

SENTECH (SOC) LTD

CIVIL, MECHANICAL AND ELECTRICAL ENGINEERING

CMEE REFERENCE: - JOHANNESBURG OC / BRIXTON TOWER / HEAT EXCHANGER / 2024

FABRICATION, DELIVERY AND INSTALLATION OF THE HEAT EXCHANGER FRAME, COMPLETE WITH ALL NECESSARY ACCESSORIES AT SENTECH BRIXTON TOWER SITE.

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DOCUMENT A : QUOTATION CONDITIONS

1. SUBMISSION PROCEDURE

Quotations are to be made out on the quotation form attached hereto which must be completed and signed together with the other attached forms to be completed by the Quoter and the entire document, priced and completed in all respects, must be enclosed in a sealed envelope endorsed on the outside with the Quotation No.

2. ACCEPTANCE AT SENTECH'S DISCRETION

Sentech does not undertake to accept the lowest or any quotation nor to give any reason for the rejection of a quotation, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Quoter in the preparation and delivery of this quotation.

3. VALIDITY OF QUOTATIONS

Quotations are to be valid for a period of sixty (60) days after the closing date for receipt of quotations.

4. QUOTATION DISQUALIFICATION / CONTRACT CANCELLATION

If the Quoter or any person acting on his behalf should approach a representative of Sentech or any other person with the intention of influencing the award of the Contract in the Quoter's favour, Sentech, having satisfied itself of the above, may reject the quotation or cancel a concluded Contract.

Sentech reserves the right at its discretion to disqualify the quotation of any Quoter who has not conformed with these Quotation Conditions.

5. ALL-INCLUSIVE QUOTATION

The Quoter shall allow in his Quotation Price for all site establishments, overhead costs, labor, materials, transport costs, constructional plant, VAT, and everything else required to execute the Contract Works in accordance with the quotation document i.e. the Quoter shall submit an all-inclusive quotation.

6. METHOD OF QUOTING

The Quoter shall base his quotation on the Scope of Works, Technical Specifications and/or Drawings supplied and on information gathered on site at the quoter's compulsory site inspection.

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DOCUMENT B: GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

- 1.1 "Contract" means the fully completed and signed Form of Agreement included in this document accepted by Sentech in writing. This quotation accepted by Sentech in writing constitutes a binding Contract between Sentech and the Quoter and shall be deemed for all purposes to be the Contract Agreement.
- 1.2 "Sentech" or "Employer" means Sentech.
- 1.3 "Quoter" means the person or persons, partnership, firm or company who/which submits a bone fide quotation for the works specified in the Contract.
- 1.4 "Contract Works" means all the work contracted to be done by the Contractor in terms of the Contract.
- 1.5 "Contractor" means the Quoter whose quotation for the Contract Works has been accepted by Sentech and includes the Contractor's legal representative, successors and assigns.
- 1.6 "Quotation Price" means the amount stated in the Form of Agreement for which the Quoter offers to complete and maintain the Contract Works.
- 1.7 "Letter of Acceptance" means the written advice from Sentech to the successful Quoter advising him that his quotation had been accepted and stating the Contract Price for which his quotation had been accepted.
- 1.8 "Site" means the road or ground or any other place on which or over which the Contract Works are to be executed and shall include any off-loading, storage and/or stacking sites.
- 1.9 "Specification" means the technical specification included in the Contract.
- 1.10 "Drawings" means and includes all working drawings and/or sketches relative to the Contract that may from time to time be issued by Sentech to the Contractor.
- 1.11 "Practical Completion" means the date stipulated in the Contract for completion of the Contract Works on which a list of remedial items will be compiled for completion by the Contractor within an agreed specified period.
- 1.12 "Final Completion" means the date on which the list of remedial items compiled at Practical Completion has been completed to the satisfaction of Sentech.

