

CONTRACT DATA

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

**for the
appointment of an IP transit service provider to Sentech SOC LTD for a period of three
(3) years, starting 20 March 2022.**

Bid Number: SENT/019/2020-21

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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 an IP transit service provider to Sentech SOC LTD for a period of three (3) years.

The Bidder, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, and by submitting this offer has accepted the conditions of the Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Bidder under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF APPLICABLE TAXES; (in the Bids applicable currency).

_____ (amount in words);
_____ (amount in figures)

NB: The Prices quoted above is the total Bid offer inclusive of all applicable taxes for the Contract duration. The price must be carried over from the price breakdown / schedule of rates provided in the Bid document.

This offer may be accepted by Sentech by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Bidder in the conditions of contract identified in the Contract Data.

Bidder's Signature(s) _____

Signed by the Bidder at _____ **on this the** _____ **day of** _____ **20** _____

Name(s) _____

Capacity _____

Address (Domicillium)

Acceptance

By signing this part of this form of offer and acceptance, Sentech accepts the Bidder's offer. In consideration thereof, Sentech shall pay the Bidder the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the Bidder's offer by the signature by Sentech shall form an agreement between Sentech and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from the said documents are valid unless contained in this schedule of deviations.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Sentech's Signature(s) _____

Signed by Sentech at _____ **on this the** _____ **day of** _____ **20** _____

Name(s) _____

Designation _____

SENTECH SOC LIMITED,

Sender Technology Park

Octave Road

Radiokop

Honeydew

Johannesburg

Date _____

Upon acceptance by Sentech of the Bidder's offer, a contract will come into existence.

SCHEDULE OF DEVIATIONS

Notes:

- 1 The extent of deviations from the Bid documents issued by the Sentech before the Bid closing date is limited to those permitted in terms of the conditions of Bid.
- 2 A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3 Any other matter arises from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4 Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the Contract.

1. **Subject** _____

Details _____

2. **Subject** _____

Details _____

3. **Subject** _____

Details _____

4. **Subject** _____

Details _____

By the duly authorised representatives signing this schedule of deviations, Sentech and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and Sentech during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Contract Data

Part one - Data provided by Sentech given in all contracts

1. The Purchaser is

SENTECH SOC LIMITED,

Sender Technology Park
Octave Road
Radiokop
Honeydew
Johannesburg

2. General

The National Treasury General Conditions of Contract for goods and services (NT GCC, 2010) or General Conditions of Contract for Works (2015) as issued by National Treasury and the Construction Industry Development Board of the Republic of South Africa apply, respectively.

The goods are specified in the Scope of Work. The Special Conditions of Contract (SCC) are stipulated in the Tender Data.

3. Goods information:

The *Goods Information* is in the document called "Scope of Work" and in the documents and drawings referred to by it.

4. Terms of Delivery

The *Terms of Delivery* are contained in the General Conditions of Contract (GCC) and Special Conditions of Contract.

5. Language

The *language* of this contract is English.

6. Governing Laws and Jurisdiction

The Contract shall be governed by and interpreted according to the laws of the Republic of South Africa.

In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

The parties irrevocably submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in respect of any action or proceeding arising from this Bid.

This Bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the SCC are in conflict with the GCC, the SCC shall prevail.

7. Sub-contracting post award

A Bidder awarded a Bid may only enter into a subcontracting arrangement with the approval of Sentech. The successful bidder may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Bidder concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

8. Transformation Plan

A transformation plan is a record of activities an entity intends to undertake to improve its BBBEE Level through Ownership, Management and Control; Skills Development; Enterprise and Supplier Development and Socio-Economic Development.

Sentech reserves the right to request a BBBEE transformation plan with clearly defined timelines and milestones if the recommended bidder does not meet Sentech's transformation goals. These milestones must be achieved over the term of the contract. This transformation plan shall be submitted within 10 working days from the written request, failing which Sentech reserves the right to withdraw its appointment of the preferred recommended Bidder.

9. Warranty

The warranty period is 12 months after Delivery.

10. Payment

The method and conditions of payment are contained in the Tender Data, GCC and SCC.

The interest on late payment is 0 % per complete week of delay.

11. Currency

South African registered businesses that purchase equipment overseas and quote in foreign currency will be required to provide Sentech a 6-month forward cover contract on appointment. The 6 months forward cover will be re-negotiated and renewed every 6 months should the contract term on this tender be longer than 6 months.

12. General - Prices

Unless approval has been obtained from Sentech, no adjustment in contract prices will be made.

Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

13. Price Negotiations

Sentech reserves the right to negotiate market related prices. If market-related prices are not agreed to, Sentech reserves the right to cancel the Bid.

14. Liabilities indemnities and insurance

Insurance is required from the Bidder in respect of delivery and transportation where applicable.

15. Disputes

Should any dispute, disagreement or claim arise between the parties ("the dispute") concerning this Agreement, the parties shall try to resolve the dispute by negotiation. This entails one party inviting the other party to meet and attempt to resolve the dispute within fourteen (14) days from the date of the written invitation.

If the dispute has not been resolved by such negotiation as referred to in this clause above, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") for administered mediation, upon the terms set out by the AFSA secretariat.

Failing such resolution, the dispute shall be resolved by arbitration in accordance with the rules and procedures of AFSA by an arbitrator appointed by AFSA. Where the arbitration route is followed, the dispute must be adjudicated within Johannesburg in the English language and finally resolved in accordance with the rules of AFSA, by an arbitrator or arbitrators appointed by that Foundation.

The provisions of this clause shall not preclude any party from obtaining relief from a Court of competent jurisdiction. To this extent, the Parties hereby consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa. The provisions of this clause shall continue to be binding on the Parties, notwithstanding any termination or cancellation of this Agreement.

