

**SERVICE AGREEMENT FOR THE PANEL OF PRE-QUALIFIED
SERVICE PROVIDERS FOR THE APPOINTMENT OF SERVICE
PROVIDERS ONTO THE PANEL OF MANUFACTURERS,
ASSEMBLERS AND RESELLERS OF STANDBY GENERATORS
AND STANDBY GENERATOR CONTROL PANELS FOR THE
MANUFACTURING, SUPPLYING, DELIVERING, RIGGING,
INSTALLATION, COMMISSIONING AND SLA MAINTENANCE
AGREEMENT FOR OPEN SETS, CONTAINERISED AND CANOPY
STANDBY GENERATORS (STG) AT VARIOUS SENTECH
TRANSMITTER SITES, ON AN “AS AND WHEN” REQUIRED
BASIS FOR THE PERIOD OF THREE (3) YEARS**

Tender Ref: SENT/017/2025-26

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 date of the appointment letter.

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 Diesel Generator Supply of 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 manufacturers, assemblers and resellers of standby generators and standby generator control panels for the manufacturing, supplying, delivering, rigging, installation, commissioning and sla maintenance agreement for open sets, containerized and canopy standby generators (STG) as more fully described in Annexure “A” hereto, as and when required.
- 5.2 In performing the Services established for this panel, the Service Provider undertakes to:
- 5.2.1 timeously respond to the Request for Quotations / Proposals issued;
 - 5.2.2 attend site inspections when required to do so;
 - 5.2.3 timeously mobilize resources to perform work within a stipulated period;
 - 5.2.4 not collude with other service providers in the panel in responding to Sentech’s requirements;
 - 5.2.5 where possible, obtain local labour as shall be determined by the location of the site where the Services shall be rendered;
 - 5.2.6 at all times carry out its duties and obligations in terms of this Agreement in a competent and professional manner;
 - 5.2.7 at all times act with the utmost good faith towards Sentech and to promptly and punctually carry out and perform all its duties and obligations in accordance with the provisions of this Agreement;
 - 5.2.8 adhere to all Sentech’s rules and regulations whilst on the sites.
- 5.3 The Service rendered by the employees of the Service Provider must be rendered under competent supervision provided by the Service Provider.
- 5.4 The Service Provider shall guarantee that the Service shall be rendered and executed in a professional manner in accordance with the job description as provided by Sentech.
- 5.5 The Service Provider shall guarantee that its personnel shall have the expertise to execute their functions properly.
- 5.6 The Service Provider is not entitled to cede any of its rights or delegate any of its obligations under this Agreement without Sentech’s prior written consent.

5.7 The Service Provider shall not be entitled to appoint any sub-contractor/s without Sentech's prior written consent. Notwithstanding the appointment by the Service Provider of any sub-contractor/s, the Service Provider shall remain liable for the fulfillment of all its obligations in terms of this Agreement.

5.8 The Service Provider shall comply with all the legal requirements of the UIF and Provident Fund for the duration of the Agreement.

6 RIGHTS OF SENTECH

Sentech reserves the right to:

- 6.1 Go outside the panel to source services that cannot be sufficiently fulfilled within the panel;
- 6.2 Approach other service provider's if there are no responses from the service providers on the panel;
- 6.3 Remove a service provider from the panel if the service provider's performance is unsatisfactory or if the service provider does not respond to Sentech's Requests for Quotations for more than three consecutive occasions;
- 6.4 Refrain from using the under-performing service provider for a period not exceeding twenty (24) months;
- 6.5 List a defaulting service provider on the National Treasury Database of prohibited suppliers;
- 6.6 Regularly update the panel through an open tender process;
- 6.7 Negotiate prices received, and
- 6.8 If required, rotate service providers to afford all service providers an opportunity to provide services to Sentech.

7 SENTECH'S DUTIES

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

8 SERVICE FEES AND PAYMENT

8.1 Prices shall be on a quotation basis. When Sentech wishes to acquire any of the Goods listed in Annexure A hereto, Sentech shall request the Service Provider to provide a quotation for the cost thereof, which quotation will be valid for a period of 30 days from the date of the quotation.

