

CONTRACT DATA

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

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY DELIVERY AND SUPPORT OF FM RE-BROADCASTING RECEIVERS

BID NUMBER: SENT/020/2025-26

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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 Once off purchase, supply, delivery and support of FM Re-Broadcasting Receivers.

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 / DDP by Air freight to Sentech Stores; (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 to 36 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 is a once off procurement.

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

Table 1: Equipment prices and delivery times

Tenderers will provide a single basic unit price (DDP, Sentech Stores **by Air Freight**) fixed for the supply and delivery of this tender, for a unit compliant with paragraph 18 of the Tender Data Document, for each column, but will be evaluated on the unit price for 63 to 84 units. Options that do not form part of the standard product offering e.g. Spare modules, SLA (during and after warranty), etc. to be quoted separately and will not form part of the price adjudication.

Notwithstanding that the tender is for 84 receivers, Sentech shall not be obligated to purchase all 84 receivers from the supplier, but shall be entitled, within its sole and exclusive discretion, to elect to purchase receivers in accordance with table C (**table 1**) below.

Table 1: FM Re – Broadcasting Receivers

FM Re – Broadcasting Receivers						
Description	1-21 Units	22—41 Units	42-62 units	63-84 units	Delivery Time ARO	Delivery Rate (Units)
Re-Broadcast Receiver						

Select and indicate units in the table above.

Price List

Description	Rate	Total
Sub Total		
Vat		
Total (Including vat)		
Sub Total		

PART C3: SCOPE OF WORK

SENTECH'S GOODS INFORMATION

1. TECHNICAL REQUIREMENTS

1.1. Glossary of Terms

Abbreviations	Descriptions

2. INTRODUCTION

The requirement for VHF FM Re – Broadcasting Receivers arises from the need to provide FM Radio Services to Sentech customers as and when required.

Mandatory criteria are to be found in paragraph 18.1 of the Tender Data Document and must be adhered to proceed to the next stage.

Bidders will be awarded points for the Functional Criteria of the equipment they are offering according to paragraph 18.2 and 19.2 of the Tender Data Document.

All Bidders with scores of at least 80 points out of a possible 105 points and 105 points out of a possible 105 points will be short listed to go through to the next stage being Price and Preference, subject to a risk assessment which may include, but is not limited to, practical evaluation.

3. SCOPE OF WORK

FM Re-Broadcasting Receiver – Technical Specifications

1. Extent of work

The extent of work covered by this specification includes the design, manufacture, factory testing, packaging, and delivery (ex-works) of a range of FM Re-Broadcast Receiver systems as may be required by Sentech during the Tender process.

2. Unit requirements/features

The following features should be included:

- 2.1. Single or Dual receivers with pre-set station allocations.
- 2.2. Selectable IF Bandwidths: From 56kHz to 311kHz
- 2.3. RDS encoder for RDS re-insertion
- 2.4. Stereo Regeneration
- 2.5. IP based web streaming
- 2.6. Headphone Socket: 6.35mm (stereo) on the front
- 2.7. MPX diversity switching
- 2.8. De-Emphasis (with enable/disable option) on. Line Outputs: 50µs
- 2.9. Front panel Monitoring and Control
- 2.10. Audio Muting with Squelch threshold adjustable down to at least 80µV

3. RF Input Specifications

- 3.1. RF Input Tuning Range: User selectable, 87.5 MHz to 107.9MHz in ≤ 100kHz steps.
- 3.2. Antenna RF Input must be 50 Ω (N-Type or BNC).

4. Outputs (Program)

- 4.1. MPX Outputs: Two low impedance, independently adjustable outputs (BNC)
- 4.2. Digital: AES3 (XLR) with adjustable level
- 4.3. Analogue: Two active balanced (XLR) with adjustable levels
- 4.4. Failover Audio Backup from memory.

5. Stereo Performance

- 5.1. Stereo Crosstalk from 40Hz to 15kHz referenced at +6dBu: $\geq 45\text{dB}$ on analogue, digital and MPX outputs (RMS detected, De-emphasis switched OFF)
- 5.2. Unweighted RMS detected Stereo Signal to Noise Ratio (1mV RF Input, an audio level of +6dBu as reference and de-emphasis switched ON):
 - 5.2.1. $\geq 50\text{dB}$ at 1mV RF Input signal for stereo analogue audio line outputs
 - 5.2.2. $\geq 70\text{dB}$ at 1mV RF Input signal for AES digital audio line outputs
- 5.3. ITU-R 468 Weighted Stereo Signal to Noise Ratio (1mV RF Input, an audio level of +10.6dBu as reference and de-emphasis switched ON):
 - 5.3.1. $\geq 50\text{dB}$ at 1mV RF Input signal for stereo analogue audio line outputs
 - 5.3.2. $\geq 70\text{dB}$ at 1mV RF Input signal for AES digital audio line outputs
- 5.4. Total Harmonic Distortion (Stereo) at $\pm 75\text{ kHz}$ deviation with De-emphasis switched OFF: $\leq 0.5\%$ (-46dB) THD on analogue, digital and MPX outputs (measured with 25kHz audio filter)
- 5.5. Phase difference between stereo audio outputs: $\leq 2^\circ$ from 40Hz to 15kHz

