	
	Klipheuwel	CoCT		
	Riversdale	Hessequa	175kVA	
	George	George	150kVA	
	Knysna	Knysna	50kVA	
	Oudtshoorn	Oudtshoorn	175kVA	
	Uniondale	George	30kVA	
	Ladismith	Kannaland	65kVA	
North West	Zeerust		350 kVA	
	Schweizer Reneke	Mamusa Local Municipality	300 kVA	
	Christiana	Lekwa Teemane	132 kVA	
	Enzelsburg	Ramotshere Moiloa	30 kVA	
	Madibogo	Ratlou Local Municipality	60 kVA	
	Ganyesa	Kagisano Molopo Local Municipality	90 kVA	
	Taung	Greater Taung local Municipality	60 kVA	
	Suppingstad	Ramotshere Moiloa local Municipality	62 kVA	
	Piet Plessis	Kagiso Molopo local Municipality	30 kvA	

	Pomfret	Kagiso Molopo local Municipality	90 kVA	
KwaZulu Natal	Durban North	Ethekwini	200KVA	
	Port Shepstone	Ray Nkonyeni	650 KVA	
	Pietermaritzburg	Msunduzi	100KVA	
	Eshowe	Umlalazi	400KVA	
	The Bluff	Ethekwini	110KVA	
	Greytown	Umvoti	100KVA	
	Moorriver	Mpofana	125KVA	
	OVERPORT	Ethekwini	110KVA	
	ALVERSTONE	Ethekwini	650KVA	
	DONNYBROOK	Dr Nkosazana-Zuma	450KVA	
	STRAALHOEK	Umzimkhulu	75KVA	
	Glencoe 2nd	Umzinyathi	450kVA	
	Glencoe 2nd	Umzinyathi	400kVA	
	Newcastle	Amajuba	35kVA	
	Ladysmith	Alfred Duma	35kVA	
	Vryheid Hill	Abaqulusi	120kVA	
	Nongoma	Nongoma	125kVA	
	Ubombo	Jozini	350kVA	
	Louwsburg	Abaqulusi	100kVA	
	Nquthu	Nquthu	75kVA	
	Ulundi	Mthonjaneni	200kVA	
	Qudeni	Nkandla	150kVA	
	Vryheid OC	Abaqulusi	45kVA	
	Pongola	Uphongolo	5kVA	
	Loskop	Okhahlamba	5kVA	
Gauteng	Welverdiend	Merafong	500KVA	
	Brixton	City of Johannesburg	630kVA	
	Brixton	City of Johannesburg	630kVA	
	Kameeldrift	City of Tswane	500Kva	
	Kameeldrift	City of Tswane	630kVA	
	Menlo Park	City of Tswane	35KVA	
	Helderkruijn	City of Johannesburg	160KVA	
	Rustenburg	Bojanala	130KVA	
	Panorpe	Nkangala	30KVA	
	PTA North	City of Tswane	35 KVA	
	Heidelberg	Lisedi	30KVA	
	Bez valley	City of Johannesburg	24KVA	
	Mondeor	City of Johannesburg	24KVA	
	Bloemendaal	Midvaal	420 kVA	
	Welgedacht	Ekurhuleni	250 kVA	
	Klerksdorp	Matlosana	400 kVA	
Limpopo	Potgietersrus	Mokgalakwena	500KVA	
	Tzaneen	Mopani	350KVA	
	Thabazimbi	Waterberg	350KVA	
	Louis Trichardt	Makhado	200KVA	
	Hoedspruit	Mopani	200KVA	
	Sibasa	Thulamela	150KVA	
	Gaba	Thulamela	100KVA	
	Tolwe	Waterberg	100KVA	
	Gamabula	Waterberg	100KVA	
	Tshamavhudzi	Musina	100KVA	
	Malamba	Makhado	35KVA	
	Dzamba	Musina	35KVA	
	Punda Maria	Colins Chabane	50KVA	
	Haenertsburg	Capricorn	50KVA	