8.2 Payment shall be made to the Service Provider into the following Bank account:

Account name:

Bank :

Account number:

Branch code :

- 8.3 Nothing precludes Sentech from withholding payment on any invoice if Sentech, in its sole and absolute discretion, is of the reasonable opinion that the Service Provider has not satisfactorily performed in accordance with its obligations in terms of this Agreement.

9 INDEMNITY

- 9.1 The Service Provider indemnifies and holds Sentech harmless against all liability, damage, obligation, responsibility, cost and expenditure of any nature which may arise out of this Agreement and/ or the use of Sentech's facilities; as well as for any physical damage to the Service Provider's property. Sentech shall not be liable for any damage to the property of the Service Provider which may be caused by its employees, agents, contractors, subcontractors, vehicles and/or activities of Sentech, excluding damage as a result of wilful and/or negligent action. However, any such damage shall be reported to Sentech in writing within 48 (forty-eight) hours, of having knowledge of such damage.
- 9.2 The Service Provider shall indemnify Sentech and keep Sentech indemnified whilst it and/ or its employees are present on the Sentech's premises, or for the duration of this agreement with Sentech, whichever period is the longest, against all losses and claims for injuries or damage, of any nature and howsoever caused, to any person or property whatsoever, which may arise out of or in connection with the Services being performed by the Service Provider.

10 CONFIDENTIALITY

- 10.1 The Service Provider shall keep confidential and not use directly or indirectly, at any time during or after termination of this Agreement disclose or divulge to any person (save and except insofar as may be required by law
- 10.1.1 Any written instructions, drawings, notes, memoranda, data, discs or records (the "documents") relating to Sentech's business and affairs which are made by the Service Provider or which come into its possession during the currency of this Agreement. Any such documents shall be deemed to be the property of Sentech and shall be surrendered to Sentech in the event of the termination of this Agreement by Sentech, and the Service Provider will not retain any copies thereof or extracts therefrom.

11 TERMINATION

11.1 Sentech may immediately, and within its sole discretion terminate this Agreement at any time, by providing written notice to the Service Provider if:

11.1.1 it is not satisfied with the quality of any of the Services;

11.1.2 the Service Provider becomes insolvent, or guilty of fraud or dishonesty, willful default, negligence or incompetence;

11.1.3 there is a change in Sentech's strategic direction,

11.1.4 circumstances exist justifying such termination at the sole and absolute discretion of Sentech including due to operational requirements.

12 DOMICILIUM CITANDI ET EXECUTANDI

12.1 The Parties hereto respectively choose *domicilium citandi* et *executandi* ("*domicilium*") for all purposes of and in connection with this Agreement as follows:

SENTECH

Octave Street,

Radiokop Ext. 3

Honeydew

Private Bag X06

Honeydew, 2040

Fax: 086 743 1794

Attention:

Executive: Legal and Regulatory

AND

The Service Provider

Tel: _____

Fax: _____

Email: _____

12.2 Any notice given by either party to the other shall be deemed to be received by the addressee:

12.2.1 on the date on which the same was delivered to the addressee's *domicilium*, if delivered by hand (unless proven otherwise); or

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

12.2.3 Any party hereto may change a *domicilium* referred to above to any address within the Republic of South Africa by giving written notice to that effect to the other party hereto.

12.2.4 The Parties hereto shall be entitled to change their *domiciliumi* from time to time provided that any new *domicilium* selected by them shall be situated in the Republic of South Africa and any such change shall only be effective upon receipt of notice in writing by the other party.

13 DATA PRIVACY AND PROTECTION

13.1 The Service Provider acknowledges that in providing the Services to Sentech, the Service Provider may be exposed to Sentech's Data, including Data of any of Sentech's clients and/or other third parties.

13.2 The Parties specifically record that all Data provided by Sentech to the Service Provider, or to which the Service Provider may be exposed, shall constitute Confidential Information and as such, the Service Provider shall comply with all the provisions of clause 10 with regard to such Data.

