CONTRACT DATA

A contract between

SENTECH, Sender Technology Park, Radiokop, Octave Road, Honeydew

and

_____

_____

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND SUPPORT OF FM RE-BROADCASTING RECEIVERS FOR A PERIOD OF THREE (3) WITH AN OPTION TO EXTEND BY TWO YEARS ON A AS AND WHEN REQUIRED BASIS

Bid Number: SENT/040/2026-27

24 July 2026

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PART C1: AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance Offer

Offer

Sentech SOC Limited ("Sentech"), a state-owned company duly incorporated in accordance with the laws of the Republic of South Africa and listed as a Schedule 2 public entity under the Public Finance Management Act, has solicited bids to enter into a contract for:

The Appointment of a Service Provider to Supply, Delivery and Support the FM Re-Broadcasting Receivers for a period of three (3) years with an option to extend by two years on a as and when required basis

The Bidder irrevocably warrants that:

1. It has examined all Bid documents, including:
    - Tender Data
    - Scope of Work
    - Pricing Data
    - General Conditions of Contract (GCC)
    - Special Conditions of Contract (SCC)
    - All Addenda

2. It complies with:
    - PFMA
    - PPPFA and Regulations (2022)
    - Treasury Regulations
    - Applicable CIDB requirements (where works apply)
    - All applicable legislation

3. It is not listed on:
    - The National Treasury Database of Restricted Suppliers
    - The Register for Tender Defaulters

4. It is tax compliant in terms of the Income Tax Act and VAT Act.

5. 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.

6. 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.

7. The Bidder hereby offers to perform the Works/Services/Goods for the full contract duration, for: [please specify option]

   Amount in Words: _____

   Amount in Figures: _____

   (Inclusive of VAT and all costs)

8. In the event of any discrepancy, the amount in words shall prevail. The Prices quoted above are the total Bid offer inclusive of all applicable costs, escalation and taxes for the Contract duration. The price must be carried over from the price breakdown / schedule of rates provided in the Bid document.

9. This offer remains valid for the period stated in the Contract Data. 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_____

Full Name(s) _____

Identity Number _____

Capacity _____

Address (Domicilium)

_____

_____

Acceptance

10. By executing signature below, Sentech hereby accepts the Offer subject to:

- Compliance verification
- Budget availability (PFMA section 38)

- No material misrepresentation

11. Upon signature, a binding contract comes into existence.

12. No SLA or ancillary agreement shall override this Contract unless expressly reduced to writing and signed by both Parties.

13. 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.

14. 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.

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

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

Sentech's Signature(s) _____

Dated and signed by Sentech at _____ on this the _____ day of _____ 20____

Name(s) _____

Designation_____ _____

SENTECH SOC LIMITED

Sender Technology Park

Octave Road

Radiokop

Honeydew

Johannesburg

SCHEDULE OF DEVIATIONS

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.

5 Only deviations recorded in writing and signed by both Parties shall be valid.

6 No oral representation shall be binding.

1. Subject _____

Details_____

2. Subject _____

Details_____

3. Subject _____

Details_____

4. Subject _____

Details_____

7. Upon signature of this schedule of deviations by the duly authorised representatives, 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.

8. 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.

PART 1: CONTRACT DATA – Provided by Sentech

1 The Principal / Purchaser

SENTECH SOC LIMITED

Sender Technology Park

Octave Road, Radiokop

Honeydew

Johannesburg

2 Applicable Conditions

The following shall apply:

- **National Treasury General Conditions of Contract (GCC) (latest edition)**
- **Special Conditions of Contract (SCC)**
- **PFMA**
- **PPPFA (2022 Regulations)**
- **CIDB Act (if applicable)**
- **Companies Act**
- **POPIA**

In case of any conflict:

2.1 SCC prevails over GCC;

2.2 Contract Data prevails over Scope of Work

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 Law & Jurisdiction

6.1 This Agreement is governed by the laws of the Republic of South Africa.

6.2 The Parties consent to the jurisdiction of the Gauteng Division of the High Court, Johannesburg, for the institution of any and all proceedings arising from this contract.

6.3 Nothing precludes a party from seeking urgent interim relief from a competent court where circumstances permit, and/or invoke the dispute resolution mechanisms referred to in clause 14 below.

