

SERVICE LEVEL AGREEMENT FOR PRE-QUALIFIED SERVICE PROVIDERS FOR THE

Appointment of a panel of manufacturers, assemblers and resellers of standby generators and standby generator control panels service providers for the Manufacturer, Supply, Deliver, Rigging, Installation, Commissioning and SLA maintenance agreement for open sets, containerised and canopy standby generators (STG) at various Sentech transmitter sites as and when required basis for the period of three (3) years.

SENT-023-2022-23

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 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 on 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 **36 months** 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 Service Level Agreement, the Service Provider undertakes to:

- 5.2.1 timeously respond to the "Call Off Requests" 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 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 Service Level Agreement to source services that cannot be sufficiently fulfilled within this Contract.
- 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 "Call of Requests";
- 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 based on the pricing model described in Annexure A. When Sentech wishes to acquire any of the Goods listed in Annexure A hereto, Sentech shall request the Service Provider via the "Call of Procedure" as described in Annexure A, the 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 wilful 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 Sentech harmless 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 _____ 2022 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 _____ 2022 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

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

NAME: _____

DESIGNATION: _____

WITNESSES

1. _____
2. _____

ANNEXURE A

Scope of Work

I. 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, Broadband services and more. As such, Sentech is a global enabler of broadcasting and digital content delivery.

Provision of back-up power at Sentech Transmitter sites is critical in achieving the SLAs Sentech has with customers. It is evident that incoming mains disruption and standby generator failures are the main and common contributors to Sentech not meeting the SLA and ultimately paying penalties. One of Sentech KPI's is ensuring that the weighted average of 99.8% service availability is met. To achieve this KPI, the Operations Division needs to ensure that mitigation measures are put in place in the case of catastrophic failures where standby generator and incoming mains fail resulting in a site completely off and all services being affected. Such measures include appointment of service providers that can assist with the repairs, maintenance and support of the current generator sets within reasonable and stipulated turnaround time. This catastrophic failure can happen at any site, any Operation centre and on any given day (including weekends and holidays) at any given time for unknown periods depending on the cause of failure. While Sentech intends to appoint service providers onto the a Panel, it is imperative to state that Sentech promises no quantum of work to any successful bidder.

II. Description of the services

Appointment of a panel of manufacturers, assemblers and resellers of standby generators and standby generator control panels service providers for the Manufacturer, Supply, Deliver, Rigging, Installation, Commissioning and SLA maintenance agreement for open sets, containerised and canopy standby generators (STG) at various Sentech transmitter sites as and when required basis for the period of three (3) years.

Maintenance for a period of Twelve (12) months after the warranty period:

- The service provider (s), under this Scope of Work (SOW), will be responsible for labour and tools required to carry out all repairs, support maintenance as outlined in this SOW.
- The service provider(s) will be required to evaluate the equipment and provide Operations manager with a maintenance schedule.
- Service provider(s) must submit to the responsible operations manager for review, work sheet/checklist that will be used for performing maintenance service.
- Service provider(s) shall provide all supervision, labour, tools, and equipment to perform maintenance for the listed generators.
- All personnel working in the vicinity shall wear and /or use safety protection while all work is performed. Any questions or injuries shall be brought to the attention of the Occupation Health and Safety representative/Electrician (OHS rep)/Sentech Rep.
- Material Safety Data Sheets (MSDS) shall be provided by the service provider(s) for all HAZMAT materials.
- Maintenance for Standby generator sets to be performed by a certified technician or diesel mechanic.
- Line Manager must immediately be made aware of any condition discovered that could result in equipment failure.
- Test and inspection report shall be submitted to the line Manger within three days of completing work.
- If any discrepancies are found with the standby generator system that are not covered under this scope of work, then the service provider(s) must provide the following:
 - i. Detailed report noting the discrepancy found.
 - ii. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
 - iii. Price quote for repair labour.
- The service provider (s) shall:
 - i. Provide maintenance and repair services as and when required by Sentech
 - ii. Provide only qualified, experienced or manufacturer certified repair technicians for the maintenance and repair services provided under this contract.
 - iii.

Repairs during the Twelve (12) Months after the warrantee period

- i. Provide repair services as required to ensure each generator meets the manufacturer's recommended performance standards.
- ii. Provide designated manager with the total estimated cost of the maintenance and repair service including:
 - a) The number of hours required to complete the service; and
 - b) The replacement parts and/or materials required to complete the service.