13.3 The Service Provider hereby warrants in favour of Sentech that it shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of the Sentech's Data protection policies and procedures, as may be updated from time to time, and any further requirements of which Sentech may, from time to time, advise the Service Provider in writing, or which may be required by legislation, regulation or any relevant industry body, whether within the Republic of South Africa or elsewhere in the world.

- 13.4 The Service Provider hereby warrants and undertakes that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than with the express prior written consent of Sentech, and to the extent necessary to provide the Services to Sentech. All data and software, including Sentech Data, provided by Sentech or accessed (or accessible) by Service Provider Staff members shall be used by such Staff members only in connection with the provision of the Services and shall not be commercially exploited by the Service Provider in any manner whatsoever.
- 13.5 The Service Provider further warrants that it shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which Data is copied, compiled, collected, collated, processed, mined, stored, transmitted, altered or deleted or otherwise used as part of providing the Services, shall at all times be of a minimum standard required by law and further be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.
- 13.6 The Service Provider indemnifies and holds harmless Sentech for any loss, whether direct or indirect, arising out of a failure to process any Sentech Data in accordance with the applicable laws.

14 BREACH

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

15 WHOLE AGREEMENT

15.1 This Agreement constitutes the whole Agreement between the Parties as to the subject matter of this Agreement and no agreements; representations or warranties between the Parties other than those set out herein will be binding on the Parties.

16 VARIATION

16.1 This agreement, including this clause, cannot be varied, added to, or cancelled by agreement otherwise than by means of a further written and signed agreement between the parties.

17 RELAXATION

17.1 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by either Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver of, or otherwise affect any of that Party's rights arising from this Agreement.

18 EXECUTION:

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 202_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**DULY AUTHORISED FOR AND
ON BEHALF OFSENTECH 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 the largest distributor of broadcasting signals 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 intends to appoint a panel of service providers for the manufacturing, supplying, delivering, rigging, installation, commissioning, and SLA maintenance agreement for open sets, containerized and canopy Standby Generators (STG), and control panels at various Sentech transmitter sites, on an “as and when” required basis for three (3) years with successful bidders. It is essential to note that Sentech promises no successful bidder any specific amount of work.

The bid is divided into three sections, for which any bidder may offer a bid for one or a combination of the sections, or for all the sections. If the bidder chooses to bid for more than one section, they should clearly separate the evidence substantiating their claims under the mandatory and functional evaluation criteria for each section bid for. Bidders are required to indicate the section for which they are bidding.

II. Description of the services

Appointment of service providers onto the panel of manufacturers, assemblers, and resellers of standby generators and standby generator control panels for the manufacturing, supplying, delivering, rigging, installation, commissioning, and SLA maintenance agreement for open sets, containerized, and canopy Standby Generators (STG) at various Sentech transmitter sites, on an “as and when” required basis for three (3) years

Maintenance for a period of Twelve (12) months after the warranty period:

- a. The service provider(s) under this Scope of Work (SOW) will be responsible for labour and tools required to carry out all repairs, support maintenance as outlined in this Scope of Work.
- b. The service provider (s) will be required to evaluate the equipment and provide Operation Manager with a maintenance schedule
- c. The service provider (s) must submit to the responsible operation manager for review, the work sheet/checklist that will be used for performing maintenance service.

- d. Service provider (s) shall provide all supervision, labour, tools, and equipment to perform maintenance for the listed generators.
- e. All personnel working in the vicinity shall wear and/or use safety protection while all work is performed. Any questions or injuries shall be brought to the attention of the Occupational Health and Safety representative or Electrician (OHS rep) or Sentech representative.
- f. Material Safety Data Sheets (MSDS) shall be provided by the service provider (s) for all HAZMAT materials
- g. Maintenance for Standby generator sets to be performed by a certified technician or diesel mechanic. Sentech reserves the right to verify the certification of the resources working on any of the projects at any time.
- h. Line manager must immediately be made aware of any condition discovered that could result in equipment failure
- i. Test and inspection report shall be submitted to the line manager within three (3) business days of completion of the work
- j. If any discrepancies are found with the standby generator system that are not covered under this scope of work, then the service provider (s) must provide the following:
 - i. Detailed report noting the discrepancy found
 - ii. Bill of Materials (BOM) to include component name, quantity, part number, and price for any repair material required and material lead time
 - iii. Price quote for repair labour
- k. The service provider (s) shall:
 - i. Provide maintenance and repair services as and when required by Sentech
 - ii. Provide only qualified, experienced or manufacturer certified repair technicians for the maintenance and repair services provided under this contract