2.0 PROGRAM

The Contractor is required to submit a Contract Works program to Sentech within two (2) days of receiving the Letter of Acceptance from Sentech, detailing the following information: -

- a) Commencement date of the Contract Works
- b) Practical Completion and Final Completion dates of the Contract Works

3.0 MONTHLY PAYMENTS

Sentech Finance Department will effect payment to the Contractor according to terms stipulated on the invoice submitted in the absence of which payment will be made within thirty days of receiving a tax invoice from the Contractor.

4.0 RESPONSIBILITY FOR CONTRACT WORKS

The Contractor shall be responsible for the proper protection of the Contract Works and shall make good all losses, damage or injuries thereto, howsoever caused, and shall re-instate the Contract Works in all respects at his own expense up to the time of Final Completion of the Contract Works.

5.0 INJURY OR DAMAGE TO PERSONS OR PROPERTY

- 5.1 The Contractor shall take all precautions necessary for the protection of life and property on or about or in connection with the Contract Works as well as anywhere upon Sentech's property until the Final Completion of the Contract Works and the Contractor shall hand over the Contract Works in a safe condition.

The Contractor shall be deemed to have indemnified Sentech as he hereby does indemnify it against injury or damage to any person or to any property of Sentech or of others occurring prior to the Final Completion of the Contract Works, or occurring owing to the Contract Works being handed over in an unsafe condition. The Contractor further indemnifies Sentech against all actions, suits, demands costs or expenses arising in connection with such injury or damage referred to above, either at common law or under the, or any amendment thereto.

- 5.2 The Contractor shall report any and every accident occurring on the site within twenty-four hours of its occurrence and shall furnish Sentech with a written report if required.

- 5.3 The Contractor shall at all times supervise and exercise control over all his employees and shall be held responsible for any damage caused by his employees to private or public property.

6.0 NOTICES TO THE CONTRACTOR

All instructions, directions and notices from Sentech to the Contractor and vice versa concerning the Contract, as the case may be, shall be conveyed in writing by fax or by hand to the Contractor.

7.0 ORAL AGREEMENTS

No oral instruction, objection, claim or notice by any party to others shall affect or modify any of the terms, conditions and obligations contained in the Contract document, and none of the specifications of the Contract document shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof by Sentech in writing.

8.0 CONTRACT WORKS AREA

The Contractor shall confine his activities to the Contract Works site, his campsite and access route to these sites. Furthermore, the location of his campsite, including the housing of temporary structures and materials and equipment storage area, must be approved of by Sentech's area representative.

9.0 UTILITIES TO BE PROVIDED BY THE CONTRACTOR / SENTECH

It is the responsibility of the Contractor, for the duration of the Contract Works, to make provision for the following temporary utilities on site, to remove such facilities and to make good the site/s on which the temporary utilities were erected.

- a) Electricity draw-off points required for execution of the Contract Works, will be supplied by the Contractor.
- b) Portable water required for execution of the Contract will be supplied by the Contractor.
- c) All temporary latrines must be supplied by the Contractor.
- d) No accommodation nor site telephone nor any other form of communication is available on site. Contractor to provide for these facilities.

10.0 PREVENTION OF FIRES

- 10.1 No fires shall be made on Sentech property.
- 10.2 No welding operations shall be carried out inside Sentech transmitter buildings without the express permission of Sentech's local representative, in writing.
- 10.3 All gates on access roads to Sentech transmitter buildings shall be kept closed at all times. The contractor shall be held liable for damage, loss or injury to persons or property, resulting from non-compliance with this requirement.

- 11.0 All work executed on site in terms of this contract shall, over and above compliance with the OSH Act, comply with all relevant SABS Standards and be done in accordance with accepted good engineering practice.

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DOCUMENT C: FORMS TO BE COMPLETED BY QUOTER

<u>INDEX TO DOCUMENT C:</u>			<u>PAGE</u>
FORM 1	:	CERTIFICATE OF AUTHORITY FOR SIGNATORY/SIGNATORIES	7
FORM 2	:	CERTIFICATE OF QUOTER'S SITE VISIT	8
FORM 3	:	CERTIFICATE OF NON-COLLUSIVE TENDER	9
FORM 4	:	OCCUPATIONAL HEALTH AND SAFETY CLAUSE	10
<u>NOTE</u>	:	(1) THESE FORMS MUST BE COMPLETED USING BLACK INK.	
	:	(2) FAILURE BY THE QUOTER TO COMPLETE AND SIGN ALL FORM NUMBERS 1-4 INCLUSIVE MAY CAUSE HIS QUOTATION TO BE REJECTED.	

