

**Appointment of Service Providers onto a Panel for the
Supply and Delivery of Fuel and Oil to various Sentech
Sites for a period of three (3) years, on an “as and
when” required basis. – Tender Ref: SENT/025/202-25**

Made and entered into between

SENTECH SOC LIMITED

Registration Number: 1990/001791/30

(“Sentech”)

and

NAME OF SERVICE PROVIDER

Registration Number: _____

(“the Service Provider”)

(Jointly referred to as the “Parties”)

1 INTERPRETATION

1.1. The headings to the clauses of this Agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation hereof.

1.2. Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

1.2.1. “Agreement” means the terms and condition contained in this agreement and any/all annexures hereto from time to time;

1.2.2. “Commencement Date” means _____

1.2.3. “**Data**” means any data, including personal information as defined in the Protection of Personal Information Act 4 of 2013, including personal information which is stored, encrypted, decrypted, collected, collated, accessed, recovered, retained or processed by the Service Provider on behalf of Sentech, irrespective of media or form;

1.2.4. “**Parties**” means Sentech and the Service Provider, and “party” shall mean either one of the parties or a combination of them as the context may indicate;

1.2.5. “**Service Provider**” means _____, a company, duly registered and incorporated in accordance with the laws of the Republic of South Africa with registration number _____;

1.2.6. “**Sentech**” means Sentech SOC Limited, a company with limited liability duly registered and incorporated in accordance with the laws of the Republic of South Africa, having its registered office at Octave Street, Radiokop, Roodepoort, with Registration Number _____;

1.2.7. “**Services**” means the duties and responsibilities more fully described in clause 5 of this Agreement and in Annexure “A” hereto;

1.2.8. “**Service Fees**” means the fees more fully described in clause 7 below;

1.2.9. “**Signature Date**” means the date of signature of this Agreement by the party signing last in time by a person duly authorized to do so;

1.2.10. **“VAT” means** Value Added Tax as levied in accordance with the Value Added Tax Act 89 of 1991, as amended.

2 INTRODUCTION

2.1 Sentech requires the Services from the Service Provider in respect of, inter alia, to _____ of Sentech, as more fully described in clause 5 below and in Annexure “A” hereto.

2.2 The Service Provider is willing to provide the Services to Sentech based on the terms and conditions contained herein.

2.3 The Parties require that the terms and conditions of their agreement be reduced to writing and signed by them before the same shall be or become binding upon them.

3 APPOINTMENT

3.1 Sentech hereby appoints the Service Provider onto a panel of pre-qualified service providers with effect from the Commencement Date to provide the Services and the Service Provider hereby accepts such appointment.

3.2 Sentech does not guarantee any work allocation to the Service Provider appointed onto the panel neither does this appointment commit Sentech to any quantum of work to the Service Provider.

3.3 The Service Provider shall perform those duties and render the Services more fully described in clause 5 below and in Annexure “A” hereto, in a proper, diligent and satisfactory manner and, at all times, having regard to the requirements and directions of Sentech.

3.4 The Service Provider shall devote its time and attention to the affairs of Sentech as necessary to enable it to comply with its contractual obligations hereunder.

4 TERM

4.1 The appointment of the Service Provider shall commence on the Commencement Date and shall endure for a period of _____ thereafter.

4.2 Notwithstanding the afore-going, Sentech shall be entitled to terminate the Agreement upon 30 (thirty) days' written notice to the Service Provider without any liability of any nature whatsoever to the Service Provider.

5 SERVICES

5.1 The duties of the Service Provider shall, inter alia, be to _____ as more fully described in Annexure "A" hereto, as and when required.

