

**SERVICE AGREEMENT FOR A PANEL OF PRE-QUALIFIED SERVICE  
PROVIDERS TO RENDER MAST PAINTING SERVICES TO SENTECH  
SOC LTD FOR A PERIOD OF THREE (3) YEARS)**

Made and entered into between

**SENTECH SOC LIMITED**

**Registration Number:**

(“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 render Mast Painting Services to Sentech SOC Ltd for a period of three (3) years, 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 mast painting services 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.
- 6.9 To appoint one service provider to a maximum of three panels of security service providers only, to its Regional appointments.

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

Sentech's mast structures are critical for efficient and effective broadcasting signal distribution. These structures must be in good condition at all times to ensure an excellent service provision to customers and the community at large. Preventative maintenance of these assets is very critical and this is carried out according to the Mast Maintenance Policy and Standard Operating Procedures (SOPs). The primary objective of carrying out maintenance on these assets is to prolong their life span; to protect the image of Sentech and also; to ensure that service to customers and the community does not get interrupted due to maintenance backlog/challenges.

Without a proper or clearly outlined maintenance approach, these assets will deteriorate and eventually collapse, thus posing a danger to Sentech employees, image and facility sharers, or any other third party. Therefore, the intention is to appoint a panel of pre-qualified service providers to render mast painting services to Sentech for a period of three (3) years

While Sentech intends to appoint service providers to a panel, it is imperative to state that Sentech promises no quantum of work to any successful bidder.

##### 2. Scope of work for Mast Painting at xxxxxxxx

The scope of works for mast painting includes but not limited to:

- Removal of the existing paint.
- Washing down of paint stripped surface.
- Supply and application of primer, intermediate and final coats of paint.

## **PAINT SYSTEM**

The recommended paint coating system is the 3 coat 100% Epoxy coating system consisting of:

- PRIMER COAT (must be able to bond to galvanizing)
- INTERMEDIATE COAT (200 Base Grey)
- FINAL COAT (Signal Red and White) (

### ***Note: Application***

Primer (200 Base green / yellow): The contractor must ensure that the mast is treated before any application can commence. Primer to be applied throughout the whole mast and the contractor must inform Sentech team for inspection before proceeding with the intermediate paint.

INTERMEDIATE COAT (200 Base Grey): to be applied throughout the whole mast and the contractor must inform Sentech team for inspection before proceeding with the final coat.

FINAL COAT (Signal Red and White): the final coat must be divided into 550 Base White and 550 international orange (red). The top and bottom of the mast must always be RED.

## **WORKMANSHIP**

Poor workmanship will not be tolerated in any state and the contractor will be liable to rectify any findings which does not meet Sentech standards. It is important therefore for the contractor to keep Sentech team informed of inspections intervals to avoid short-comings. The contractor will not proceed with any coat after the intermediate application before inspection is conducted. Inspections will be conducted by any rigging team member as and when approved by the team leader and the manager.

### **1.1. OBJECTIVES**

The high sites and masts are one of Sentech's most important assets broadcasting and signals distribution. It is therefore important that it should be maintained and taken care of.

Mast painting is carried out in compliance to Sentech's mast maintenance policy. Mast painting forms a very important part of Sentech's preventative maintenance strategy to:

- Protect the mast structure against the elements of the weather.
- Prevent or mitigate corrosion of the structural components of the mast.

- Protect the structural integrity of the mast.
- Improve the general aesthetics/appearance of the mast thus improving the image of Sentech.

## **1.2. PROCEDURE**

### **1.2.1. METHOD STATEMENT**

#### **SURFACE PREPARATION**

The use of Pneumatic needle de-scalars is the preferred method for removing the existing old paint from the mast without damaging the galvanizing.

Wire cup brushers and chipping are permissible.

**N.B. UNDER NO CIRCUMSTANCES SHOULD GRINDING**

**DISKS BE USED TO REMOVE PAINT.**

### **1.2.2. APPLICATION OF PAINT**

The paint should be applied by means of ordinary paint brushes or paint rollers strictly in accordance with the manufacturer's specification.

### **1.2.3. SAFETY REQUIREMENTS**

- Appointed service provider will be required to compile a health and safety file in line with Sentech requirements which will be communicated upon appointment and such should be submitted to the Sentech OHS Specialist within 3 days of an appointment.
- Competent mast climbers– Valid mast climbing certificate for each employee to be signed to the project
- Medical fitness – Valid certificate of fitness (medical) issued by Occupational Medical Practitioner only for all employees to be assigned to the project
- Work method – Detailed safe working methodology on undertaking assigned task in line with the requirements
- Public liability – valid construction/project public liability insurance
- Health and safety compliance assurance – Company's Health and Safety compliance undertaking by the CEO/Managing Director

- COID / FEM registration for injury on duty cases

### **1.3. SENTECH EQUIPMENT ON THE MAST (VERY IMPORTANT)**

#### **TAKING CARE OF ANTENNAE ON THE MAST.**

Care should be taken not to damage any antennae on the mast.