16. Termination

Sentech shall have the right, at its sole and exclusive discretion, upon written notice to the Bidder, to terminate this Agreement, in whole or in part should the Bidder fail to perform any of its obligations or deliver any deliverable timeously or should Sentech not be satisfied with the quality of any service/s in terms of this Agreement, to the satisfaction of Sentech.

Sentech shall furthermore have the right, as a result of such termination, to appoint a third party to perform the obligations of the Bidder in terms of the Agreement and the Bidder indemnifies Sentech against all costs incurred by Sentech in appointing such third party to fulfil the obligations of the Bidder.

Sentech shall have the right, at its sole and exclusive discretion, to terminate this Agreement, at any time, upon 30 (thirty) days' written notice to the Bidder.

17. Contract Term

This contract will run for a period of 36 months, starting 20 March 2022 to 19 March 2025.

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.

14. Delay damages

As stipulated in the Special Conditions of Contract.

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

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Installation (All once-off costs)	
<u>TOTAL ONCE-OFF SETUP COSTS</u>	
Monthly cost for 1 Gbit/s IP transit	
Teraco inter-connect costs (x2)	
Any additional cost (if applicable)	
Total 1 Gbit/s monthly cost	
Monthly cost for 2 Gbit/s IP transit	
Monthly cost for 5 Gbit/s IP transit	
Monthly cost for 10 Gbit/s IP transit	
TOTAL	[total = Total 1 Gbit/s monthly cost + monthly cost for 2 Gbit/s + monthly cost for 5 Gbit/s + monthly cost for 10 Gbit/s]

PART C3: SCOPE OF WORK

SENTECH'S GOODS INFORMATION

Appointment of an IP transit service provider to Sentech SOC LTD for a period of three (3) years, starting 20 March 2022 to 19 March 2025.

TECHNICAL REQUIREMENTS

1.1. Glossary of Terms

Abbreviations	Descriptions
BGP-4	Border gateway Protocol version 4
Gbit/s	Gigabit per second (1X10 ⁹ bits per second)
IP	Internet Protocol
IPv4	Internet Protocol version 4
IPv6	Internet Protocol version 6
SLA	Service Level Agreement
SMS	Short Message Service

2. Introduction

Sentech requires an IP transit service provider to on-sell reliable Internet services to internal and external clients.

Sentech will only connect to prospective bidders in the Teraco Data Centers, initially at Isando and later at Cape Town and Durban when required.

3. Requirements

Below is the required minimum specification.

3.1. Mandatory technical requirements

- 3.1.1. Bidders shall physically inter-connect with Sentech at Teraco Data Centre in Isando. Sentech's racks are located at J-DC2-D03 and J_DC9_L01.
- 3.1.2. Bidders shall establish a connection to Sentech by 7 March 2022 for testing purposes, before commencing the service on 20 March 2022.
- 3.1.3. Bidders shall connect to Sentech using dual fibre inter-connect cables, one to each of Sentech's cabinets at Teraco Data Centre Isando for a redundant configuration.
- 3.1.4. Sentech shall connect to the successful bidder using both IPv4 and IPv6. Bidder to provide a minimum of three (3) references of customers connected via IPv6.

Customer connected via IPv6

- 3.1.5. Sentech shall connect to the successful bidder using BGP-4 with authentication.
- 3.1.6. Bidders will provide the required IP transit bandwidth at a 1:1 contention ratio (i.e. uncontended) under normal operation.
- 3.1.7. Sentech shall have the right to upscale or downscale their initial bandwidth of 1 Gbit/s, as business requires, at any time during the duration of the contract.
- 3.1.8. The successful bidder shall provide Sentech with email notifications of all planned maintenance at least 7 days in advance.
- 3.1.9. Bidders shall guarantee service availability of 99,8% or higher per month, with penalties for non-compliance.

3.2. Functional technical requirements

- 3.2.1.** Sentech will give preference to bidders with existing presence at the Teraco Data Centres in Cape Town and Durban. Bidders to provide rack numbers at these locations.
- 3.2.2.** Bidders will provide details of their international connectivity by stating the continent, city and amount of bandwidth for each of their international connections.
- 3.2.3.** Bidders will explain the maximum contention ratios Sentech will experience during fault conditions.
- 3.2.4.** Sentech will initially connect to the successful bidder using optical GigabitEthernet connections, upgradeable to optical 10 GigabitEthernet connections.
- 3.2.5.** The successful bidder will provide a portal accessible via the Internet to Sentech to access the following information:
 - Graph/s showing maximum and average bandwidth utilization;
 - Graph/s showing interface Errors/Discards; and
 - Service availability.

Bidders will provide a URL of the portal as evidence.

- 3.2.6.** The successful bidder shall email a monthly report to netadmin@sentech.co.za containing the following information:
 - Service availability for the month;
 - Maximum bandwidth utilization for the month;
 - Average bandwidth utilization for the month;
 - Number of support calls logged; and
 - Number of support calls resolved.

Bidders will provide a sample report as evidence.

- 3.2.7.** The successful bidder will specify rebates for failing to achieve the required service availability of 99.8% per month at the following rates:
 - 99.7% to <99.8% (1h 22m to 2h9m downtime)
 - 99.5% to <99.7% (2h8m to 3h36m downtime)
 - 96.6666% to <99.5% (3h36m to 1d downtime)
 - Less than 96.6666% (more than 1-day downtime)
- 3.2.8.** The successful bidder will send email and SMS notifications of all outages or unplanned maintenance to Sentech within 2 hours of the incident.

3.3. Information to Bidders

Sentech AS number is 22572 with the following allocated IP address space:

- IPv4 = 66.18.64.0/19
- IPv6 = 2c0f:e9e0::/32