

CONTRACT DATA

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

for the

Appointment of Installation Companies for the distribution, installation, and management installers of Domestic Digital Terrestrial Television (DTT) STB's and Direct to Home (DTH) STBs in Eastern Cape, Western Cape, Limpopo, Mpumalanga, KwaZulu Natal, Northern Cape, North West Province, Freestate and Gauteng to Sentech SOC LTD for a period of twelve (12) months.

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Bid Number: SENT/023/2021-22

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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 Appointment of Installation Companies for the distribution, installation, and management installers of Domestic Digital Terrestrial Television (DTT) STB's and Direct to Home (DTH) STBs in Eastern Cape, Western Cape, Limpopo, Mpumalanga, KwaZulu Natal, Northern Cape, North West Province, Freestate and Gauteng for a period of twelve (12) months.

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 or impose prices as predetermined by the specific project conditions. If there is no agreement on prices, then 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 Twelve (12) 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.

Sentech's Representative is

Name: Mr Zunaid Adams

Address: **SENTECH SOC LIMITED,**
Sender Technology Park
Octave Road
Radiokop
Honeydew
Johannesburg

Tel No. 0114714400

Email: adamsz@sentech.co.za

Sentech's Representative is the Executive: Legal and Regulatory.

19. Delay damages

As stipulated in the Special Conditions of Contract.

20. Local Installers

A local installer is an installer or installer company:

- 20.1. Having its main place or registered address of his/her business within the Province in which the installation must be effected; or
21. Who owns property within the district of the local municipality in which the installation must be effected; or
22. Who rents property within the district of the local municipality in which the installation must be effected; or
23. Who receives and pays electricity and/or water to a local municipality in the province in which the installation must be effected;
24. Being an accredited installer or installers with local presence that employs local personnel. As regards accreditations by Ellies, Space TV, Multichoice and Satellite Solutions or similar Institutions within South Africa which will also be acceptable. SENTECH reserves the right to verify the accreditation of the Installer

The Bidder shall be responsible for the appointment of accredited local installers. Sentech shall not be held accountable for the appointment of accredited local installers. If the Bidder is found using local installers from outside the Province, Sentech reserves the right to terminate the Contract with the Bidder with immediate effect.

All/any issues with the local installer shall be directed to the Bidder and shall be dealt with by the Bidder and not by Sentech.

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

For every successful single DTT/DTH installation conducted by the installation company, SENTECH shall make a payment to the company as per the outcome of the negotiations as per clause 13 above. This payment will be made after submission and approval of the installation report and other contractual requirements as stipulated in this document. This report will only be approved if it contains the signatures of the installer, a household representative, the installation company, and supported by adequate evidence in a form of photos/videos. Unapproved reports will result in non-payment, the bidder will be expected to correct all mistakes at his own costs.

The bidders are responsible for the payment of their installers. The bidders are required to provide a cost breakdown of each installation. It should be noted and understood that the cost per installation will be subject to negotiation. The breakdown must include, but not limited to the following:

Description	Price (Incl VAT)
DTT Installation labour only mounted on a normal house wall	
DTT Installation labour and accessories for mounting against a house wall (Please note that in the case of the BDM Project the DTT kits provided by SAPO only includes the antenna and Set top box. <u>No additional accessories are included</u>)	
DTT Installation labour and accessories for mounting on a 3m pole. (Please note that in the case of the BDM Project the DTT kits provided by SAPO only includes the antenna and Set top box. <u>No additional accessories are included.</u> The 3m pole, cement and construction aggregate are <u>not</u> provided.)	
DTH Installation Labour only mounted on a normal house wall	
DTH Installation inclusive of all associated accessories and equipment on a house wall (Please note that in the case of the BDM Project the DTH Kits provided by SAPO includes STB, Dish, LNB, Brackets, RG6 Cable and all associated accessories for 1 installation point)	
DTH Installation inclusive of all associated accessories and equipment as per SAPO, but on a 3m pole. The 3m pole, cement and construction aggregate are <u>not</u> provided.	

PART C3: SCOPE OF WORK

SENTECH'S GOODS INFORMATION

1. BACKGROUND

Sentech is participating in the Broadcast Digital Migration project and is responsible for the installation of approximately 650 000 set top boxes in the Eastern Cape, Western Cape, Limpopo, Mpumalanga, KwaZulu Natal, Northern Cape, North West Province, Freestate and Gauteng.

Sentech therefore wishes to appoint Installation Companies for the management of installers associated to them for the installation of Domestic Digital Terrestrial Television (DTT) STB's and Direct to Home (DTH) STBs in Eastern Cape, Western Cape, Limpopo, Mpumalanga, KwaZulu Natal, Northern Cape, North West Province, Freestate and Gauteng for a period of twelve (12) months. The appointed installation companies must have a footprint in the identified provinces, have accredited installers based in each of the identified province and must have a means to manage the payment of its installers. Proof that a bidder is operating in these provinces must be provided in the form of a company profile as part of the bid submission. The bidder must be a registered company with a valid tax clearance certificate and must be registered on the National Treasury Central Supplier Database (CSD). The installers must have the capacity and capabilities to collect STB's and associated material from designated SAPO branches in the identified provinces and install the STB's and associated material at the designated households.