5.2 In performing the Services established for this panel, the Service Provider undertakes to:

- 5.2.1 timeously respond to the Request for Quotations / Proposals issued;
- 5.2.2 attend site inspections when required to do so;
- 5.2.3 timeously mobilize resources to perform work within a stipulated period;
- 5.2.4 not collude with other service providers in the panel in responding to Sentech's requirements;
- 5.2.5 where possible, obtain local labour as shall be determined by the location of the site where the Services shall be rendered;
- 5.2.6 at all times carry out its duties and obligations in terms of this Agreement in a competent and professional manner;
- 5.2.7 at all times act with the utmost good faith towards Sentech and to promptly and punctually carry out and perform all its duties and obligations in accordance with the provisions of this Agreement;
- 5.2.8 adhere to all Sentech's rules and regulations whilst on the sites.

- 5.3 The Service rendered by the employees of the Service Provider must be rendered under competent supervision provided by the Service Provider.
- 5.4 The Service Provider shall guarantee that the Service shall be rendered and executed in a professional manner in accordance with the job description as provided by Sentech.
- 5.5 The Service Provider shall guarantee that its personnel shall have the expertise to execute their functions properly.
- 5.6 The Service Provider is not entitled to cede any of its rights or delegate any of its obligations under this Agreement without Sentech's prior written consent.
- 5.7 The Service Provider shall not be entitled to appoint any sub-contractor/s without Sentech's prior written consent. Notwithstanding the appointment by the Service Provider of any sub-contractor/s, the Service Provider shall remain liable for the fulfillment of all its obligations in terms of this Agreement.

6 RIGHTS OF SENTECH

Sentech reserves the right to:

- 6.1 Go outside the panel to source services that cannot be sufficiently fulfilled within the panel;
- 6.2 Approach other service provider's if there are no responses from the service providers on the panel;
- 6.3 Remove a service provider from the panel if the service provider's performance is unsatisfactory or if the service provider does not respond to Sentech's Requests for Quotations for more than three consecutive occasions;
- 6.4 Refrain from using the under-performing service provider for a period not exceeding twenty (24) months;

- 6.5 List a defaulting service provider on the National Treasury Database of prohibited suppliers;
- 6.6 Regularly update the panel through an open tender process;
- 6.7 Negotiate prices received, and
- 6.8 If required, rotate service providers to afford all service providers an opportunity to provide services to Sentech.

7 SENTECH'S DUTIES

- 7.1 Sentech shall make payment to the Service Provider in terms of clause 8 below.

8 SERVICE FEES AND PAYMENT

- 8.1 Prices shall be on a quotation basis. When Sentech wishes to acquire any of the Goods listed in Annexure A hereto, Sentech shall request the Service Provider to provide a quotation for the cost thereof, which quotation will be valid for a period of 30 days from the date of the quotation.
- 8.2 Payment shall be made to the Service Provider into the following Bank account:
 - Account name:
 - Bank :
 - Account number:
 - Branch code :
- 8.3 Nothing precludes Sentech from withholding payment on any invoice if Sentech, in its sole and absolute discretion, is of the reasonable opinion that the Service Provider has not satisfactorily performed in accordance with its obligations in terms of this Agreement.

9 INDEMNITY

- 9.1 The Service Provider indemnifies and holds Sentech harmless against all liability, damage, obligation, responsibility, cost and expenditure of any nature which may arise out of this Agreement and/ or the use of Sentech's facilities; as well as for any physical damage to the Service Provider's property. Sentech shall not be liable for any damage to the property of the Service Provider which may be caused by its employees, agents, contractors, subcontractors, vehicles and/or activities of Sentech, excluding damage as a result of willful and/or negligent action. However, any such damage shall be reported to Sentech in writing within 48 (forty-eight) hours, of having knowledge of such damage.
- 9.2 The Service Provider shall indemnify Sentech and keep Sentech indemnified whilst it and/ or its employees are present on the Sentech's premises, or for the duration of this agreement with Sentech, whichever period is the longest, against all losses and claims for injuries or damage, of any nature and howsoever caused, to any person or property whatsoever, which may arise out of or in connection with the Services being performed by the Service Provider.

