

CONTRACT DATA

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

**APPOINTMENT OF A SERVICE PROVIDER SUPPLY, INSTALLATION, COMMISSIONING
AND TESTING OF STREET AND TERRAIN LIGHTING AT THE SENTECH HEAD OFFICE.**

Bid Number: SENT-054-2025-26

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PART C1: AGREEMENTS AND CONTRACT DATA –

Form of Offer and Acceptance Offer

Sentech, identified in the acceptance signature block, has solicited offers to enter into a contract for the supply, installation, commissioning and testing of street and terrain lighting at their Head Office.

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 costs, escalation and taxes for the Contract duration. The price must be carried over from the price breakdown / schedule of rates provided in the Bid document. In the event that there is a conflict between the amount in words and the amount in figures, the amount in words shall govern.

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. Notwithstanding that there may be an ancillary Service Level Agreement ("SLA") concluded between Sentech and the Bidder after the conclusion of the Contract Data, the Contract Data is the primary contract document and is binding on the Bidder. In the event of any conflict between the Contract Data and such SLA, the terms and conditions in the Contract Data will take precedence over the terms and conditions in the SLA.

The Bidder acknowledges that any acceptance by Sentech of the Bidder's offer is based on representations made by the Bidder to Sentech, which have induced Sentech into entering this agreement with the Bidder. The Bidder further acknowledges and warrants that it has advised Sentech of any and all material facts upon which Sentech has been relied on in entering into this Agreement and that there are no adverse facts and/or circumstances relevant which could or would have had any bearing on Sentech's decision to enter into 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. Rate of Exchange, Currency Fluctuations and Currency

All bid prices quoted shall be in South African Rands (ZAR). If prices are in a foreign currency, the rate of exchange quoted shall remain fixed throughout the term of the agreement. Bidders will bear the risk of and all cost/s associated with currency fluctuations, therefore Bidders shall be required to manage such risk in their bid price.

12. General - Prices

All prices shall be quoted in ZAR.

Unless written 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 and discounts. If market-related prices are not agreed to, Sentech reserves the right to terminate the negotiations and invite the next ranked Bidder for negotiations or 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 Agreement will run for a period of ##### months.

This Agreement may be extended by agreement between Sentech and the successful Bidder prior to the expiration of the Agreement should this be required.

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
2040
Johannesburg

Tel No. 011 471 4400

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:

Please refer to the attached Price list document (.i.e. STP External lighting Pricing Schedule).

PART C3: SCOPE OF WORK

SENTECH'S GOODS INFORMATION

1. TECHNICAL REQUIREMENTS

1.1 SYMBOLS AND ABBREVIATIONS

Throughout the documentation units of measurement are referred to by symbols: **Abbreviations used:**

| | |
|--|-----------------------|
| Alternating Current | AC |
| British Standard | BS |
| Certificate of Compliance | COC |
| Contract Price Adjustment | CPA |
| Control and Management System | CMS |
| Direct Current | DC |
| Distribution Board | DB |
| Environmental Impact Assessment | EIA |
| International Electro-Technical Commission | IEC |
| Ingress Protection | IP |
| Kilo Volt-Ampere | kVA |
| Kilo Amps | kA |
| Low Voltage | LV |
| Miniature Circuit Breaker | MCB |
| Medium Voltage | MV |
| New Registration System | NRS |
| Point of Connection | POC |
| PolyVinyl Chloride | PVC |
| Sender Technology Park | STP |
| South African National Standards | SANS |
| Steel Wire armoured | SWA |
| The Main Contractor on Site | Main Contractor |
| The contractor responsible for the electrical installation on site | Electrical contractor |
| Glass fibre reinforced polyester | GRP |
| Restriction of Hazardous Substances | ROHS |
| Electromagnetic Compatibility | EMC |
| Pascal | Pa |
| Light Emitting Diode | LED |
| Colour Rendering Index | CRI |
| | |

2. SCOPE OF WORK

The scope of this project is for the appointment of a service provider for the supply, installation commissioning and testing of street and terrain lighting at the Sentech Head Office.