SAPO will issue DTT and DTH kits for the purpose of completing an installation at a household as part of the BDM Project. Any additional accessories would be for the installers own cost. For example; as is the case in this specific BDM project, the DTT kit does not come with a bracket, pole and wall anchors for the installation of the supplied antenna. This means that the installer should purchase such material and will not be reimbursed.

In the instances where the wall's structural integrity may not allow for mounting of an antennae or a satellite dish, a standalone metal pole of not less than 3 meters above the ground must be used. The 3m pole must be a SABS approved aluminium pole of at least 38mm in diameter with at least a 3mm wall thickness.

2. INVITATION

The bidder which has presence in the 9 provinces must provide proof that their installers appointed by them or who are linked to them are locally based in the province where they will operate in.

The bidder must demonstrate in the proposal that he/she has acquired relevant experience in doing similar work by providing relevant proof, qualifications, skills and capacity.

3. SCOPE

The scope will include but not limited to the management, quality assessment and payment of installers or installer companies associated or appointed by the bidder. The bidder must provide a detailed methodology of how it intends to provide these services. This refers to both ***Digital Terrestrial Television (DTT)*** and ***Direct-To-Home (DTH)*** installations as indicated below:

Digital Terrestrial Television (DTT)

Antenna and Set-Top Box (STB) Installation

- Utilize Sentech CISPUB DTT coverage verification tool (<http://cispub.sentech.co.za>) to confirm DTT coverage, which transmitter station/s covers the area, the bearing of the received signal, the frequency and antenna polarization.
- Assembly and disassembly of outdoor terrestrial antenna.
- Mounting outdoor antenna with a wall mounted bracket and standalone metal pole with a 3mm inside wall of not less than 3 meters above the ground (where wall's structural integrity may not allow for mounting of antennae)
- Terrestrial signal direction finding and pointing of antenna with the correct bearing and polarization as indicated by the CISPUB DTT coverage verification tool.
- Connecting of coax cable and fitting of connectors and connect to STB.
- Connect STB to TV with either RCA Cables, Coaxial Cable or HDMI Cables
- All Cabling to be done neatly and the correct cable saddles to be used.
- Workmanship Safety and the safety of the public and household is paramount
- Training of household on the operation of the installed DTT decoder.
- Completion of the relevant installation report.
- Provide post-installation first line support to household for the first 12 months after installation.

Direct to Home (DTH) Satellite Dish and Set-Top Box (STB) Installation

- Assembly of satellite dish.
- Mounting satellite dish with a wall mounted bracket or standalone metal pole of not less than 3 meters above the ground (where wall's structural integrity may not allow for mounting of satellite dish).
- Satellite signal direction finding and the pointing of the satellite dish for maximum signal strength reception.
- Adjusting the polarization of the LNB for maximum signal quality.
- Fitting of connectors to the coaxial cable and connecting the cable between the LNB and DTH STB.
- All Cabling to be done neatly and the correct cable saddles to be used.
- Workmanship Safety and the safety of the public and household is paramount
- Training of household on the operation of the installed DTT decoder.
- Completion of the relevant installation report.
- Provide post-installation first line support to household for the first 12 months after installation.
- Training of household on the operation of the installed DTH decoder.

4. Performance and quality assurance

Each installation must be of high standards. Installations will be signed off by the household representative. If the installation satisfies these representatives, then a claim for payment can be submitted to and considered by SENTECH.

The quality of installations is critical to the continuous enjoyment of television services. SENTECH will therefore not tolerate substandard workmanship. The installer or installation company is therefore required to guarantee their workmanship for a period of 12 months at their own cost. Repeated poor performance could result in the installer being removed from the panel.

Sentech representatives will conduct random quality assurance of the installations. Any substandard work will be required to be corrected by the bidder.

5. REQUIREMENTS FROM BIDDERS

5.1. Bidders are required to show the following in their submissions:

5.1.1. Local Installer Companies

- 5.1.1.1. The number of certified/accredited installer's in their employ, in each area.
- 5.1.1.2. The bidder must indicate clearly where the installers are located in terms of province and district municipality
- 5.1.1.3. Installers will be required to operate within these specific areas
- 5.1.1.4. The Installation company must commit to conducting a minimum of 1000 installations in each day should there be a need for mass deployment.

5.1.2. Quality Control

- 5.1.2.1. The steps taken by the Installation company to ensure high levels of quality for each installation.
- 5.1.2.2. The quality guarantee provided for each installation, may not be less than a period of 12 months from date of installation or re-installation
- 5.1.2.3. The Installation company must equip its installer/s with an identification card which must be worn at all times when collecting, installing and redeeming STB kits and vouchers. It must include at least the following information:
 - (a) Personal details (including ID number with a photo) of the local installer;
 - (b) Accreditation number of the local installer/s; and
 - (c) Area of operation.
- 5.1.2.4. If an identification card is not presented by the local installer, then no collection, installation or redemptions will be transacted.
- 5.1.2.5. The installer must leave their contact details with the household on completion of the installation.
- 5.1.2.6. The installers appointed/used by the bidder must be equipped with the minimum tools as highlighted in section 7 of this document.
- 5.1.2.7. Installations will be verified by an appointed SENTECH representative before payment is made. It is therefore the responsibility of the installer to ensure quality and functional installations as well as to comply with all the required documentation, processes, and requirements to ensure timeous payment. The Installation company must provide proof in the form of a photos of the installations and the co-ordinates of the household.