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1.0 CERTIFICATE OF AUTHORITY FOR SIGNATORY/SIGNATORIES

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated. An example is shown below:

"By resolution of the Board of Directors at a meeting on2024.....

At.....

Mr.

Whose signature appears below, has been duly authorized to sign all documents in connection with this
CMEE Reference no and Contract no: JOHANNESBURG OC / BRIXTON TOWER / HEAT EXCHANGER / 2024

On behalf of (block capitals)

.....

SIGNED ON BEHALF OF COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY/SIGNATORIES:

.....

.....

WITNESSES: 1.

2.

SENTECH (SOC) LTD

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3.0 : CERTIFICATE OF NON-COLLUSIVE QUOTATION

=====

I/We certify that this is a bona fide quotation.

I/We also certify that I/we have not done, and I/we undertake that I/we shall not do any of the following acts at any time before the quotation closing hour and date.

- a) Fixed or adjusted the quotation price by, or under, or in accordance with any agreement or arrangement with any other person;
- b) communicated to a person other than the person calling for these quotations, the quotation price or approximate quotation price, except where the confidential disclosure of the approximate quotation price was necessary to obtain insurance premium quotations required for the preparation of the quotation;
- c) caused or induces any other person to communicate to me/us the quotation price or approximate quotation price of any rival Quoter on this contract;
- d) entered into any agreement or arrangement with any other person to the effect that he will refrain from quoting for this contract, or as to the quotation price to be submitted or the condition on which a quotation is submitted nor caused or induced any other person to quotation into any such agreement or arrangement;
- e) offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any quotation of proposed quotation for this contract, any act or thing of the sort described above.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF QUOTER

SENTECH (SOC) LTD

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OCCUPATIONAL HEALTH AND SAFETY ACT CLAUSE

1. PREAMBLE

A. WHEREAS Sentech required the execution of the following:

FABRICATION, DELIVERY AND INSTALLATION OF THE HEAT EXCHANGER FRAME, COMPLETE WITH ALL NECESSARY ACCESSORIES AT SENTECH BRIXTON TOWER SITE.

("The work")

B. AND WHEREAS the contractor undertakes to carry out the work;

C. AND WHEREAS Sentech and the contractor have agreed to regulate the arrangements and procedures relating to occupational health and safety in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 ("the Act"), and the regulations thereto and wish to record their agreement in writing –

2. HEALTH AND SAFETY

Refer to attachment for safety file requirements:

- 2.1 The contractor undertakes to ensure that he and/or his respective employees, will at all times comply with the requirements of the Act and the Regulations thereto.
- 2.2 The contractor undertakes to acquaint all his employees with all relevant provisions of the Act and the Regulations thereto.
- 2.3 The contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolve Sentech from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions relating to the work.
- 2.4 The contractor shall assume the responsibility in terms of Section 16(1) of the Act. If the contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to Sentech.
- 2.5 The contractor shall appoint competent employees who shall be trained on any occupational health and safety aspect pertinent to them or to the work that is to be performed.
- 2.6 The contractor undertakes to ensure that safe work practices shall be enforced and all employees of the contractor shall be made conversant with the content of these practices.
- 2.7 No unsafe equipment, machinery and/or articles shall be used on Sentech's premises.