**IN ANY SITUATION OR CIRCUMSTANCES IF THE CONTRACTOR IS UNCERTAIN ABOUT ANYTHING OR IF ONE OF HIS OR HER STAFF MEMBERS MISTAKENLY MOVED OR DAMAGE ANTENNAE OR CABLE IT WOULD BE IN THE BEST INTEREST OF SENTECH IF THE CONTRACTOR WILL IMMEDIATELY INFORM SENTECH.**

### **LOOSENING & FASTENING OF FEEDER CABLES**

- Under no circumstances should the contractor loosen main feeder cables. (Paint over the brackets).
- No more than 2 meter of any cable should be loosened at the same time. As soon as painting on that particular section has been completed, the cable should be strapped with temporary strapping.
- If the contractor experiences any difficulty in obtaining the required cable ties he must get in contact with the responsible Infrastructure Services Manager.
- All sections of the cable loosened for painting on a given day must be fastened before leaving the mast.

### **1.4. COMMUNICATION PROTOCOL**

#### **SITE HAND OVER MEETING**

- This is the official hand over of the site to the contractor for the duration of the contract. This is the first meeting on site of all the relevant parties who will be involved in the contract for its entire duration.

#### **PROGRESS MEETINGS**

- The intervals of progress meetings should be decided at the first site hand over meeting. The Infrastructure Services Manager shall carry out additional intermediate site inspections.

### **SENTECH LINE OF REPORTING PROBLEMS**



- Any problem, which may arise during the contract, should be reported immediately to the Infrastructure Services Manager.
- If the Infrastructure Manager is not available, it should be reported directly to the Operations Manager.

## **QUALITY ASSURANCE**

- Quality assurance inspection will be carried out at all the key dates and milestones established at the site handover meeting.
- The Infrastructure Services Manager or Sentech trade tested rigger shall carry out site inspections for quality assurance of the works at any stage or time of the contract.

## **EXECUTION PROGRAMME**

- Timeous completion of the project is of utmost importance for Sentech.
- To ensure and to assist the contractor to monitor his or her own progress, he or she will be required to provide Sentech with a detailed execution schedule when providing a quotation.
- This schedule should be in the Bar Chart format.
- It should highlight the following key information but not limited to:

- NAME OF SITE:
- ACTIVITY DESCRIPTION: Mast Painting
- ACTIVITY DURATION: 4 weeks
- DATES FOR KEY MILESTONES DURING THE EXECUTION OF THE PROJECTS.
- *The key milestones are of paramount importance. Key dates will determine the dates on which Sentech's responsible Infrastructure Services Manager and local Sentech Rigger will conduct site inspections.*
- Milestones will include times such as but not limited to:

### **Milestone 1:**

- When the surface preparation has been completed.

### **Milestone 2:**

- Quality inspection must be conducted on completion of each coat of paint before applying the next coat.

### **Milestone 3:**

- As soon as one section received its final coat of paint, a quality inspection should be conducted before moving to the next section.

## **1.5. CONSTRAINTS**

- The duration of tall mast maintenance projects is heavily dependent on the prevailing weather conditions. Due to the location of many of Sentech's sites weather conditions are unpredictable.

### ***NB:***

- ***There will be no claims against inclement weather or God's acts. The contractor must take the records necessary to prove such a delay and apply for extension of time.***
- Occupational Health & Safety regulations determine that mast work can only be performed under specific weather conditions.
- Inclement weather conditions remain the single biggest constraints to timeous completion of mast painting projects.
- It should be borne in mind that in addition to normal inclement conditions some sites may be affected by high winds and mist at certain times of the day.
- Contractors are therefore urged to familiarize themselves with the historic prevailing weather conditions of the specific region.

## **1.6. SITE ACCESS**

- Generally, access to the sites are via gravel roads that may be very steep in places with very tight turns which would make access difficult for ordinary vehicles in some instances.
- There may be locked gates along the route belonging to other parties which should be kept closed at all times.
- The mast and Sentech's property and buildings are fenced off to restrict unauthorized entry.

## **1.7. SENTECH HOUSE RULES**

- It is the responsibility of the contractor to familiarize himself with Sentech House Rules for external contractors working on a Sentech site.

- Permission granted to stay on site in tents (to be verified with OC Manager and the Farmer)
- Provide own food & water
- Provide own portable toilet from 1<sup>st</sup> day of site establishment
- Provide own power
- No sub-contracting of work
- All material must be SABS approved
- Remove all rubble & waste off site
- No chemical spillage on farmer's land
- Sentech will not be held liable for bad weather
- Duration not more than **30** working days
- Initial and final hand over to be attended by site Supervisor / Manager / Business owner
- **One-year warranty on material and workmanship.**
- No fires on site
- Supplier's specifications to be adhered to at all time.
- Working hours – to be confirmed by Operations Manager JHB
- Provision to allow Sentech vehicles for emergency work – as discussed at site meeting
- **Quotes to be forward to SCM at Sentech on the deadline simultaneously, otherwise it would lead to automatic disqualification.**