	Blouberg	Blouberg	25KVA	
	Nylstroom	Waterberg	75KVA	
	Mulima	Makhado	25KVA	
Mpumalanga	Mbuzini	Nkomazi	80kVA	
	Piet Retief	Mkondo	200kVA	
	Carolina	Albert Luthuli	100kVA	
	Dullstroom	Machadadorg	110kVA	
	Davel	Msokwaligwa	350kVA	
	Volksrust	Pixley Ka Seme	110kVA	
	Nelspruit	Mbombela	500kVA	
	Middelburg	Steve Tswete	350kVA	
	Theunissen	Masilonyana	350KVA	
	Boesmanskop	Mohokare	125kVA	
Free State	Ladybrand	Mantsopa	80kVA	
	Springfontein	Kopanong	130kVA	
	Thaba nchu	Mangaung	35kVA	
	Bloemfontein	Mangaung	500kVA	
	Kimberly	Sol Plaatjie	350kVA	
	Witsieshoek	Maluti a Phofong	80kVA	
	Bethlehem	Dihlabeng	350kVA	
	Kroonstad	Moghaka	350kVA	
	Petrus Steyn	Nketoana	75kVA	
	Harrismith	Maluti a Phofong	300kVA	
	Senekal	Setsoto	200kVA	

IV. Structure of the Framework Agreement

Sentech intends to appoint service provider(s) under a Framework Agreements, additional Service providers specialising in Standby Generators with Control panels, to provide Hiring, Transportation, Installation and Commissioning services on an as and when required basis for a period of three (3) years.

The bid evaluation process will be divided into two stages:

Stage 1: Request for proposal (RFP) stage - bidders will be evaluated on both the Mandatory and Functional criteria. Bidders who are successful at this stage will proceed to the next stage, Price Negotiation.

Stage 2: Price negotiation of all fixed costs, where Sentech and bidders who were successful on stage 1 will negotiate for all possible fixed costs.

V. Requirements and Turnaround times

Sentech requirements from the service provider:

- Service provider shall use their private transport to deliver and collect the standby generator on site.

- ii. The service provider shall indicate reasonable arrival time on site for delivery and collection for the Manager to make necessary site access arrangements
- iii. The service provider shall be able to render the required services even after working hours, on weekends and on public holidays.
- iv. Service provider shall use their own tools for the installation, commissioning and decommissioning of the standby generators.
- v. Service provider shall allocate knowledgeable and qualified resource for the installation, commissioning and decommissioning of the standby generator.
- vi. Service provider shall deliver the standby generator within the stipulated Service Level Agreement (SLA). The following considerations shall be considered:
 - a. Normal working hours – An average of 4 to 6 hours from the time service provider receive a request from Sentech to the time the delivery truck leaves for site, weather permitting.
 - b. Weekends and public holidays - An average of 4 to 8 hours from the time service provider receive a request from Sentech to the time the delivery truck leaves for site, weather permitting.
 - c. After hours - An average of 4 to 8 hours from the time service provider receive a request from Sentech to the time the delivery truck leaves for site, weather permitting.
- vii. The service provider shall take an average of 2 to 3 hours for the installation of the standby generator on arrival on site.
- viii. The service provider shall take an average of 4 hours to travel from the collection station to a Sentech site weather permitting. Distances, road conditions to Sentech sites differs these conditions shall also be taken into account and an exception be made where necessary.
- ix. Service provider shall submit all necessary documentation such as invoice and a statement for services rendered.
- x. Service provider shall have their insurance for the hired generator installed in any Sentech site as Sentech shall not be held accountable for any damages of the standby generator
- xi. Service provider shall provide Sentech with a Certificate of Compliance (CoC) when requested.