- iii. Notify designated Operations centre manager immediately in the event a generator cannot be repaired the same day/visit.
- iv. Ensure that all replacement parts provided under this agreement are new and from the same manufacturer as the original part(s) or an equivalent that meets or exceeds OEM (Original Equipment Manufacturer) standards. All replacement parts should comply with the competition compensation ruling relating to South African automotive aftermarket guideline.
- v. Service provider shall not provide any equivalent part(s) where its use will void any warranty of the equipment being serviced.
- vi. Any equivalent parts provided shall be approved by designated operation centre manager.
- vii. All replacement parts shall have a minimum of a one (1) year warranty.
- viii. Ensure service provider's personnel leave all serviced equipment and the service area safe, clean and ready for use.
- ix. Upon completion of the service, both designated operation centre personnel and the service provider (s) shall legibly sign off the work completed
- x. Warranty all repairs for 30 days. Warranty repairs shall be coordinated with designated Operation centre personnel within two (2) working/business days of the service provider (s) receiving notification of a warranty claim. In the event a warranty claim threatens the malfunction or shutdown of a generator, the service provider(s) shall immediately respond to the request for warranty service.
- xi. Service provider(s) shall be responsible to correct any issues related to the repair at their own expense.

III. Services areas

As per the Supplied and Installed unit under this Service Level Agreement.

IV. Structure of the Service Level Agreement For repairs and Maintenance after the Warranty for a period for 12 Months.

Appointment of a panel of manufacturers, assemblers and resellers of standby generators and standby generator control panels service providers for the Manufacturer, Supply, Deliver, Rigging, Installation, Commissioning and SLA maintenance agreement for open sets, containerised and canopy standby generators (STG) at various Sentech transmitter sites as and when required basis for the period of three (3) years.

Request for RFQ will be issued to service provider/s and a winning bidder will be awarded.

V. Requirements and Turnaround times

Sentech requirements from the service provider:

- i. Service provider shall use their private transport to travel to and from Sentech site.
- ii. The service provider shall indicate reasonable arrival time on site for any work
- iii. The service provider shall be able to render the required services even after working hours, on weekends and on public holidays.
- iv. Service provider shall use their own tools for any work carried out on site
- v. Service provider shall allocate knowledgeable and qualified resource for the repairs, maintenance and support the standby generator.
- vi. Service provider shall deliver the required resources within the stipulated Service Level Agreement (SLA). The following considerations shall be considered:
 - a. Normal working hours – An average of 4 to 6 hours from the time service provider receive a request from Sentech to the time the required resources are despatched to Sentech site, weather permitting.
 - b. Weekends and public holidays - An average of 4 to 8 hours from the time service provider receive a request from Sentech to the time the required resources are despatched to Sentech site, weather permitting.
 - c. After hours - An average of 4 to 8 hours from the time service provider receive a request from Sentech to the time the required resources are despatched to Sentech site, weather permitting.
- vii. The service provider shall take an average of 2 to 3 hours for the investigation of the standby generator on arrival on site.
- viii. The service provider shall take an average of 4 hours to travel from their station to a Sentech site weather permitting. Distances, road conditions to Sentech sites differs these conditions shall also be taken into account and an exception be made where necessary.
- ix. Service provider shall submit all necessary documentation such as invoice, fault report, maintenance report and a statement for services rendered.
- x. Service provider shall have provide at least 30 days warranty for work completed
- xi. Service provider shall provide Sentech with a Certificate of Compliance (CoC) when requested.

VI. Pricing Model

The rates and price entered for each item includes for all work and other things such as maintenance costs and all other necessary costs to render the required service. Sentech will embark on price negotiations with bidders, with the intention of negotiating for fixed costs for items such as man-hours and kilometre rate as shown below:

Sentech shall endeavour reviewing all fixed rates on an annual basis, with intention of annual escalation of CPI plus 1% annually for the duration of the Service Level agreement.

Maintenance, Repairs and support:

The rates and price entered for each item includes for all work and other things such as maintenance costs, and all other necessary costs to supply the item

Item	Description	Unit	Quantity	Unit Price	Total
1.	Transportation	km			
3.	Installation Electrician	hr	1		
4.	Software programmer	hr	1		
5.	Diesel mechanic	hr	1		
6.	Sundries				
Material Total excluding VAT in Rands					
15%VAT in Rands					
Material Total including VAT in Rands					

NB. Kilometer rate will be capped at a stipulated AA rate.

Table 1: Pricing model

VII. Invoices and Invoicing Procedure

- i. Prices shall be based on the pricing model described in Table 1.
- ii. The quotation will be valid for a period of 30 days from the date of the quotation.
- iii. All invoices shall be submitted to the requesting Manager by the service provider for approval within three days for processing.
- iv. Any variation used shall be discussed with requesting Manger for approval prior to adjustments

VIII. limitations on the use of this Service Level Agreement

Shall the appointed service provider(s) fail to deliver on Sentech request within specified SLAs, Sentech reserves a right to go on an open market for the services required under this Service Level agreement.