7 Subcontracting post-award

The Bidder agrees as follows:

- It shall not subcontract, without prior written approval of Sentech, which consent may be withheld on reasonable grounds.

- Where subcontracting is permitted, the Bidder shall comply with the subcontracting requirements prescribed under Regulation 9 of the Preferential Procurement Regulations, 2022.

- It may not subcontract more than the prescribed threshold, unless permitted by law

- It shall remain fully liable to Sentech for subcontractor performance and will indemnify Sentech for any loss or damage caused as a result of subcontractor non-performance, theft or misappropriation.

8 BBBEE & Transformation

Where applicable:

- The Contractor shall maintain its declared BBBEE status.
- Misrepresentation constitutes material breach.
- Sentech may request a lawful transformation implementation plan aligned with BBBEE Codes.
- Failure to implement agreed milestones constitutes breach.

9 Pricing and Negotiations

- Prices are fixed in ZAR unless otherwise stated. Any foreign currency quotations shall be and remain fixed for the full duration of the contract. Sentech is indemnified against any risk of price and/or currency fluctuations, and such risks shall be solely borne by the Bidder.
- No escalation unless provided for in SCC. Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment and may be rejected on reasonable grounds.
- All prices inclusive of VAT.
- Documentary proof required for approved adjustments.
- Sentech reserves the right to negotiate market related prices and discounts. If market-related prices are not agreed upon, Sentech reserves the right to terminate negotiations and invite the subsequent ranked Bidder for negotiations or alternatively cancel the Bid.

10 Payment

10.1 All payment methods and associated conditions are incorporated in the Tender Data; GCC and SCC.

10.2 Payment shall be made within 30 (thirty) days of receipt of a valid tax invoice, subject to:

- Proper performance
- Invoice and accounting compliance
- PFMA cash flow availability

11 Warranties

11.1 The Contractor irrevocably warrants:

- Proper skill and care
- Compliance with law
- No intellectual property infringement
- No bribery or corruption.

11.2 The Warranty period shall be thirty-six (36) months pursuant to delivery.

12 Liabilities, Indemnities & Insurance

12.1 The Contractor irrevocably indemnifies Sentech against:

- Third-party claims
- IP infringement
- Gross negligence
- Fraud
- Theft
- Misappropriation

12.2 Liability shall not exclude:

- Death or bodily injury
- Fraud
- Statutory liability

12.3 Insurance by the Contractor:

- Public liability
- Professional indemnity (if applicable)

⇒ **Proof required before commencement**

13 POPIA Compliance

13.1 Both Parties shall:

- Comply with POPIA
- Implement appropriate security safeguards
- Notify each other of data breaches

13.2 Personal information of the Bidder to be processed by Sentech, shall only be processed:

- For lawful procurement purposes
- On a need-to-know basis
- In accordance with lawful justification under POPIA

13.3 The Bidder has expressly consented to such processing in the spirit of this contract, for the duration hereof and post succession.

13.4 Sentech reserves the right to conduct extensive supplier due diligence at any time pre, during or post the contract period, including announced and unannounced site visits.

13.5 Each party shall be responsible for compliance with POPIA in respect of the personal information under its control or processing activities.

14 Dispute Resolution

Disputes shall be resolved as follows:

14.1 The parties shall first embark upon Negotiation within fourteen (14) days pursuant to the issuance of a notice of breach or demand.

14.2 Subsequent to unsuccessful Negotiation, Mediation shall be attempted and administered through the provisions of the Arbitration Foundation of Southern Africa (AFSA), Johannesburg, within fourteen (14)days of unsuccessful Negotiations.

14.3 Should Mediation be unsuccessful, Arbitration under AFSA Rules in Johannesburg shall ensue. The arbitration shall be governed by the Arbitration Act and AFSA Rules. The award shall be final and binding. The unsuccessful party shall pay for the costs of the arbitration, as well as the costs of arbitration of the successful party.

14.4 Notwithstanding the aforegoing dispute resolution mechanisms, either party shall be entitled to seek the intervention of the High Court of South Africa, Gauteng Division, Johannesburg on an urgent basis, for urgent interim relief.