10 CONFIDENTIALITY

- 10.1 The Service Provider shall keep confidential and not use directly or indirectly, at any time during or after termination of this Agreement disclose or divulge to any person (save and except insofar as may be required by law):
- 10.1.1 any written instructions, drawings, notes, memoranda, data, discs or records (the "documents") relating to Sentech's business and affairs which are made by the Service Provider or which come into its possession during the currency of this Agreement. Any such documents shall be deemed to be the property of Sentech and shall be surrendered to Sentech in the event of the termination of this Agreement by Sentech, and the Service Provider will not retain any copies thereof or extracts therefrom.

11 TERMINATION

11.1 Sentech may immediately, and within its sole discretion terminate this Agreement at any time, by providing written notice to the Service Provider if:

11.1.1 it is not satisfied with the quality of any of the Services;

11.1.2 the Service Provider becomes insolvent, or guilty of fraud or dishonesty, willful default, negligence or incompetence;

11.1.3 there is a change in Sentech's strategic direction,

11.1.4 circumstances exist justifying such termination at the sole and absolute discretion of Sentech including due to operational requirements.

12 DOMICILIUM CITANDI ET EXECUTANDI

12.1 The Parties hereto respectively choose *domicilium citandi et executandi* ("domicilium") for all purposes of and in connection with this Agreement as follows:

SENTECH

Octave Street,
Radiokop Ext. 3
Honeydew
Private Bag X06
Honeydew, 2040

Fax: 086 743 1794

Attention:

Executive: Legal and Regulatory

AND

The Service Provider

Tel: _____

Fax: _____

Email: _____

12.2 Any notice given by either party to the other shall be deemed to be received by the addressee:

12.2.1 on the date on which the same was delivered to the addressee's *domicilium*, if delivered by hand (unless proven otherwise); or

12.2.1 on the date on which the same was despatched by facsimile transmission at the addressee's *domicilium* (unless proven otherwise).

12.2.2 Any party hereto may change a *domicilium* referred to above to any address within the Republic of South Africa by giving written notice to that effect to the other party hereto.

12.2.3 The Parties hereto shall be entitled to change their *domiciliumi* from time to time provided that any new *domicilium* selected by them shall be situated in the Republic of South Africa and any such change shall only be effective upon receipt of notice in writing by the other party.

13 DATA PRIVACY AND PROTECTION

13.1 The Service Provider acknowledges that in providing the Services to Sentech, the Service Provider may be exposed to Sentech's Data, including Data of any of Sentech's clients and/or other third parties.

13.2 The Parties specifically record that all Data provided by Sentech to the Service Provider, or to which the Service Provider may be exposed, shall constitute Confidential Information and as such, the Service Provider shall comply with all the provisions of clause 10 with regard to such Data.

13.3 The Service Provider hereby warrants in favour of Sentech that it shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of the Sentech's Data protection policies and procedures, as may be updated from time to time, and any further requirements of which Sentech may, from time to time, advise the Service Provider in writing, or which may be required by legislation, regulation or any relevant industry body, whether within the Republic of South Africa or elsewhere in the world.

- 13.4 The Service Provider hereby warrants and undertakes that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than with the express prior written consent of Sentech, and to the extent necessary to provide the Services to Sentech. All data and software, including Sentech Data, provided by Sentech or accessed (or accessible) by Service Provider Staff members shall be used by such Staff members only in connection with the provision of the Services and shall not be commercially exploited by the Service Provider in any manner whatsoever.
- 13.5 The Service Provider further warrants that it shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which Data is copied, compiled, collected, collated, processed, mined, stored, transmitted, altered or deleted or otherwise used as part of providing the Services, shall at all times be of a minimum standard required by law and further be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.
- 13.6 The Service Provider indemnifies and holds harmless Sentech for any loss, whether direct or indirect, arising out of a failure to process any Sentech Data in accordance with the applicable laws.

14 WHOLE AGREEMENT

- 14.1 This Agreement constitutes the whole Agreement between the Parties as to the subject matter of this Agreement and no agreements; representations or warranties between the Parties other than those set out herein will be binding on the Parties.