VI. Technical and Functional requirements

No	CRITERIA		POINTS	ATTACHED PROOF
1	Overall experience- number of years in the hiring, installation and commissioning of Containerized and Canopy Standby Generators with control panels. (Company) Number of years of experience Less than 1 year.....0 1-3 years.....10 4-9 years.....15 10 years and more.....20		20	Provide company profile stating the number of years in existence.
2	Overall company projects on hiring, installation and commissioning of Containerized and Canopy Standby Generators with control panels. (Company) Number of years of experience Less than 1 project.....0 1-3 projects.....5 4-9 projects.....10 10 projects and more.....15		15	Provide evidence of Previous Experience (Company) in similar work. All bidders must complete reference list (table 1 below, where applicable).
3	Key technical staff to be assigned to the maintenance task: applicable for section A, B and C. If a bidder does not supply any evidence, they will score 0 points.		20	Please provide CV's and proof of qualification for each discipline requested in the column on the left and indicate in who's employ they are. If resources are outsourced, please provide back to back contract.
	The tenderer demonstrates that key staff are well qualified and competent in the application of their skills that relate to the scope of the project (software programmer & installation electrician)	20		
	The tenderer demonstrates that key staff are qualified and competent in the application of their skills that relate to the scope of the project (installation electrician)	10		
	Maximum Points Allocated			
Total minimum qualifying functional score is 35 points. A bidder must score more than 0 points in each criterion to be evaluated further.				

VII. Issuing of Task Orders / Call Off Procedures

- Request service provider to render required services via a phone call, email and message (SMS). All verbal requests shall be immediately/next working day be followed by a written communication via email.
- Sentech shall clearly indicate the size of the generator required, the duration of hire, the delivery site and any other related information that maybe required by the service provider (s).
- Request service provider to provide all installation required materials such as cables etc.
- Request service provider to install the delivered standby generator
- Request service provider to commission the installed standby generator set
- Request service provider to provide a certificate of compliance (CoC) for the installation of the standby generator where applicable.

- vii. Request the service provider to collect and decommission the standby generator after use and the service provider shall leave the area where the standby generator was installed clean.

VIII. Pricing Model

The rates and price entered for each item includes for all work and other things such as maintenance costs, insurance cost and all other necessary cost to supply the item. Sentech will embark on price negotiations with bidders who make it to stage 2, with the intention of negotiating for a FLAT Dry Rate per day for standby generator different sizes as shown below:

0kVA-100kVA = R900.00 - R1450.00 per day

100kVA – 300kVA = R1450.00 - R1650.00 per day

300kVA and above = R1650.00 – R2200.00 per day

Sentech shall endeavour reviewing all flat dry rates on an annual basis, with intention of annual escalation of CPI plus 1% annually for the duration of the Framework agreement.

Item	Description	Unit	Quantity	Unit Price	Total
1.	Standby generator		1		
2.	Transportation	km			
3.	Installation Electrician	hr	1		
4.	Software programmer	hr	1		
5.	Installation material	Once off			
6.	Cables	m			
Material Total excluding VAT in Rands					
15%VAT in Rands					
Material Total including VAT in Rands					

Table 1: Pricing model

NB. Kilometer rate will be capped at a stipulated AA rate.

IX. Invoices and Invoicing Procedure

- i. Prices shall be based on the pricing model described in Table 1.
- ii. The quotation will be valid for a period of 30 days from the date of the quotation.
- iii. All invoices shall be submitted to the requesting Manager by the service provider for approval within three days for processing.
- iv. Any variation used shall be discussed with requesting Manager for approval prior to adjustments

X. limitations on the use of this Framework Contract

Shall the appointed service provider(s) fail to deliver on Sentech request within specified SLAs, Sentech reserves a right to go on an open market for the services required under this Framework agreement.

ANNEXURE B: Task Order / Call Off Form

CALL OFF ORDER FORM

Company Name

WORK ORDER

CLIENT NAME		ORDER DATE	ORDER NUMBER
CLIENT PHONE			
CLIENT EMAIL		EXPECTED START DATE	EXPECTED END DATE
ORDER RECEIVED BY			
SITE LOCATION			

WORK DESCRIPTION	
ADDITIONAL COMMENTS	

STG HIRE	DAYS	RATE	AMOUNT
			R -
LABOR DESCRIPTION	HOURS	RATE	AMOUNT
		LABOR TOTAL	R -

MATERIAL DESCRIPTION	QUANTITY	PRICE PER UNIT	AMOUNT
		MATERIAL TOTAL	R -

WORK ORDER COMPILED BY		SUBTOTAL	R -
	enter VAT rate	VATRATE %	15,000%
APPROVING PARTY NAME AND TITLE		TOTAL TAX	R -
APPROVING PARTY SIGNATURE	enter other cost	OTHER	
DATE OF APPROVAL		TOTAL	R -