15 Termination

15.1 Termination for Breach

Sentech may terminate upon:

- Material breach
- Failure to remedy within 14 days
- Insolvency
- Corruption
- Misrepresentation.

15.2 Termination for Convenience

- 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.

16 Anti-Corruption

16.1 The Bidder warrants compliance with:

- Prevention and Combating of Corrupt Activities Act (PRECCA)
- PFMA
- Treasury Regulation

16.2 It is specifically recorded that any corrupt activity constitutes material breach.

17 Evaluation and Assessments

The service delivery and performance of the Bidder shall at all relevant times be monitored and evaluated by Sentech. In the event that the Bidder defaults in any manner or form, Sentech reserves the right to blacklist the Bidder on the National Treasury Database of Prohibited Suppliers and Tender Defaulters in accordance with the adoption of proper procedure, and to take such further legal steps as may be warranted in the circumstances, which steps shall be determined at Sentech's sole and absolute discretion.

18 Blacklisting

18.1 Any bidder / supplier / service provider restriction must comply with:

- National Treasury Regulations.
- Due process.

- *Audi alteram partem* principle.
- Sentech shall not blacklist on National Treasury and/or Central Supplier Database (CSD) at sole discretion without procedural fairness.

18.2 Sentech may, where appropriate and following the adoption of due process, apply for the restriction of a supplier / service provider on the National Treasury Database of Restricted Suppliers in accordance with applicable legislation.

19 Cession

Neither Party may cede or assign rights without written consent, except:

- Sentech may cede to another state entity subject to PFMA compliance upon prior written notice to the Bidder.

20 Confidentiality

20.1 Both Parties must retain all proprietary and procurement information confidential.

20.2 Survives termination for 5 years.

21 Force Majeure

21.1 Neither Party shall be liable for delay caused by:

- Natural disaster
- War
- Government action
- Pandemic restrictions

subject to written notice within 5 days of the existence of such factors.

21.2 The aspect of delay damages shall be as stipulated in the Special Conditions of Contract.

22 Contract Term

22.1 This Agreement shall commence on [Date] and endure for [36] months, subject to:

- Budget availability
- Performance

- PFMA compliance

22.2 Extensions require written agreement and compliance with Treasury prescripts.

Sentech's Duly Authorized Representative is

Name: Mr. Zunaid Adams

Capacity: Executive: Legal and Regulatory.

Address: **SENTECH SOC LIMITED**

Sender Technology Park

Octave Road

Radiokop

Honeydew

2040

Johannesburg

Tel No. 011 471 4400

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 2: PRICING DATA

Must comply with:

- VAT Act
- Income Tax Act
- Treasury procurement rules

Invoices must reflect:

- Full entity names and contact details of both contracting parties
- Physical Addresses
- VAT Registration Number
- Purchase Order Number
- Contract Reference
- Description of goods/services

PART C3: SCOPE OF WORK

Must clearly define:

- Deliverables
- Milestones
- KPIs
- Reporting obligations
- Acceptance criteria

Price List

Tenderers shall submit **one fixed unit price** on a **DDP (Delivered Duty Paid)** to Sentech Stores for a unit that complies with the technical requirements specified the **Tender Data Document**. The quoted unit price shall remain fixed for each year of the entire contract.

Tenderers must provide pricing for each quantity range indicated; however, **evaluation will be based on the quoted unit price for quantities of 1 to 5 units**.

Any items or services that do not form part of the standard product offering, including but not limited to **spare modules, service level agreements (SLAs) during the warranty period, and post-warranty support**, must be quoted separately. Such optional items and services will **not** be considered during the price evaluation process.

Tenderers must clearly state that the proposed mode of delivery from the factory to Sentech Stores will be by air freight and must include all associated delivery costs in their pricing.