OCCUPATIONAL HEALTH SAFETY AND ENVIRONMENTAL PROJECT FILE

PROJECT NAME : JOHANNESBURG OC / BRIXTON TOWER / HEAT EXCHANGER / 2024

INDEX

1. Occupational Health Safety Environmental Policy
2. Legal appointments
 - a. 16 1 Appointee – CEO/MD/GM
 - b. CR 8.1. – Site Manager - Competency proof
 - c. CR 9.1 – Risk Assessor – Training proof
 - d. CR 23.1.d.(i) – Construction vehicle Operator – Competency proof
 - e. CR 24(e) – Electrical installation & machinery on construction site – proof of competency
 - f. CR 29 – Fire Fighter & equipment Inspector – Training proof
 - g. GAR 9.2 – Incident Investigator – Training proof
 - h. GSR 3.4 – First Aider – Training proof
3. Training records supporting most legal appointments above
4. Scope of operation
5. Operator's medical fitness certificate – done by OMP
6. Section 37 Agreement – signed
7. Public liability insurance valid
8. Valid letter of good standing
9. Safety plan including the following:
 - a. Risk Assessment indicate assessment criteria
 - b. Loading / offloading & installation methodology or SOP
 - c. Logout / Tagout electrical connection checklist / methodology
 - d. Checklist
 - i. Portable electrical tools
 - ii. Hoist & lifting equipments at the site or Truck or Jib lifting unit – attach load test certificate
 - iii. Slings (DRM 18) - attach load test certificate
 - iv. Hand tools
 - v. Loco or construction vehicle – trucks, mobile crane/plant etc.
 - vi. PPE
10. Emergency plan including:
 - a. First Aid box with standard contents
 - b. IOD reporting procedure or routing diagram
 - c. IOD forms WCL1 or 2 or Annexure 1
 - d. Incident Investigation procedure and forms
 - e. Emergency numbers
11. Induction & Toolbox Talks with registers and minutes template
12. Waste disposal plan e.g.wood material, hazardous chemical substances, cable etc

3. GENERAL

The contractor shall comply with and carry out the following requirements:

- 3.1 Discipline regarding occupational health and safety shall be strictly enforced.
- 3.2 Personal protective equipment shall be issued as required and worn by employee's at all material times.
- 3.3 The contractor shall advise Sentech of any hazardous or potentially hazardous situation that may arise from the work being performed by him.
- 3.4 The contractor agrees that any duly authorized officials of Sentech shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the contractor has complied with his undertakings as set out more fully in clause 2 above, which steps may include, but will not be limited to, the right to inspect the site or premises occupied by the contractor, or to inspect any appropriate records held by the contractor.
- 3.5 The contractor shall be obliged to report forthwith to Sentech any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and the Regulations, pursuant to the work being performed, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- 3.6 Sentech hereby obtains an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Act into any incident/accident involving the contractor and/or his employees.
- 3.7 All work performed on Sentech's premises must be performed under the supervision of the contractor's supervisory staff who are trained to understand hazards associated with the work being performed on the premises.

4. WARRANTIES AND INDEMNITY

- 4.1 The contractor warrants that all his employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993, which cover shall remain in force whilst any such employees are in his employ or for the duration of this agreement, whichever period is the longest.
- 4.2 The contractor warrants that he is in possession of the following insurance cover, which shall remain in force whilst he and/or his employees are present on Sentech's premises, or which shall remain in force for the duration of his contractual relationship with Sentech, whichever period is the longest:
 - 4.2.1 Public liability insurance cover;

4.2.2 Any other insurance cover that will adequately make provision for any possible losses and/or claims arising out of the contractor's and/or his employee's acts and/or omissions.

4.3 The contractor shall indemnify Sentech and keep it indemnified whilst he and/or his employees are present on Sentech's premises, or for the duration of his contractual relationship with Sentech, whichever period is the longest, against all losses and claims for injuries or damage, howsoever caused, to any person or property whatsoever, which may arise out of or about the work being performed on any of Sentech's premises.

4.4 The Contractor shall indemnify Sentech and hold it harmless whilst the Contractor/its employees are in possession of or utilizing a vehicle/vehicle belonging to Sentech. The contractor and/its employee's liability under this indemnity will be of force and effect for the duration of the contractor's contractual relationship with Sentech. The contractor shall indemnify Sentech and hold it harmless against all losses, claims for injuries or damage, which the contractor or its employees may sustain because of or about the use of or possession of Sentech's vehicle/vehicles.

