CONTRACT DATA

A contract between

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

and

_____

_____

APPOINTMENT OF A SERVICE PROVIDER

for the configuration and implementation of an Enterprise Risk Management and Compliance solution, including maintenance and support for a period of 3 years.

Bid Number: SENT-041-2026-27.

Contents

Part C1: Agreements and contract data

- Form of Offer and Acceptance
- Contract Data provided by the Sentech
- Contract Data provided by the Supplier

Part C2: Pricing Data

Part C3: Scope of Work

Conditions of Contract (available separately)

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:

[Insert Precise Project Description]

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 Services for the full contract duration, for:
   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.

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 twelve (12) 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 [X] 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

Description	Comments	Quantity	Rate	Total
Risk & Compliance Solution Cost	All costs associated with the solution implementation	1		
Risk & Compliance Solution User License	3-years user subscription license costs: Administrator licences	4		
	3-years user subscription license costs: Superuser licences	20		
Risk & Compliance Solution Analysis	Costs associated with requirements analysis process mapping and documentation.	1		
Risk & Compliance Solution Implementation	Cost of configuration, testing and implementation of the solution	1		
Risk & Compliance Solution Training	Cost of training for ALL licensed users including the provision of user manuals and/or training materials tailored to specific user access roles.	1		
Risk & Compliance Solution Support	Maintenance and support of the solution for a period of 3-years	1		
	Sub Total			
	Vat			
	Total (Including vat)			

PART C3: SCOPE OF WORK
SENTECH'S GOODS INFORMATION

1. TECHNICAL REQUIREMENTS

1.1. Glossary of Terms

Abbreviations	Descriptions

2. INTRODUCTION

Sentech requires the implementation and configuration of Enterprise Risk and Compliance Solution including the maintenance and support for a period of 3 years.

3. SCOPE OF WORK

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 seeks the implementation and configuration of an Enterprise Risk and Compliance Software solution (including the maintenance and support) that enables continuous tracking, monitoring, and auditing of business processes to ensure alignment with applicable laws, regulations, and organisational policies. Additionally, the service provider will be required to provide comprehensive training for all licensed users of the software solution.

Solution Requirements

1) **Data Hosting**: The cloud solution must be hosted in South Africa.
2) **Key Features:** The solution should include the following functionalities but not limited to:
    - Policy management
    - Incident management
    - Compatibility with South African regulations and standards
    - Risk management tracking
    - Metrics and analytics
    - Dashboards and data reporting
    - Automated compliance screening with gap detection alerts
    - Task tracking and workflow management
    - Risk mitigation suggestions
    - Scalability to accommodate growth seamlessly
3) **Customizability:** The solution must be tailored to meet Sentech's specific needs, taking into account the company's structure, industry requirements, unique risks, and compliance obligations.
4) **Adaptability:** The solution should enable the implementation of new compliance requirements or adjustments to organisational risk management needs without increasing manual effort for internal staff.
5) **Cloud Capability:** It must support cloud-based Risk and Compliance operations, including access management, identity management, and activity logging.
6) **Task and Progress Tracking**: The solution should facilitate task management and progress tracking, including activities such as risk assessment and risk mitigation.
7) **Third-Party Risk Management**: It should assess and manage risks posed by vendors and other third parties.
8) **Task Automation:** The solution must automate key compliance tasks such as screening, gap analyses, controls mapping, evidence preparation, and document creation.
9) **Intelligent Risk Management**: It should utilise AI to:
    - Detect and evaluate risks intelligently
    - Propose risk mitigation strategies
    - Conduct vendor security reviews
    - Complete compliance questionnaires
10) **Enterprise-Wide Risk Management**: The solution must identify, assess, and manage risks across the organisation, including risk assessment, mitigation, and monitoring.

11) **Policy Management**: It should support the creation, distribution, and tracking of policies, procedures, and guidelines to ensure organisational compliance.
12) **Internal Control Management**: The solution must facilitate the documentation, testing, and monitoring of internal controls to ensure their effectiveness.
13) **Incident Management:** Tools for capturing, tracking, and investigating incidents (e.g., data breaches, security breaches, compliance violations) must be included, along with mechanisms for remediation.
14) **Reporting and Analytics**: The solution must provide customisable reporting, dashboards, and visualisations, offering insights into risk exposure, compliance status, and performance metrics.
15) **Regulatory Updates**: The solution should include automated updates and alerts to stay current with relevant regulations, standards, and industry best practices.
16) **Workflow and Collaboration Tools**: It must include features for workflow automation, task management, and team collaboration, ensuring efficient coordination across stakeholders involved in Risk and Compliance processes.
17) **Document Management**: Tools for organising, storing, and retrieving Risk and Compliance related documents should be provided, ensuring version control, document integrity, and accessibility.
18) **Third-Party Integration**: The solution must integrate seamlessly with third-party tools and software.
19) **User Training:** Conduct training sessions for all users of the Compliance Software solution, including the provision of user manuals and/or training materials tailored to specific user access roles.
20) **Post-Implementation Support:** Deliver ongoing support and maintenance services for the solution after implementation

NOTE: Bidders that do not comply with any of the Solution requirements above including providing evidence thereof, will not be evaluated further.

Compliance Capability Requirements

a) **Legislative Compliance Checklist** - Develop and prepare a comprehensive checklist of all legislation relevant to the organisation, including Acts and Regulations.

b) **Customisation for Internal Policies** - Customise the software solution to include checklists for all internal organisational policies.

c) **Comprehensive Monitoring System** – solution must integrate compliance checklists for Acts, Regulations, and internal policies. The solution must enable monitoring to assess:

- Levels of compliance.
- Existing corrective measures and plans for future implementation.
- A rating system to risk-assess legislation and policies, considering the impact on the organisation.

d) **Assignment Functionality** - Implement functionality within the software to assign specific Acts, Regulations, or Policies to relevant departments or Compliance Champions, with automated notifications for the assignees.

e) **Non-Compliance Management** - Enable administrators (GRC team members) to assign findings related to non-compliance on applicable Acts, Regulations, or Policies. Compliance Champions must be notified of these assignments and have the ability to update the following:

- Reasons for non-compliance.
- Corrective actions.
- Target dates.
- Responsible parties.
- Status (overdue, in-progress, completed).
- Resolutions and/or comments.
- Attach supporting documents (evidence of resolution).

f) **Tracking Corrective Measures**: Provide functionality to track the implementation of corrective measures, including:

- Capturing planned implementation dates.
- Identifying responsible parties.
- Generating reports on corrective actions with statuses (overdue, in-progress, completed).
- Sending email alerts for upcoming or overdue corrective actions.
- Reminder capabilities for Compliance Champions when completion dates approach or are exceeded.

g) **Legislative Updates and Alerts**: Ensure regular alerts on legislative changes and updates to the compliance checklists for integration into the software solution.

h) **Customisable Reporting** - Provide the capability to generate automated, customisable reports in various formats, including PDF, MS Word, and MS Excel.

NOTE: Bidders that do not comply with any of the Compliance Capability Requirements above including providing evidence thereof, will not be evaluated further