Table 1: Equipment prices and delivery times – Year 1
(Evaluations will be based on this costing)

Description	1 – 5 Units	6 – 10 Units	11 – 20 Units	Delivery Time (After Receipt of Order), ARO	Delivery Rate (Units per Month)
Rebroadcast Receivers					

Table 2: Equipment prices and delivery times – Year 2

Description	1 – 5 Units	6 – 10 Units	11 – 20 Units	Delivery Time (After Receipt of Order), ARO	Delivery Rate (Units per Month)
Rebroadcast Receivers					

Table 3: Equipment prices and delivery times – Year 3

Description	1 – 5 Units	6 – 10 Units	11 – 20 Units	Delivery Time (After Receipt of Order), ARO	Delivery Rate (Units per Month)
Rebroadcast Receivers					

Table 4: Optional Pricing information to be completed (If Applicable)

Options such as spares and Option keys are to be quoted separately and individually. This information will not form part of the price evaluation but will be considered during the unit evaluation.	
Description	**Price**

PART C3: SCOPE OF WORK
SENTECH'S GOODS INFORMATION

The Appointment of a Service Provider to Supply, Delivery and Support the FM Re-Broadcasting Receivers for a period of three (3) years with an option to extend by two years on a as and when required basis

1. TECHNICAL REQUIREMENTS

1.1. Glossary of Terms

Abbreviations	Descriptions
FM	Frequency Modulation
VHF	Very High Frequency
UHF	Ultra-High Frequency
WAN	Wide Area Network.
MPX	Multiplex
THD	Total Harmonic Distortion
L	Left
R	Right
SNMP	Simple Network Management Protocol.
RDS	Radio Data System
RF	Radio Frequency

2. INTRODUCTION

The FM Rebroadcast Receivers specified in this tender enquiry will be deployed by Sentech at various transmission sites throughout South Africa.

Guaranteed delivery lead times are of critical importance to Sentech's operational planning and implementation schedules. Accordingly, delivery performance will form an important part of the tender evaluation process and may be subject to contractual penalties in the event of non-compliance with the committed delivery schedule.

The Receivers will be installed at transmission stations that, in addition to broadcasting VHF FM radio services, typically transmit multiple VHF and/or UHF television services on both analogue and digital terrestrial broadcasting platforms. The operational environment is therefore characterised by high RF signal density and potential interference sources.

The proposed Receivers shall be designed and proven for reliable operation in such environments and shall support fully unattended operation. As a result, high equipment reliability, stability, and comprehensive remote monitoring and management capabilities are considered essential requirements.

Tenderers shall provide clear, complete, and unambiguous responses to each clause contained in this specification.

As part of their submission, tenderers shall provide:

- Details of the actual equipment being offered.
- Documented supply records for the proposed equipment, including customer references and contact details, where available.
- Evidence of successful deployment of the offered equipment in similar applications.
- Recent user reports, testimonials, or performance references relating to the proposed Receiver.
- Comprehensive information on the Receiver's remote access, monitoring, diagnostic, and management functionalities.

- Details of the manufacturer's warranty, technical support arrangements, and product lifecycle status.

Failure to provide the required information may adversely affect the evaluation of the tender submission.

3. SCOPE OF WORK

The scope of work covered by this specification shall include the design, manufacture, factory testing, packaging, and delivery of FM Rebroadcast Receivers to Sentech Stores on an as-and-when-required basis for the duration of the contract period.

The successful tenderer shall be responsible for ensuring that all equipment supplied complies fully with the requirements of this specification and is delivered in accordance with the agreed delivery schedules. All equipment shall be suitably packaged to prevent damage during transportation and storage.

Unit Requirements / Features

The following features should be included:

3.1. RF Input Specifications

3.1.1. RF Input Tuning Range: User selectable, 87.5 MHz to 107.9MHz in ≤ 100kHz steps
3.1.2. Antenna RF Input must be 50 Ω (N-Type or BNC).
3.1.3. Audio Muting: Squelch threshold adjustable down to ≤80µV
3.1.4. Tuner with pre-set frequencies that can be set different and independently to which the receiver will automatically revert to after a power failure.
3.1.5. Selectable IF Bandwidth

3.2. Outputs (Program)

3.2.1. MPX Outputs: Two low impedance, independently adjustable outputs (BNC)
3.2.2. Analogue: Two active balanced (XLR) with adjustable levels
3.2.3. Headphone Socket: 6.35mm (stereo) on the front
3.2.4. MPX diversity switching - Automatic switching is provided for the best available feed or any acceptable solution that provides alternatives to MPX diversity switching
3.2.5. Stereo Regeneration option to maintain the quality of the broadcast signal in long and multi-hop environments
3.2.6. RDS encoder for RDS re-insertion option to maintain the quality of the broadcast signal in long and multi-hop environments
3.2.7. IP based web streaming
3.2.8. Failover Audio Backup from memory

