

**SERVICE LEVEL AGREEMENT FOR THE APOINTMENT
OF SERVICE PROVIDERS TO SUPPORT AND MAINTAIN
KU-BAND AND KA-BAND VSAT INSTALLATION IN ALL 9
PROVINCES FOR A PERION OF 3YEARS, ON AN ÄS AND
WHEN” REQUIRED BASIS.**

SENT-021-2025-26

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 in performing the Services established for this panel, the Service Provider undertakes to:

- 5.1.2 adhere to all Sentech's rules and regulations whilst on the sites. Timeously respond to the Request for callout issued; turnaround time of 24 hours (actual hours) upon receipt of callout.
- 5.1.3 attend site inspections when required to do so.
- 5.1.4 timeously mobilize resources to perform work within a stipulated period.
- 5.1.5 not collude with other service providers in the panel in responding to Sentech's requirements.
- 5.1.6 where possible, obtain local labour as shall be determined by the location of the site where the Services shall be rendered.
- 5.1.7 at all times carry out its duties and obligations in terms of this Agreement in a competent and professional manner.
- 5.1.8 at all times act with the utmost good faith towards Sentech and to
- 5.1.9 promptly and punctually carry out and perform all its duties and
- 5.1.10 obligations in accordance with the provisions of this agreement.

5.2 The Service rendered by the employees of the Service Provider must be rendered under competent supervision provided by the Service Provider.

5.3 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.

- 5.4 The Service Provider shall guarantee that its personnel shall have the expertise to execute their functions properly.
- 5.5 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.
- 5.6 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 fulfilment of all its obligations in terms of this Agreement.
- 5.7 The Service rendered by the employees of the Service Provider must be rendered under competent supervision provided by the Service Provider.
- 5.8 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.
- 5.9 The Service Provider shall guarantee that its personnel shall have the expertise to execute their functions properly.
- 5.10 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.
- 5.11 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 fulfilment of all its obligations in terms of this Agreement.
- 5.12 The services rendered may vary depending on the job description. However, the service provider is required to provide the relevant POE's based on the job description and upload this on the APP.

5.13 For the sake of the completeness and as an update of the status of the installation the service provider is requested to provide pictures of the following in addition to the POE as per 4.12:

- Signal Quality Factor (SQF)Screen
- Dish Front view
- Dish side view
- Close picture of the MODEM
- Picture of Speed Test
- Modem MAC Address
- System Status page with Site Account Number (SAN) and Equipment Serial Number (ESN)

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 providers 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 SENTTECH 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

1. 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.

Sentech deployed in excess of 1000 Ku and Ka Band VSAT terminals across South Africa. The Network is across all 9 provinces and require Maintenance and Support. The Panel will consist of capable and competent Ka-band and Ku Band VSAT maintenance and support service provider(s). Bidders should have the capacity and competencies for both KA & KU band VSAT". The Panel will work on a quotation basis, on an "as and when" required basis. Sentech therefore does not promise successful registered service provider(s) on the panel any quantum of work.

I. Description of the services

The duties of the Service Provider shall, inter alia, be to provide maintenance and support in accordance with this Service Level Agreement entered with Sentech, paying attention to the following requirements: as more fully described below as and when required. In performing the Services established for this panel, the Service Provider undertakes to:

- i. Adhere to all Sentech's rules and regulations whilst on the sites.
- ii. Timeously respond to the Request for callout issued; turnaround time of 24 hours(actual hours) upon receipt of callout.
- iii. Attend site inspections when required to do so.
- iv. Timeously mobilize resources to perform work within a stipulated period.
- v. Not colluding with other service providers in the panel in responding to Sentech's requirements.
- vi. Where possible, obtain local labour as shall be determined by the location of the site where the Services shall be rendered.
- vii. At all times carry out its duties and obligations in terms of this Agreement in a competent and professional manner.
- viii. At all times act with the utmost good faith towards Sent promptly and punctually carry out and perform all its duties and obligations in accordance with the provisions of this Agreement.
- ix. The services rendered may vary depending on the job description. However, the service provider is required to provide the relevant POE's based on the job description and upload this on the APP.
- x. For the sake of the completeness and as an update of the status of the installation the service provider is requested to provide pictures of the following in addition to the POE.
 - o Dish Front view
 - o Signal Quality Factor (SQF)Screen
 - o Dish side view
 - o Close picture of the MODEM
 - o Picture of Speed Test
 - o Modem MAC Address
 - o System Status page with Site Account Number (SAN) and Equipment Serial Number (ESN)



- xi. 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.
- xii. 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.

II. HOURS OF SERVICE

Service provider will be required to respond within 24 hours upon receipt of callout seven days a week during the day including weekends and public holidays.

III. 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.

IV. 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

V. Services areas

NB: The bidders that have national presence can insert YES to all the provinces and districts

Provinces	Bidder to indicate by inserting "YES" for participating in the Section and "NO" for non-participation	
	Ka-BAND Maintenance and Support	Ku-BAND Maintenance and Support
Gauteng Province		
- City of Ekurhuleni		
- City of Johannesburg		
- City of Tshwane		
- West Rand		
- Sedibeng		
Mpumalanga Province		
- Ehlanzeni		
- Gert Sibande		
- Nkangala		
Free State Province		

- Lejweleputswa		
- Mangaung Metropolitan		
- Fezile Dabi		
- Thabo Mofutsanyana		
- Xhariep		
Northern Cape Province		
- Frances Baard		
- Namakwa		
- John Taolo Gaetsewe		
- Pixley Ka Seme		
- ZF Mgcawu		

North West Province		
- Bojanala Platinum		
- Dr Kenneth Kaunda		
- Dr Ruth Segomotsi Mompoti		
- Ngaka Modiri Molema		
Limpopo Province		
- Capricorn		
- Mopani		
- Sekhukhune		
- Vhembe		
- Waterberg		
Kwazulu-Natal Province		
- Amajuba		
- eThekweni		
- Harry Gwala		
- iLembe		

VI. Requirements and Turnaround times

Sentech requirements from the service provider:

- i. Service providers should 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 providers shall use their own tools for any work carried out on site
- v. Service providers shall allocate knowledgeable and qualified resources for the services requested e.g. Technician / installer.
- vi. Service providers 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 collecting spares for the site, the service provider shall meet the Sentech staff at an agreed point.
- xi. Distances, road conditions to sites differ and these conditions shall also be considered when attending the callouts . (The use of 4x4 vehicles is advisable).
- xii. Service provider shall submit all necessary documentation such as invoices and a statement for services rendered.

VII. Callout 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 written communication via email.
- xiv. Sentech shall authorize access to the site for the service provider to perform the required duties.
- xv. Sentech shall provide all the required spare equipment when requested to do so and must be approved and delivered by the relevant Manager.
- xvi. Service provider shall leave the site clean and return all faulty, unused spares and any other equipment issued by Sentech to the relevant OC Manager or OC representative. (such as site owner, team leader, technician or electrician).

VIII. Pricing Model

Sentech will embark on price negotiations with bidders who make it, with the intention of negotiating for fixed costs for items such as support and maintain Ku-band and ka-band VSAT installation and kilometer rate for callouts

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

IX. 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 Manager requested 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

X. Limitations on the use of this Service Level 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 Service Level agreement.