15 VARIATION

- 15.1 This agreement, including this clause, cannot be varied, added to, or cancelled by agreement otherwise than by means of a further written and signed agreement between the parties.

16 RELAXATION

16.1 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by either Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver of, or otherwise affect any of that Party's rights arising from this Agreement.

EXECUTION:

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 201_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**DULY AUTHORISED FOR AND
ON BEHALF OF SENTECH SOC LIMITED**

NAME: **ZUNAID ADAMS**

DESIGNATION: EXECUTIVE: LEGAL AND REGULATORY

WITNESSES

1. _____
2. _____

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 201_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**DULY AUTHORISED FOR AND
ON BEHALF OF _____**

NAME: _____

DESIGNATION: _____

WITNESSES

1. _____
2. _____

ANNEXURE A

DESCRIPTION OF SERVICES

Scope of Work

1. Purpose

Appointment of Service Providers onto a Panel for the Supply and Delivery of Fuel and oil to various Sentech Sites for a period of three (3) years, on an “as and when” required basis.

2. Background

Sentech is a state-owned company and is the largest broadcasting signal distributor in South Africa. Sentech is a licensed Electronic Communications Network Service provider in South Africa. It currently operates many telecommunication networks for Satellite, Television, Radio, Internet and more. As such, Sentech is a global enabler of broadcasting and digital content delivery.

Sentech has a need for fuel for its generators situated in several sites as annexed herein. The suppliers must be licensed as fuel distributor of fuel and oil by the Department of Minerals and energy. They must also have a physical presence in or around one or more of the sites annexed. Bidders without Physical Presence at least at a provincial level will not be considered in the bid. Bidders must;

- Present driver's license with Valid PDP before contracting.
- Provide Proof of Vehicle Registration for Transportation of fuel with delivery capacity of Minimum 1000 L.
- The delivery Vehicle must have a fuel dispensing metre(counter) to indicate the delivered litres.
- Demonstrate the ability to deliver in all sites selected.
- Be able to deliver to our tanks in various sites, retain a copy of proof of delivery and leave the original proof of delivery in a specific site.
- Invoice for fuel delivered (no advance payments will be allowed)
- Deliver fuel timeously and according to the purchase order.
- Supplier must have a valid public liability insurance.

3. Applicable legislative framework

The distributors of fuel must familiarize themselves with the following legislative pieces to ensure compliance and ethical practices for the tenure of the contract

- South African Constitution
- Public Finance and Management Act (PFMA), National Treasury Regulations,
- any other relevant legislation applicable to the Public entity schedule 3B.
- Preferential Procurement Policy Framework Act (PPPFA)
- Broad – Based Black Economic Empowerment Act (B-BBEE Act)
- Supply Chain Policies and Procedures.

4. Scope of work

The distributors of fuel will distribute fuel in towns and cities in the provinces they select on the schedule attached. The delivery timelines must not exceed 72 hours or a period of three days.

Bidders must be able to deliver to our sites within the timeframe.

Fuel Type	Grade
Diesel	50ppm, 500ppm
Engine Oil	All variations

5. Fuel Tanks

Sentech's fuel tanks comply with the Health and Safety Standards as established in the Health and Safety Act 85 of 1993. Suppliers must be able to deliver to our tanks located in different sites. Sentech is not obliged to comply with the terms and conditions of suppliers.

6. BRIEFING SESSION AND QUERIES

- 📌 There will be a non-compulsory briefing session for this tender. Bidders are requested to attend the briefing session on the dates specified.
- 📌 Bidders are encouraged to also send the questions to Sentech by e-mail to tendera@sentech.co.za. Queries must be received at least 7 days before the tender closing.
- 📌 All queries received will be shared publicly

7. BIDDER INFORMATION

Bidders are required to submit responsive bids by completing all the prices per line items they are bidding for AND PROVIDE PROOF OF PRESENCE in the specific province.

