

FRAMEWORK AGREEMENT FOR PRE-QUALIFIED SERVICE PROVIDERS FOR THE

***Appointment of Service Providers into a Framework Agreement for
Forensic Investigative and Probity Review Services, for a Period
of Three (3) years with the option to extend for another two (2)
years***

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 Framework agreement and any/all annexures hereto from time to time;

1.2.2. **“Commencement Date”** means _____

1.2.3. **“Data”** means any data, including personal information as defined in the Protection of Personal Information Act 4 of 2013, including personal information which is stored, encrypted, decrypted, collected, collated, accessed, recovered, retained or processed by the Service Provider on behalf of Sentech, irrespective of media or form;

1.2.4. **“Parties”** means Sentech and the Service Provider, and “party” shall mean either one of the parties or a combination of them as the context may indicate;

1.2.5. **“Service Provider”** means _____, a company, duly registered and incorporated in accordance with the laws of the Republic of South Africa with registration number _____;

1.2.6. **“Sentech”** means Sentech SOC Limited, a company with limited liability duly registered and incorporated in accordance with the laws of the Republic of South Africa, having its registered office at Octave Street, Radiokop, Roodepoort, with Registration Number _____;

1.2.7. **“Services”** means the duties and responsibilities more fully described in clause 5 of this Agreement and in Annexure “A” hereto;

1.2.8. **“Service Fees”** means the fees more fully described in clause 7 below;

1.2.9. **“Signature Date”** means the date of signature of this Agreement by the party signing last in time by a person duly authorized to do so;

1.2.10. **“VAT” means** Value Added Tax as levied in accordance with the Value Added Tax Act 89 of 1991, as amended.

2 INTRODUCTION

2.1 Sentech requires the Services Provider to provide the Services 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 in terms of this Agreement 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 in terms of this Agreement 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 three years, with the option to extend for another two (2) years.

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 the Services more fully described in Annexure "A" hereto, as and when required.

5.2 In performing the Services established for this Agreement, the Service Provider undertakes to:

- 5.2.1 timeously respond to the "Task Order" Requests" issued.
- 5.2.2 attend site inspections when required to do so;
- 5.2.3 timeously mobilize resources to perform work within a stipulated period;
- 5.2.4 not collude with other service providers in responding to Sentech's requirements;
- 5.2.5 where possible, obtain local labour as shall be determined by the location of the site where the Services shall be rendered;
- 5.2.6 at all times carry out its duties and obligations in terms of this Agreement in a competent and professional manner;
- 5.2.7 at all times act with the utmost good faith towards Sentech and to promptly and punctually carry out and perform all its duties and obligations in accordance with the provisions of this Agreement;
- 5.2.8 adhere to all Sentech's rules and regulations whilst on the sites.

- 5.3 The Service rendered by the employees of the Service Provider must be rendered under competent supervision provided by the Service Provider.
- 5.4 The Service Provider shall guarantee that the Service shall be rendered and executed in a professional manner in accordance with the job description as provided by Sentech.
- 5.5 The Service Provider shall guarantee that its personnel shall have the expertise to execute their functions properly.
- 5.6 The Service Provider is not entitled to cede any of its rights or delegate any of its obligations under this Agreement without Sentech's prior written consent.
- 5.7 The Service Provider shall not be entitled to appoint any sub-contractor/s without Sentech's prior written consent. Notwithstanding the appointment by the Service Provider of any sub-contractor/s, the Service Provider shall remain liable for the fulfillment of all its obligations in terms of this Agreement.

6 RIGHTS OF SENTECH

Sentech reserves the right to:

- 6.1 Go outside this Agreement to source services that cannot be sufficiently fulfilled within this Contract.
- 6.2 Approach other service provider's if there are no responses from the service providers on the Agreement.
- 6.3 Remove the Service Provider from the Agreement if the Service Provider's performance is unsatisfactory or if the Service Provider does not respond to Sentech's "Call of Requests";
- 6.4 Refrain from using the under-performing Service Provider for a period not exceeding twenty (24) months;

- 6.5 List the defaulting Service Provider on the National Treasury Database of prohibited suppliers;
- 6.6 Regularly update this Agreement through an open tender process;
- 6.7 Negotiate prices received, and
- 6.8 If required, rotate service providers to afford all service providers an opportunity to provide services to Sentech.

7 SENTECH'S DUTIES

- 7.1 Sentech shall make payment to the Service Provider in terms of clause 8 below.

8 SERVICE FEES AND PAYMENT

- 8.1 Prices shall be based on the pricing model described in Annexure A hereto. When Sentech wishes to acquire any of the Services listed in Annexure A hereto, Sentech shall request the Service Provider via the "Task Order Request" as described in Annexure B hereto. The quotation shall 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, and
- 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.

17 CESSION

Sentech shall be entitled to cede, delegate, assign, charge, transfer or otherwise dispose of this Agreement or any rights or obligations therein in whole or in part, upon prior written notice to the Service Provider.

