

***Appointment of a Panel of Security Service Providers to deploy Security Guards on an “as and when “required basis; and, for emergency requirements/services when required for a period of three (03) years, at the Eastern Cape Province for the Amathole District Municipality.***

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 security services 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 security 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

12.2.1 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 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 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 \_\_\_\_\_ 201\_ 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 \_\_\_\_\_ 201\_ 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 regional Transmitter sites face daily threats of vandalism, break-ins, thefts and to some extent possible attacks on staff conducting maintenance or any other network related duties at the sites. This is aggravated by the time the vandalizers have at their disposal to complete their mission due to lack of proactive security systems and dilapidated perimeter fences at some of the sites offering no resistance to site invasions. Some of the sites are also situated within and around nature reserves where possible attacks by wild animals is eminent

Due to the challenges and threats faced by the transmitter sites and the ever-changing modus operandi by criminals it is prudent and critical that Sentech ramps up its security provision to these Transmitter sites to protect the assets of Sentech and life of the staff providing maintenance and other duties to these sites.

It is evident that the incidents of vandalism and theft are some of the contributing factors 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 to ensure that the site does not become completely off and affect all the services. Such measures include appointment of service providers that can assist with the safeguarding and escorting of staff to the sites during times of duress or emergency or where due to the threat level permanent security guards are deployed on such sites. This vandalism and theft incidents happen at any site, at any time of day irrespective of whether it is a weekend or holiday. While Sentech intends to appoint service providers under Framework

Agreements, it is imperative to state that Sentech promises no quantum of work to any successful bidder.

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

The prospective service provider (s) will provide security services and should adhere to the following, namely:

- i) Security personnel must conduct patrol along the perimeter fence around premises blocks 24/7 and record all patrols in the occurrence book in a detailed manner.
- ii) Conduct patrols and check all SENTECH vehicles from 18h00 – 06h00. All parked SENTECH vehicles must be recorded daily in the register to be provided.
- iii) All visitors/contractor's vehicles entering and leaving SENTECH premises must be registered and searched.
- iv) Security personnel at the check point/gate must ensure that all electronic equipment and firearms are declared and recorded in the register.
- v) Security personnel must ensure that all firearms are declared and kept in the gun safe.
- vi) Security personnel must perform their duties in line with the Control Access to Public Premises Vehicles Act. 1985 (Act 53 of 1985) and any other relevant legislation.
- vii) Security personnel at the check point/gate must ensure that all SENTECH staff produces their access cards with ID photos when entering the premises.
- viii) Security personnel on site must ensure that all incidents are recorded in the Occurrence Book and reported immediately to the Site supervisor, who in turn must report immediately to the Security Unit at SENTECH.
- ix) All prescribed patrols conducted must be reported in the Occurrence Book.
- x) Patrols must be done in accordance with the guard monitoring system, which must be functional and in good working order always.
- xi) Intervals between patrols must not be longer than 30 minutes including the guarding system patrols. Ad-hoc/unplanned patrols must also be conducted daily.
- xii) Patrols must not be done in the same sequence/duration. Time and route must be rotated.
- xiii) During patrols the Security personnel should ensure that:
  - If there are any windows open should be recorded in the occurrence book, per floor and office block.
  - All SENTECH vehicles parked in the basements and outside after working hours should be checked and monitored.
  - All vehicles leaving the premises must be stopped at check point/gate and the Security guards must search the vehicle and also ensure that all SENTECH vehicle drivers produce approved vehicle trip authorizations.
  - Ensure that no suspicious person wanders between vehicles parked inside and outside.
- xiv) Inside office premises, guards will be deployed as follow:

- Security guards to be stationed around main entrance/reception areas and must be fully conversant in English, as they will be interacting with SENTECH clients & stakeholders on a daily basis;
- All electronic equipment entering/leaving the office block should be recorded;
- All visitors entering the premises must complete the visitors register and ensure that the host come and collect the visitor;
- The Supervisor and the security guards are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning SENTECH's activities may be furnished to the public or media by the service provider or any of his/her employees; and
- The Supervisor and the security guards should sign an undertaking in which they declare that they will refrain from any action which might be to the detriment to SENTECH.

xv) The services to be provided are:

- Minimum of one guard per site during the day
- Minimum of two security guards per site during the night.
- As and when required deploy armed guards with a firearm with a minimum calibre of 9mm and two magazines with a minimum capacity of 15 rounds each.
- Supply where required ablution facilities for the security guards.
- Supply water to the security guards on duty where Sentech facilities has no capacity.
- Supply transport for the security guards to and from the Sentech transmitter site.
- Supply all security guards deployed at the Sentech Transmitter site with working communication tools such radios or cellular phones.
- Supply Security guards with all relevant security registers such as Occurrence Books, Pocket Books and incident registers.
- Attend to all incidents occurring on the Sentech Transmitter site within a minimum of two hours and complete the necessary security incidents reports within 48 hours after the incident has happened.
- Report all the criminal incidents immediately to the relevant authorities such SAPS within a reasonable time not exceeding 24 hours after the criminal incident has occurred at the Sentech transmitter site or Operational Centre.
- Conduct investigations and submit reports to the relevant OC Manager and Head of Security on completion of such investigations.
- Provide escort duties to the Sentech staff when requested to do so by the relevant Operational Centre Manager.

- Ensure that fresh drinking water is supplied to the security officers on duty.

### **III. MINIMUM SECURITY AID REQUIREMENTS**

Service aids to be used by the security officers at all times are as follows:

- base station radio and must be Sentech approved
- Two-way radio Sentech approved, including spare batteries
- Rechargeable torch
- Handcuffs
- Batons
- Firearms
- Functional cell phone
- Hand-held radios
- Occurrence books, pockets books and pens
- Rain coats, baseball caps, reflector jackets, umbrellas, warm coats, jerseys etc.
- Any other additional items /aids required by statutory legislation must be provided in addition to those mentioned above

The security uniform must be accommodating all weather conditions.

### **IV. SECURITY GUARDS: MINIMUM QUALIFICATIONS**

- 1.1. Security guards must have at least grade 12 and Grade C (PSIRA certificate), with relevant experience and be South African citizens.
- 1.2. Supervisors must have grade 12, Grade B (PSIRA certificate); relevant qualifications and experience for supervision.
- 1.3. Security guards must be able to communicate, read and write at least in English.
- 1.4. Security guards must preferably be 21 years of age and above.
- 1.5. The Security guards must be prepared to work 12 hours per shift.
- 1.6. The Security guards must have valid firefighting training.

## V. HOURS OF SERVICE

Security guards will be required to work seven (7) days a week, day and night including public holidays.

## VI. SECURITY CLEARANCES

The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status. The preferred service provider will be screened by SENTECH.

## VII. SENTECH RESERVES THE RIGHT TO

1. Verify any information contained in a response;
2. Request documentary proof regarding any tendering issue;
3. Cancel or withdraw the appointment
4. Appoint one or more Service Provider(s) for the Service

## VIII. Services areas

### A. East London Operations Centre

Cluster	Area per PSIRA	Site	Municipality	Services required
<b>Cluster 1</b>	3	Butterworth	Mnquma Municipality	As per OC requirements
	3	East London OC	Buffalo City Metropolitan Municipality	As per OC requirements
	3	East London	Buffalo City Municipality	As per OC requirements
	3	King Williams Town	Buffalo City Municipality	As per OC requirements
	3	Entshatshongo	Mbhashe Municipality	As per OC requirements

Table 1, Preferred Operational Centres



## IX. Pricing for Services

### A. East London Operations Centre

DESCRIPTION	RATE PER GUARD						Total Cost Per Annum (VAT Incl.)
	Day	Night	Saturday	Sunday	Holiday	Monthly	
<b>1. Unarmed Security Guards: Grade C</b> Per Cluster per guard:							
○ Cluster 1	R	R	R	R	R	R	R
<b>2. Armed Security Guards: Grade C</b> Per Cluster per guard:							
○ Cluster 1	R	R	R	R	R	R	R

Yearly Escalation:

Year 1	Year 2	Year 3

DESCRIPTION	RATE PER DOG SERVICES ALL INCLUSIVE						Total Cost Per Annum (VAT Incl.)
	Day	Night	Saturday	Sunday	Holiday	Monthly	
<b>3. Security Patrol Dogs Services: Per Cluster:</b>							
○ Cluster 1	R	R	R	R	R	R	R

Yearly Escalation:

Year 1	Year 2	Year 3

DESCRIPTION	RATE PER ESCORT						Total Cost Per Annum (VAT Incl.)
	Day	Night	Saturday	Sunday	Holiday	Monthly	
<b>4. Escort: Per Cluster</b>							
○ Cluster 1	R	R	R	R	R	R	R

Yearly Escalation:

Year 1	Year 2	Year 3

DESCRIPTION	RATE PER ROADSIDE ASSISTANCE						Total Cost Per Annum (VAT Incl.)
	Day	Night	Saturday	Sunday	Holiday	Monthly	
<b>5. Roadside Assistance: Per Cluster</b>							
○ Cluster 1	R	R	R	R	R	R	R

Yearly Escalation:

Year 1	Year 2	Year 3

DESCRIPTION	RATE PER GUARDDOM	Total Cost Per Annum (VAT Incl.)
	Monthly	
<b>6. Guardroom and amenities: (inclusive of fresh drinking water) Per Cluster</b>		
○ Cluster 1	R	R

Yearly Escalation:

Year 1	Year 2	Year 3

DESCRIPTION	RATE PER DOG SERVICES ALL INCLUSIVE						Total Cost Per Annum (VAT Incl.)
	Day	Night	Saturday	Sunday	Holiday	Monthly	
<b>3. Security Patrol Dogs Services: Per Cluster:</b>							
○ Cluster 1	R	R	R	R	R	R	R
○ Cluster 2	R	R	R	R	R	R	R
○ Cluster 3	R	R	R	R	R	R	R

Yearly Escalation:

Year 1	Year 2	Year 3

## X. Structure of the Framework Agreement

Appointment of Service provider/s into a Framework Agreement - panel of service providers to deploy security guards on permanent and emergency services for a period of three (03) years.

The bid evaluation process will be divided into two stages:

**Stage 1:** Request for proposal (RFP) stage - bidders will be evaluated on both the Mandatory and Functional criteria. Bidders who are successful at this stage will proceed to the next stage, Price Negotiation.

**Stage 2:** Price negotiation of all fixed costs such as man-hours and kilometre rate, where Sentech and bidders who were successful on stage 1 will negotiate for possible fixed costs.

## XI. Requirements and Turnaround times

Sentech requirements from the service provider:

- Service provider shall use their own transport to travel to and from Sentech site.

- ii. The service provider shall indicate reasonable arrival time on site for any work to be conducted.
- 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 services requested e.g. guarding or escorts.
- vi. Service provider shall deliver the required resources within the stipulated Service Level Agreement (SLA). The following considerations shall be considered:
- vii. Normal working hours – An average of 2 to 4 hours from the time service provider receive a request from Sentech to the time the required resources are dispatched to Sentech site.
- viii. Weekends and public holidays - An average of 4 to 6 hours from the time service provider receive a request from Sentech to the time the required resources are dispatched to the Sentech site.
- ix. After hours - An average of 2 to 4 hours from the time service provider receive a request from Sentech to the time the required resources are dispatched to Sentech site.
- x. When escorting Sentech staff to a site the service provider shall meet the Sentech staff at an agreed point, escort same to the site and remain on the site until the Sentech staff take leave from the site.
- xi. Distances, road conditions to Sentech sites differs and these conditions shall also be taken into account when deploying security personnel/guards or escorting Sentech staff to site. (The use of 4x4 vehicles is advisable).
- xii. Service provider shall submit all necessary documentation such as invoice and a statement for services rendered.

## **XII. Deployment requests**

- xiii. Request service provider to render required services via a phone call, email or message (SMS). All verbal requests shall be immediately/next working day be followed by a written communication via email.
- xiv. Sentech shall provide access to the site for the service provider to perform the required duties.

- xv. Request service provider to provide all the required equipment when requested to do so and approved by relevant Manager. Should Sentech prefer to utilize their own equipment the service provider should then accept the recommendation.
- xvi. Service provider shall leave the area of deployment clean and return all keys and other equipment issued by Sentech to the relevant OC Manager or OC representative. (such as site owner, team leader, technician or electrician).

### **XIII. Pricing Model**

Sentech will embark on price negotiations with bidders who make it to stage 2, with the intention of negotiating for fixed costs for items such as guards deployments and kilometer rate for escorts.

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

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

### **XIV. Invoices and Invoicing Procedure**

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

### **XV. Limitations on the use of this Framework Agreement**

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