7.1 Applicable Taxes

All bid prices must be inclusive of all applicable taxes and delivery. Failure to comply with this condition may invalidate the bid.

7.2 Value Added Tax

All bid prices must be inclusive of fifteen percent (15%) Value Added Tax for VAT vendors

7.3 Prices

Sentech shall be entitled to negotiate prices with bidders and prescribe a market related price per litre.

7.4 Price Escalation

- Price fluctuations will be guided by national energy regulator and implemented on the agreed price per litre, per province.
- Sentech reserve the rights to exclude bidders from the panel, who do not accept the prescribed market related rate.

7.5 Preferential Point System

This bid will be evaluated on 90/10 or 80/20 preference point system in terms of which points are awarded to bidders on the basis of:

1. The bid price (Maximum of 80/90 points)
2. Preference points (maximum 20/10 points)

8. APPOINTMENT OF SERVICE PROVIDERS

8.1 Appointment

- Sentech will appoint qualifying service providers into a panel for three years
- While bidders may tender for any site in any province, Sentech reserves the right to not appoint one bidder in more than three provinces. Therefore,

bidders are encouraged to select Provinces / Sites where they have presence, sufficient capacity and resources for the fuel supply and delivery.

- Sentech may, at its' sole discretion, have the right to appoint no bidders, Sentech may also at its discretion enhance the amount of bidders at any stage should it deem necessary.
- Notwithstanding the aforementioned, Sentech shall be entitled to remove any panel member for non-performance or any other reason upon 30 days' written notice to the Service Provider without any liability of any nature whatsoever to the Service Provider.
- Members of the panel are not guaranteed work and will only be contacted if there is a need to be fulfilled.

8.2 Selection procedures applicable

- Sentech will issue a work-order to a supplier who must confirm availability.
- Once availability is confirmed, a purchase order communicating the detailed need and the quantities to be delivered will be issued
- Suppliers will be appointed on a rotational basis and Sentech shall ensure an equitable spread of work.
- Once delivery is completed and Sentech is in possession of valid proof of delivery, payment will be made in line with the agreed contractual terms aligned with the PFMA.
- The panels of diesel service providers will be updated as and when necessary but preferably every year.

8.3 Panel member Performance Standards

In performing the Services established for this Panel, the Service provider undertakes to:

- Timeously respond to the Purchase Orders issued.
- Timeously mobilize resources to perform work within a stipulated period.
- not collude with other service providers in the Panel in responding to Sentech's requirements.
- at all times carry out its duties and obligations in terms of the Panel in a competent and professional manner.

- at all times act with the utmost good faith towards Sentech and to promptly and punctually carry out and perform all its duties and obligations.
- adhere to all Sentech's rules and regulations whilst on the sites.
- The Service Provider is not entitled to cede any of its rights or delegate any of its obligations without Sentech's prior written consent.

8.4 Rights of Sentech

Sentech reserves the right to:

- To request driver's license with Valid PDP before contracting.
- Go outside the Panel to source services that cannot be sufficiently fulfilled within the Panel and within stipulated timelines.
- Approach other service provider's if there are no responses from the service providers on the Panel.
- Remove a service provider from the panel if the service provider's performance is unsatisfactory.
- List a defaulting service provider on the National Treasury Database of prohibited suppliers.
- Conduct Site visit to the various outlets utilized by service provider.

Annexure B

- List of sites

Annexure B

Bidders must indicate their preferred Service Area in the table below: Note that the sites are at a radius of +/- 10 to 50Km away from towns listed below.