4.5 INTEGRATION WITH MAIN AGREEMENT

This agreement forms an integral part of the main agreement entered by the parties under Contract No. **JOHANNESBURG OC / BRIXTON TOWER / HEAT EXCHANGER / 2024** and if not complied with by the contractor, may be construed as a material breach of the main agreement.

THUS DONE AND SIGNED at _____ **on this** _____

Day of _____ **2024.**

For and on behalf of SENTECH (SOC) LTD
(He being duly authorized thereto)

AS WITNESSES:

1. _____

2. _____

THUS DONE AND SIGNED at _____ **on this** _____

Day of _____ **2024.**

For and on behalf of the contractor
(He being duly authorized thereto)

AS WITNESSES:

1. _____

2. _____

Private Bag X06
Honeydew
2040
Enquiries
Tel: (011) 471 4700
.....@sentech.co.za

**BRIXTON TOWER, JOHANNESBURG OC,
SENTECH SITE**

SCOPE OF WORK, JUNE 2024

**FABRICATION, DELIVERY AND INSTALLATION OF THE HEAT EXCHANGER FRAME,
COMPLETE WITH ALL NECESSARY ACCESSORIES AT SENTECH BRIXTON TOWER SITE.**

1. SITE LOCATION

Brixton Tower (T97) Sentech Site, Johannesburg OC.

2. COMPULSORY SITE INSPECTION

Compulsory site inspection will be conducted.

3. SCOPE OF WORK

3.1. FABRICATE, DELIVER AND INSTALL THE HEAT EXCHANGER FRAME

- a. Reference to Drawing No. Master - 002.
- b. Contractor MUST allow to bring their own tools and equipment for the installation of the frame.
- c. Contractor shall provide works program before commencement of works.
- d. The quotation should be for the fabrication, delivery and installation of the heat exchanger frame including all necessary accessories for a complete installation.

- e. Supply and install the ice screen frame as required as per the drawing.
- f. Supply and install all OL1000 Unistrut as required as per the drawing.
- g. Supply and install the brackets as required as per the drawing.
- h. Supply and install all bolts, washers, end caps and nuts as required as per the drawing.
- i. The frame should be made out of hot dipped galvanised for protection against corrosion and decay. Touch up is required with cold galvanising where material have to be cut or drilled on site.
- j. The frame must be able to carry 2 off heat exchangers with the weight of +/- 300kg each.
- k. The Contractor to enforce any precautionary measures required to ensure the work is safe and protected.
- l. All holes needed for the assembling of the frame must be predrilled.
- m. The Contractor shall provide warranties and installation guarantees upon completion of the project. Minimum 12 months warranty.
- n. The Contractor is responsible for all the temporary power as required, to complete the works (e.g. generator).
- o. The Contractor shall provide for all required protection and if applicable covering of any existing work completed by others.
- p. The Contractor shall provide the workshop drawings and specification before commencement of works.
- q. Remove all building materials and rubble from site if any.

4. COMMISSIONING

- a. On completion of the entire installation, tenderer shall test the sturdiness of the frame

5. HEALTH AND SAFETY FILE

Tenderers must make allowance for the compilation and submission for approval by Sentech, a Health and Safety File for the fabrication of the heat exchanger frame at Sentech Head Office .The guideline Safety File requirements are indicated below.

The OHS Files would need to be approved by Sentech prior to site works.

OCCUPATIONAL HEALTH SAFETY AND ENVIRONMENTAL PROJECT FILE

PROJECT NAME

FABRICATION, DELIVERY AND INSTALLATION OF THE HEAT EXCHANGER FRAME, COMPLETE WITH ALL NECESSARY ACCESSORIES AT SENTECH BRIXTON TOWER SITE.