3.3. Stereo Performance

3.3.1. Stereo Crosstalk from 40Hz to 15kHz referenced to +6dBu on L&R and MPX outputs >=40dB (This measurement must be done with RMS detected and Deemphasis switched OFF)

3.3.2. Mono to Stereo and Stereo to Mono >= 40dB

3.3.3. Signal to Noise Ratio ITU-R 468 Weighted Stereo Signal to Noise Ratio (1mV RF Input, an audio level of +10.6dBu as reference and de-emphasis switched ON): ≥ 50dB at 1mV RF Input signal for MPX Outputs

3.3.4. Unweighted Signal to Noise Ratio >= 50dB (1mV RF Input, an audio level of +10.6dBu as reference and de-emphasis switched ON)

3.3.5. Total Harmonic Distortion at +-75kHz deviation with De=Emphasis switched OFF: 0.5% (-46dB) on both outputs.

3.3.6. Phase difference between stereo audio outputs <-2 degrees from 40Hz to 15 kHz

3.3.7. Audio Level, on both L and R Channels: +- 0.5dB

3.3.8. De-Emphasis (with enable/disable option) on line Outputs: 50µs

3.4. Frequency Response of outputs

3.4.1. Frequency Response for the composite MPX outputs: 40Hz to 100kHz MPX Outputs = +- 0.5 dB

3.4.2. Frequency Response for the Left and Right outputs: 40Hz to 20kHz MPX Outputs = +- 0.5 dB

3.5. Control and Remote Monitoring Facilities

3.5.1. Local and remote monitoring via web interface and SNMP version 2 and upgradeable to later versions should be fully described by the Tenderer. Local and Remote control of equipment via web interface using the Network Port: RJ45 (TCP/IP) is essential (Not Java based).

3.5.2. Telemetry monitoring and control: General Purpose Input/Outputs (GPIO)

3.5.3. Front panel Monitoring and Control: User friendly control and monitoring user panel with menus clearly defined

3.5.4. Software upgrade: User-friendly Software upgrade via USB or Lan for onsite Local upgrade with the option for Remote upgrade via WAN

3.6. AC supply

3.6.1. Input voltage: 230 V± 10%, 50Hz single phase (IEC connector)

3.6.2. Frequency: 50Hz

3.7. Operational Environment

3.7.1. Altitude: Up to 2800m above sea level

3.7.2. Temperature: 0 °C to ≥45°C

3.7.3. Relative Humidity: 0% to 90% non-condensing

3.8. Dimensions

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

3.9. Service and support

The Re-Broadcast Receiver shall be supported by the manufacturer for a minimum period of ten (10) years from the date of delivery and acceptance. The manufacturer or supplier shall guarantee

the availability of spare parts, replacement modules, assemblies, and technical support throughout this period. Evidence of long-term product support and spare parts availability shall be provided upon request. Any components identified as obsolete or nearing end-of-life shall have approved replacement alternatives available to ensure continued operation and maintainability of the equipment.

3.10. Handbooks and Documentation (Written in English)

The handbooks shall include a comprehensive description of the Re-Broadcast Receiver, together with all information necessary for the installation, operation, maintenance, and servicing of the equipment. The documentation shall contain detailed circuit diagrams, complete parts lists, mechanical drawings, electrical schematics, wiring diagrams, interconnection details, and any other relevant technical drawings required to ensure the correct installation, operation, fault diagnosis, repair, and maintenance of the system.

3.11. Warranty

The Re-Broadcast Receiver shall be supplied with a manufacturer's warranty of not less than thirty-six (36) months from the date of commissioning and acceptance. During the warranty period, the manufacturer or supplier shall be responsible for all costs associated with the repair or replacement of defective equipment, components, modules, assemblies, and workmanship defects, including labour, spare parts, and any other costs required to restore the equipment to full operating condition. The warranty shall cover defects arising from faulty design, materials, or manufacturing processes.