Site	Select Province and sites of interest	Minimum delivery Capacity	Maximum delivery Capacity	Diesel Price Per litre (including all associated cost)	Oil Price Per litre (including all associated cost)
Potgietersrus					
Tzaneen					
Nylstroom					
Malamba					
Gaba					
Dzamba					
Sibasa					
Hoedspruit					
Tshamavhudzi					
Tolwe					
Potgietersrus					
Mulima					
Haenertzberg					
Blouberg					
Louis Trichardt					
Pundamaria					
Thabazimbi					

Site	Select Province and sites of interest	Minimum delivery Capacity	Maximum delivery Capacity	Diesel Price Per litre (including all associated cost	Oil Price Per litre (including all associated cost)
Witsieshoek					
Bethlehem					
Kroonstad					
Petrus Steyn					
Harrismith					
Bloemfontein					
Theunisen					
Bloemfontein					
Theunisen					
Kimberley					
Ladybrand					
Springfontein					
Thaba Nchu					
Boesmanskop					
Schweizer Reneke					
Christiana					
Pomfret					
Ganyesa					
Madibogo					

Site	Select Province and sites of interest	Minimum delivery Capacity	Maximum delivery Capacity	Diesel Price Per litre (including all associated cost	Oil Price Per litre (including all associated cost)
Enzelsberg					
Piet Plessis					
Supingstad					
Taung					
Zeerust					
Pankop					
Klerksdorp					
Piketberg					
Matjiesfontein					
Napier					
Constantiaberg					
Tygerberg					
Paarl					
Table Mountain					
Simons Town					
Franschoek					
Hout bay					
Villiersdorp					
Hermanus					
Klipheuwel					

Site	Select Province and sites of interest	Minimum delivery Capacity	Maximum delivery Capacity	Diesel Price Per litre (including all associated cost	Oil Price Per litre (including all associated cost)
Ceres					
Beaufort West					
Ladismith(WC)					
George					
Knysna					
Oudtshoorn					
Riversdale					
Uniondale					
Van Ryhsdorp					
Kareedouw					
Port Elizabeth					
Grahamstown					
Suurberg (Pearston)					
Bedford					
Willowmore -					
Cradock					
Queenstown					
Aliwal North					
Noupoort					
Elands Heights					

Site	Select Province and sites of interest	Minimum delivery Capacity	Maximum delivery Capacity	Diesel Price Per litre (including all associated cost	Oil Price Per litre (including all associated cost)
Graaf Reinet					
Ugie					
East London					
Holy Cross					
Nggeleni					
Mt Ayliff					
Port St Johns					
Butterworth					
Mthatha					
King Williamstown					
Komga					
Entshatshongo					
Cala					
Mbuzini					
Piet Retief					
Carolina					
Dullstroom					
Davel					
Volksrust					
Nelspruit					

Site	Select Province and sites of interest	Minimum delivery Capacity	Maximum delivery Capacity	Diesel Price Per litre (including all associated cost	Oil Price Per litre (including all associated cost)
Middelburg					
De Aar					
Douglas					
Pofadder					
Kuruman Hills					
Kuruman Bop					
Upington					
Prieska					
Garies					
Springbok					
Calvinia Upgrade					
Carnarvon					
Lady Smith(KZN)					
New Castle					
Umbombo					
Nongoma					
Vryheid					
Qudeni					
Nquthu					
Ulundi					

Site	Select Province and sites of interest	Minimum delivery Capacity	Maximum delivery Capacity	Diesel Price Per litre (including all associated cost	Oil Price Per litre (including all associated cost)
Louwsburg					
Glencoe					
Matatiele – KZN					
Port Shepstone					
Mooi River					
Straalhoek					
Donnybrook					
Greytown					
Alverstone					
The Bluff					
Durban North					
Pietermaritzburg					
Overport					
Eshowe					
JHB OC					
Brixton					
Kameeldrift					
Rustenburg - NWP					
Wolverdind					
Menlopark					

Site	Select Province and sites of interest	Minimum delivery Capacity	Maximum delivery Capacity	Diesel Price Per litre (including all associated cost	Oil Price Per litre (including all associated cost)
Pretoria-Noord					
Helderkrui					
Heidelberg					
Mondeor					
Meyerton SW					
Totals:					
Grand Total:					