6. Frequency Response of outputs

- 6.1. Frequency Response for composite MPX output: $\leq \pm 0.5\text{dB}$, 100Hz to 57kHz
- 6.2. Frequency Response for Audio Line Outputs (Analogue and Digital): $\leq \pm 0.5\text{dB}$, 40Hz to 15kHz measured at an audio level of 0dBu

7. Remote Control and Remote Monitoring Facilities

Local and remote monitoring via web interface and SNMP version 2 and upgradeable to later versions should be fully described by the Tenderer. Local and Remote control of equipment via web interface is essential (Not Java based).

8. AC Supply

- 8.1. Voltage: 230 V (IEC connector)
- 8.2. Frequency: 50 Hz

9. Operational, Environment Cooling and size

9.1. Climatic Conditions

The Receiver covered by this specification must maintain the performance specified in this document, when operated continuously, in any worst natural combination of the following climatic conditions: -

- 9.1.1. Altitude
At any altitude up to 2800m above mean sea level.
- 9.1.2. Temperature
At any ambient room temperature, i.e., cooling air inlet temperature from 0°C to $+45^\circ\text{C}$.
- 9.1.3. Relative Humidity
Between 0% to 95% non-condensing

9.2. Dimensions

19" (483mm) wide by 1U high to fit in standard equipment rack

10. COMPONENTS AND SPARE PARTS

10.1. Semiconductors

All semiconductor devices shall be of the silicon type, suitably protected against voltage transients. The ratings of these devices must be conservatively chosen and the performance or operation of the equipment in which they are installed must not depend on the critical selection of replacements.

Circuits shall not incorporate semi-obsolete semiconductor devices and tenderers shall ensure that all semiconductor devices shall be commercially available for a period of at least fifteen years after delivery of the transmitters.

10.2. Resistors and capacitors

All resistors and capacitors must be operated well within their manufacturer's maximum ratings and temperatures and be suitable for continuous full power operation of the transmitter. The maximum operating temperature rating of electrolytic capacitors must be adequate for the environmental conditions specified in this document for the lifespan (15 years) of the equipment.

10.3. Continuity in supply of components (Maybe 10 Years)

The tenderer is required to guarantee continuity of supply of spare parts for all parts and components used in the equipment for a minimum period of fifteen years after final equipment delivery. This includes all solid-state devices. In the event of any items or sub-assemblies becoming obsolete, or unobtainable, during the fifteen-year period, the manufacturer of the equipment, i.e., the successful tenderer must accept technical and financial responsibility for both the design modifications and the supply of suitable equivalent items or sub-assemblies. Sentech reserves the right to negotiate with the short-listed manufacturers the possibility to stock a bonded store in South Africa to cut down on meantime to repair, carrying some spare modules, such as populated PC boards etc. Detail can be discussed as and when required.

11. HANDBOOKS AND TEST REPORTS

11.1. Language

One set of manuals, written only in the English language, must be supplied with each receiver supplied in respect of this tender document. Additionally, soft copies of the manuals must be provided on a memory stick.

11.2. Content

The handbooks are to include a comprehensive description of all equipment and auxiliary equipment, its detailed circuitry, all circuit diagrams, a parts list as specified below and all other mechanical and electrical drawings necessary for the installation, operation and maintenance of the receiver. Printed circuit board layout diagrams are to be supplied.

The list is to include all relevant details of the components such as:

11.2.1. The electrical value (e.g., resistance in Ω).

11.2.2. The tolerance where applicable.

11.2.3. The Tenderer's part number, which must be a unique number, assigned to every different component in the list.

11.2.4.1. The part/component manufacturers type number.

11.2.4.2. The successful tenderer will be required to supply Sentech with any relevant electrical and mechanical data and drawings.

11.3. Tenderers should take Note: -

Detailed information and drawings specified above, must also be provided for all other equipment which is not manufactured by the Tenderer himself, but is part of the receiver delivery.

11.4. Test Reports

A completed factory test report must be provided for each receiver delivered. The test report is to show compliance with the contracted performance of the receiver and Sentech will accept the normal factory test report used by the tenderer, if this is agreed to in advance. Sentech reserves the right for its engineers to take part in some, or all, of these tests.

End of Tender Document