1. The contractor is responsible for replacing the luminaires in the following areas:
 - 1.1. Undercover parking bays
 - 1.2. Roadside post tops
 - 1.3. Perimeter lighting (high mast)
 - 1.4. Pathway lighting
 - 1.5. Floodlights
 - 1.6. Entrance Lights
 - 1.7. Some undercover building lights
 - 1.8. Photocells and timer switches
2. All work to comply with SANS 10142-1 (latest Revision).
3. All luminaires to be approved by an accredited laboratory and meet the relevant SANS standards in terms of testing and EMC and be ROHS compliant.
4. Earthing to comply with Sentech earthing specification.
5. **No services to be cut without prior notification and permission.**

Electrical Works

6. Contractor to disconnect and/or remove the existing electrical reticulation (where necessary and if applicable) between the Supply DB and the proposed areas of installation.
7. The contractor is responsible for the removal and disconnection of all post top lighting Poles. New Post top poles must be installed in the same position.
8. Position of new post top poles are according to drawing 0/OB/E022
9. The contractor is to pay careful attention to installation methods, in Appendix A (1.7) for Installation and placement of Poles (both for post tops and street lights - perimeter).
10. The contractor is to pay special attention to the technical details as outlined in the Lighting Schedule.
11. Remove all old luminaires in all areas highlighted in point 1 and according to the BOQ (see Appendix A for Lighting Schedule).
12. Purchase, supply and install all light poles as outlined in the BOQ. Civil works to apply.

13. Purchase, supply and install all luminaires and lighting as outlined in the BOQ.
14. Purchase, supply and install all electrical supply cables (where necessary) from the relative circuit breakers to the luminaires as per drawings 00B/E/022.
15. Where deemed necessary, the contractor will be responsible for the removal and replacement of any damaged or worn-out equipment related to the terrain lighting i.e. conduits, supply cables feeding the existing luminaires, etc.
16. The contractor is responsible for replacing the current photocells and timer switches connected to all external lighting.
17. Where applicable trenching of new cable-ways will be required. See drawing 00B/E/022
18. Contractor to take note of the route of the cables to determine the length of all the cables. (cable lengths highlighted in the BOQ are approximate values and measurable quantities).
19. Should conduits need replacing, the electrical contractor is responsible to install the appropriately sized conduits for all luminaires and associated equipment. (conduit lengths highlighted in the BOQ are approximate values and measurable quantities).
20. Contractor to ensure that all metal light fittings and/or metal parts, must eventually be connected to the earth of the supply DB with the same potential.
21. The contractor is responsible for the testing and commissioning of all installed lighting. All test results must comply with the values specified in SANS (South African National Standards). A Test and Commissioning Report must be submitted upon completion of installation.
22. The contractor shall provide surge protection devices and ensure adequate earthing of all lighting poles. Where required by the lightning risk assessment, lightning protection shall be designed and installed in accordance with SANS 62305.
23. A lighting performance test must be conducted every six (6) months during the Defects Liability Period. Results must be documented and submitted for review.
24. At project completion, the contractor must provide the following documentation:
 - As-Built Drawings
 - Test Sheets
 - Product Data Sheets
 - Operation and Maintenance Manuals
 - Any other relevant documentation required for full system understanding and operation.
25. The contractor must cover routine servicing, repairs, and replacement of defective components.

General

1. Contractor to allow 10% for contingency if additional work is required.
2. The contingency amount will be carefully controlled by the project engineer. Any additional work will be issued in writing and no verbal instructions will be accepted.
3. Contractor to compile a safety file for the work to be done at SENTECH HEAD OFFICE.
4. Before commencement of work the safety file must be signed and approved by Sentech safety officer.
5. All holes through walls where cable trays and cables pass through to be closed off with fire stopping material.
6. All cable tray, droppers, risers, cantilevers, etc. to be powder coated Electric orange unless otherwise stated.
7. Contractor to include own accommodation in quotation as no sleeping on site is permitted.
8. Contractor to supply own chemical toilet as the septic tank is very small and will not be able to accommodate the additional staff.
9. Contractor must work in close corporation with department team and local Sentech staff to minimize down time on transmissions.
10. 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. Disposal of waste materials must comply to environmental safety standards.
11. 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.
12. Contractor to issue Certificate of Compliance to Project Engineer on completion of works.
13. 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.