INDEX

1. Occupational Health Safety Environmental Policy
2. Legal appointments
 - a. 16 1 Appointee – CEO/MD/GM
 - b. 16 2 or CR6.1 Appointee – Most Snr. personnel onsite
 - c. CR 7.1 – Risk Assessor – proof of training
 - d. CR8.1 – fall protection planner – proof of competence
 - e. GAR 9.2 – Incident Investigator - proof of training
 - f. EMR 9.4 –Electrical portable tools inspector
 - g. GSR 3.4 – First Aider - proof of training
 - h. CR 27 – Fire Fighter & equipment Inspector - proof of training
3. Training Records supporting most legal Appointments above
4. Scope of Operation
5. Section 37.2 Agreement
6. Public Liability Insurance
7. Letter of Good Standing
8. Safety plan including the following:
 - a. Risk Assessment indicate assessment criteria
 - b. Fall protection plan i.e. ladder or scaffold, whichever most applicable method.
 - c. Checklist
 - i. Portable Electrical Tools
 - ii. Hand tools
 - iii. Ladders –A frame
 - iv. Scaffold
 - v. PPE
9. Emergency plan including:
 - a. First Aid box with standard contents
 - b. IOD reporting procedure or routing diagram
 - c. IOD forms WCL1 or 2
 - d. Incident Investigation procedure and forms
 - e. Emergency numbers
10. Induction and Toolbox Talks with registers and minutes template
11. Waste disposal plan e.g. wooden material, cable wires, steel material etc.

6. PRICING SCHEDULE

Brixton Tower (T97), Johannesburg Operation Centre.

Item	Bill of Quantities				
	Description	Unit	Quantity	Rate	Total
1	Installation				
1.1	Fabrication and delivery of the galvanised steel frame including all materials for the heat exchanger as per drawing no. Master – 002.	No	1		
1.2	Supply and delivery of all accessories as per drawing no. Master – 002 for a complete installation.	No	1		
1.3	Installation of the heat exchanger frame on site, complete with all accessories.	No	1		
1.4	Allowance for travelling to site.	Sum	1		
1.5	Any other items deemed necessary for the successful completion of the project. Name them:				
	(i)				
	(ii)				
	(iii)				
	(iv)				
	(v)				
2	Commissioning				
2.1	Testing of the heat exchanger frame.	Sum	1		
3	Administration				
3.1	Occupational Health and Safety File	Sum	1		
3.2	Allowance for submission of administration documents (e.g. works program, reports, workshop drawing, hand-over data file, etc.)	Sum	1		
	Sub-Total				
	Vat @ 15%				
	TOTAL COST OF INSTALLATION				

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NECESSARY ACCESSORIES AT SENTECH BRIXTON TOWER SITE.

DOCUMENT E

FORM OF AGREEMENT

SENTECH (SOC) LTD
Sender Technology Park
Radiokop
Honeydew

Sirs,

1. Having examined all the Documents as listed in the Contents to this quotation Enquiry on Page 2 of this document as well as any addenda subsequently issued, I/we the undersigned submit herewith our Contract Price, based on the scheduled rates submitted, for the execution of the Contract Works in accordance with the provisions of this Quotation Enquiry for the sum of :

.....
..... (R.....).

Priced bill of quantities to be attached.

2. I/We acknowledge that all the certificates and forms included in this document for completion by the Quoter have been fully completed by me/us and form part of my/our quotation.
3. If my/our Quotation Price is accepted by Sentech, this Form of Agreement, together with the Letter of Acceptance from Sentech shall constitute a binding Contract between us and shall be deemed for all purposes to be the Contract Agreement.
3. I/We understand that you are not bound to accept the lowest or any quotation you may receive.
4. I/We choose domicilium et executandi at

.....
.....
In the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF QUOTER:.....

NAME OF SIGNATORY (IN CAPITALS):

DATED THIS DAY OF 2024.....

ON BEHALF OF:

ADDRESS:

TEL. NO. :

WITNESS 1 :

SIGNATURE:

NAME (IN CAPITALS):

WITNESS 2:

SIGNATURE:

NAME (IN CAPITALS):