

**Appointment of Service Provider(s) for the Supply,  
Delivery, Installation, Commissioning, and Maintenance  
Support of Industrial Uninterruptible Power Supplies (UPS)  
on a panel at various Sentech Transmitter sites for 3 years  
subject to annual performance review**

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 the last signature date.

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 1990/001791/30;

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 provide service for the manufacture and supply of Low-Voltage Distribution Boards at various Transmitter Sites, as-and-when required for a three (3) year period to 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 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 provide service for the manufacture and supply of Low-Voltage Distribution Boards at various Transmitter Sites, as and when required for a three (3) year period 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.
- 5.8 The Service Provider shall comply with all the legal requirements of the UIF and Provident Fund for the duration of the 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 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

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

12.2.3 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.

12.2.4 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 BREACH**

- 14.1 Should any Party ("the defaulting Party") commit a breach of any of the provisions of this Agreement, then the other Party ("the aggrieved Party") shall be obliged to give the defaulting Party 14 (fourteen) days' written notice or such longer period as may reasonably be required in the circumstances, to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to cancel this Agreement against the defaulting Party or to claim immediate payment and/or specific performance by the defaulting Party of all the defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the aggrieved Party's rights to claim damages. The foregoing is without prejudice to such other rights as the aggrieved Party may have at law; provided always that, notwithstanding anything to the contrary contained in this Agreement, the aggrieved Party shall not be entitled to cancel this Agreement for any breach by the defaulting Party unless such breach is a material breach going to the root of this Agreement and is

incapable of being remedied by payment in money, or if it is capable of being remedied by payment in money, the defaulting Party fails to pay the amount concerned within 14 (fourteen) days after such amount has been finally determined.

## **15 WHOLE AGREEMENT**

15.1 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.

## **16 VARIATION**

16.1 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.

## **17 RELAXATION**

17.1 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.

## **18 EXECUTION:**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 202\_ 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  
\_\_\_\_\_ 202\_ 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**

##### **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, Internet and more. As such, Sentech is a global enabler of broadcasting and digital content delivery.

UPS (Uninterruptible Power Supplies) are an integral part of digital transmission systems. Systems' stability under current unstable Eskom & municipality electricity supplies requires robust reliable UPSs. Digital transmission equipment takes time to boot up thereby negatively affecting network performance and equipment reliability. Most of the current UPS are obsolete and no longer supported by OEMs nor by local agents. The Sentech needs to ensure that mitigation measures are put in place in the case of failures where backup power systems fail during incoming mains failure and/or load shedding, this may lead to a site complete shutdown of all services being affected. Such measures include the appointment of service providers who can assist with the supply, installation, and maintenance of the UPS units within a reasonable and stipulated turnaround time. This failure can happen at any site, any Province, and on any given day (including weekends and holidays) at any given time for unknown periods depending on the cause of failure.

Sentech intends to appoint service provider(s) on a panel for the Supply, Delivery, Installation, Commissioning, and Maintenance Support of Industrial Uninterruptible Power Supplies (UPS) with successful bidders. It is imperative to state that Sentech promises no successful bidder any quantum of work.

UPSs are installed in all Sentech sites including Head Offices at Radiokop

## **II. Description of the services**

Appointment of a Panel of Service Providers for the Supply, Delivery, Installation, Commissioning, and Maintenance Support of Industrial Uninterruptible Power Supplies (UPS) at various Sentech Transmitter sites for 3 years subject to annual performance review

## **III. Services areas**

As required per Sentech Transmitter Site under this Service Level Agreement.

## **IV. Structure of the Service Level Agreement**

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 providers shall use their private transport to travel to and from the Sentech site. **(Sentech sites are situated on the mountains, therefore it is essential for service provider to use 4 x 4 off road /similar vehicles to access the site.)**
- ii. The service provider shall indicate a 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 providers shall use their own tools for any work carried out on-site.
- v. Service provider shall allocate knowledgeable and qualified resources for any agreed scope of work.
- vi. The service provider shall conduct any technical testing as directed by the project manager or anyone assigned by Sentech to carry out the task in accordance with the specifications and scope of work.
- vii. The service provider shall take an average of 4 hours to travel from their station to a Sentech site, weather permitting. Distances and road conditions to Sentech sites differ these conditions shall also be taken into account and an exception be made where necessary.
- viii. The service provider shall submit all necessary documentation such as invoice, technical report, and other requirement documentation for services rendered.

## **VI. Pricing Model**

Sentech may embark on price negotiations with bidders, with the intention obtain a discount. Sentech may perform market research to determine that the pricing provided by the bidders is market-related.

## **VII. Invoices and Invoicing Procedure**

- i. The quotation will be valid for 30 days from the date of submission.
- ii. All invoices shall be submitted to the requesting Manager by the service provider for approval within three days after final completion is given for processing.
- iii. Any variation used shall be discussed with the requesting Manager for approval before 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. The work to be completed will be limited to the scope of work specified in the RFQ, and any variations or adjustments to the scope of work must be implemented only after Sentech's approval.