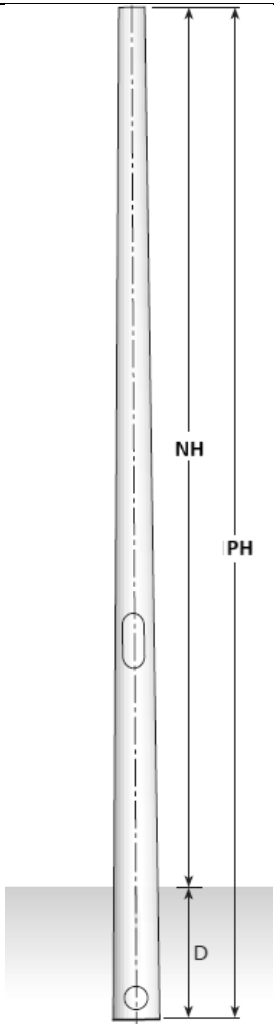
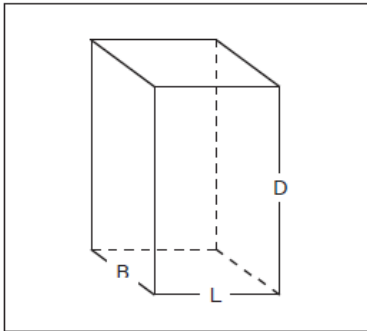
APPENDIX A

SPECIFICATIONS

1. The Poles that will hold the Post Top Luminaires and new Street Light luminaires must adhere to the following conditions:
 - 1.1. For Post Tops – poles height (PH) must be 3.1 metres high (see Table 1) and match existing color (Paris Blue).
 - 1.2. For Street light luminaires (Perimeter lighting) – poles height must be 11.6 metres tall (see Table 1)
 - 1.3. Pole fittings should comprise of the following:
 - 1.3.1. Baseplate assembly
 - 1.3.2. Gland plate assembly
 - 1.3.3. MCB circuit breaker 10A/5kA
 - 1.3.4. All other accessories deemed necessary for complete installation
 - 1.1. Post top lighting Poles should be made up of glass fibre reinforced polyester (GRP).
 - 1.2. Perimeter lighting poles should be Hot-dipped galvanised steel.
 - 1.3. Poles to be vandal resistant i.e. low risk of theft.
 - 1.4. The pole should be versatile: offers a wide range of supplementary lighting equipment to be used, ensuring this pole can be used for almost every application
 - 1.5. For GRP Poles the following applies:
 - 1.5.1. Maintenance-free: surface coat of the pole must not require maintenance.
 - 1.5.2. Should provide a greater longevity: should be able to outlast wood, concrete, steel and aluminium under the same climatic conditions.
 - 1.5.3. Pole should be non-conductive
 - 1.5.4. High bending strength: Engineered to withstand a wind pressure of 500 Pa inclusive of 0.20m² luminaire area with less than a 5% deflection of the mounting height. This relates to a wind speed of 103.9km/h. Any higher wind speeds must be calculated separately.
 - 1.5.5. Pole should be sustainable: environmentally friendly.
 - 1.6. Table 1 outlines the dimensions related to buried poles as well as the excavation needed (also see Figure 1 and Figure 2:

| Typical Head Weight and Wind Surface Area | | Head weight: 13kg each Windage area: 0.045m2 each | | |
|---|----------------------|---|---------------|----------------------------|
| Type of Pole | Pole Height (PT) (m) | Net Height (NH) (m) | Depth (D) (m) | Length (L) & Width (B) (m) |
| Post Top | 3.1 | 2.5 | 0.6 | 0.75 |
| Streetlight (perimeter) | 11.6 | 10.0 | 1.6 | 0.9 |

Table 1: Excavation dimensions for buried poles

| | | |
|--|--|---|
|  | |  |
| Figure 1: Dimensions of Buried Pole | | Figure 2: Dimensions of excavated hole for buried poles |

1.7. Installation method for Backfilling of Buried Poles

This installation method describes how streetlight poles, supplied by the contractor, should be planted.

- Excavate a hole to a minimum depth indicated as per table 1.
- Compact the bottom of the excavation.
- Place the pole, with the base plate fitted, in the excavation.
- Ensure that the pole is vertical and support it so that it will not move while the excavation is being filled.
- Fill the excavation with 25MPa concrete until the bottom of the cable access hole(s) is reached.
- Allow the concrete to cure for at least 3 days.
- Feed the power cable through the access hole(s) if it is available.
- The backfilling mix should have a composition of soilcrete 1:10.
- Backfilling of holes should be done in layers of 150mm and compacted.
- The soil should be compacted evenly around the pole and care should be taken that the pole does not lean to one side during compacting, before the next layer is added.
- Continue until the natural ground level is reached.
- Remove the material used to hold the pole in the vertical position and dispose of any remaining soil from the excavation.

2. Luminaires to be IP65 rated.

3. All products should cover a life expectancy of greater than 20 years (Excluding LEDs and Drivers)

Parts should be independently replaceable i.e. spigots, mountings, drivers, luminaire casings, LEDS should be easily removed and replaced without replacing the whole