18 BREACH

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.

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

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.

Sentech hereby invites bids from suitably qualified and experienced Service Providers to be included on a Panel of Forensic Investigative and Probity Review Service Providers for a period of three years. While Sentech intends to appoint at least six (6) bidders onto its preferred list of service providers; Sentech reserves the right to appoint less than six (6) bidders onto its preferred list of service providers. Successful Bidders will be entered onto the Panel of Forensic Investigators and will be subject to Sentech's standard Framework Agreement. The Successful bidder(s) are required to be available immediately upon appointment

The Panel will work on an as-and-when-required basis. Bidders on the Panel will be invited by Sentech to complete Task Order Form, which will be evaluated, and lowest bidder will be successful for the services. While Sentech intends to appoint service provider(s) under the Framework Agreement, it is imperative to state that Sentech promises no quantum of work to any successful bidder.

The appointed panel will be required to perform the following types of services, but not limited to this list:

- Fraud investigations.
- Forensic audit.
- Criminal investigations.
- Recovery of losses.
- Cybercrimes.
- Laptop and mobile phone mirror imaging and analysis.
- Digital fraud.
- Forensic Data Analysis.
- Other related services, as and when required such as hand-writing analysis.

- Probity Review Services

NB. The Engagement/ Investigative Lead will be expected to sign off the final investigation and probity report (s).

II. Description of the services

Appointment, through a Framework agreement, Service providers specialising in Forensic investigative and Probity Review services, on an as and when required basis for a period of three (3) years.

III. Structure of the Framework Agreement

Sentech intends to appoint service provider(s) under a Framework Agreement, a forensic panel of six service providers to provide forensic investigative 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.

IV. Requirements and Turnaround times

Sentech requirements from the service provider:

- The service provider shall use their private transport, if required, for any interviews at a Sentech site.
- The service provider shall indicate reasonable arrival time on site.
- The service provider shall use their own tools for the forensic investigative services.
- The service provider shall allocate knowledgeable and qualified resources for the forensic investigation allocated to them.
- The service provider shall execute the forensic investigation and issue the final investigation report within the stipulated Service Level Agreement (SLA). The following considerations shall be considered:

- a. In addition to the company Non-Disclosure Agreement, the proposed investigator/s will be required to sign a non-disclosure and confidentiality agreement.
- b. If the performance of the investigator/s allocated by the service provider does not meet the required standard, then SENTECH reserves the right to request another investigator/s be allocated to assist us.
- c. The successful service provider must be immediately available once appointed.
- d. The Formal Forensic report with the outcome of the investigation and supporting evidence, as well as reporting any other control weaknesses identified during the investigation, must be signed off by the certified and registered fraud engagement lead.
- e. Addressed to the Chief Audit Executive, to be further distributed as applicable.
- f. The investigating team might be required to present the report to the Audit and Risk Committee and/ or other structures of the company, as well as stand as witness for any related disciplinary hearings or other related cases.
- g. The service provider shall submit all necessary documentation such as the invoice and a statement for services rendered.

V. Issuing of Task Orders

- i. Request service provider to render required services via a phone call or email. All verbal requests shall be immediately/ next working day be followed by written communication via email.
- ii. Sentech shall clearly indicate the scope of the investigation or probity services required, the estimated hours and any other related information that may be required by the service provider.
- iii. Request service provider to provide all expected skills and subject matter experts as required based on the scope of investigation or probity services provided.

I. Pricing Model

Pricing data should be provided in the format below and rates should be in line with relevant AG/ market rates. Rates should cover a three year period.

Price List

Description	Rate – Year 1	Rate – Year 2	Rate – Year 3
Lead Investigator/ Director			
Senior Manager/ Investigator			

Assistant Manager/ Investigator			
Subject Matter Expert -Digital Forensics			
Subject Matter Expert – Handwriting ect.			
Disbursements:			
Rate per KM			
Hotel preferences			
Other			

II. Invoices and Invoicing Procedure

- i. The quotation will be valid for a period of 90 days from the date of the quotation.
- ii. All invoices shall be submitted to the requesting Manager by the service provider for approval within 30 days of completion of the final investigation report, or as agreed for exceptional circumstances.
- iii. Any variation used shall be discussed with the requesting Manager for approval prior to adjustments.

III. Limitations on the use of this Framework Contract

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

ANNEXURE B: Task Order Request



Service provider company name	
Service provider contact	
Date	
Scope of Work (SOW)	
SENTECH Site	
Travel expected and details	
Requested by	
Approved by	
Name	
Signature	
Date	



Description	Rate per Agreement	Estimated hours based on SOW
Lead Investigator/ Director		
Senior Manager/ Investigator		
Assistant Manager/ Investigator		
Subject Matter Expert		
	Sub Total	
	VAT	
	Total (Including VAT)	
<i>Disbursements:</i> Rate per KM Flights Hotel preferences Car Hire Subsistence/ Meal allowance		