Repair during the Twelve (12) months after the warranty period

- a. Provide repair services as required to ensure each generator meets the manufacturer's recommended performance standards
- b. Provide designated manager with the total estimated cost of the maintenance and repair services including:
 - i. The number of hours required to complete the service; and
 - ii. The replacement parts and/or materials required to complete the service
- c. Notify designated Operations Centre Manager immediately in the event a generator cannot be repaired the same day/visit
- d. Ensure that all replacement parts provided under this agreement are new and from the same manufacturer as the original part (s) or an equivalent that meets or exceeds OEM

(Original Equipment Manufacturer) standards. All replacement parts should comply with the competition compensation ruling relating to South African automotive aftermarkets guideline.

- e. Service provider shall not provide any equivalent part (s) where its use will void any warranty of the equipment being serviced
- f. Any equivalent parts provided shall be approved by designated Operation Centre Manger
- g. All replacement parts shall have a minimum of a one (1) year warranty
- h. Ensure service providers personnel leave all serviced equipment and the service area safe, clean and ready for use
- i. Upon completion of the service, both designated Operation Centre personnel and the service provider (s) shall legibly sign off the work completed
- j. Warranty all repairs for 30days. Warranty repairs shall be coordinated with designated Operation Centre personnel within two (2) business days of the service provider receiving notification of a warranty claim. In the event a warranty claim threatens the malfunction or shutdown of a generator, the service provider shall immediately respond to the request for warranty service
- k. Service provider shall be responsible to correct any issues related to the repair at their own expense

III. Services areas

As mutually agreed with Sentech under this Service Level Agreement

IV. Structure of the Service Level Agreement for repairs and maintenance after the warranty

V. Requirements and Turnaround times

Sentech requirements from the service provider:

- a. Service provider shall use their private transport to travel to and from Sentech site.
- b. The service provider shall indicate a reasonable arrival time on site for any work.
- c. The service provider shall be able to render the required services even after working hours, on weekends, and public holidays.
- d. Service providers shall use their tools for any work carried out on-site.
- e. Service provider shall allocate knowledgeable and qualified resources for any service provided to Sentech under this SLA

- f. Service provider shall deliver the required resources within the stipulated Service Level Agreement (SLA). The following considerations shall be considered:
 - i. i. Normal working hours—An average of 4 to 6 hours from the time the service provider receives a request from Sentech to the time the required resources are dispatched to the Sentech site, weather permitting.
 - ii. Weekends and public holidays—An average of 4 to 8 hours from the time the service provider receives a request from Sentech to the time the required resources are dispatched to the Sentech site, weather permitting.
 - iii. After hours – An average of 4 to 8 hours from the time service provider receive a request from Sentech to the time the required resources are dispatched to Sentech site, weather permitting.
- g. The service provider shall take an average of 2 to 3 hours for the investigation of the standby generator on arrival on site.
- h. The service provider shall take an average of 4 hours to travel from their station to a Sentech site weather permitting. Distances, road conditions to Sentech sites differs these conditions shall also be taken into account and an exception be made where necessary.
- i. The service provider shall submit all necessary documentation, such as an invoice, fault report, maintenance report, and statement for services rendered.
- j. Service provider shall provide at least 30 days' warranty for work completed.
- k. Service provider shall provide Sentech with a Certificate of Compliance (CoC) when requested.

VI. Pricing Model

The rates and prices entered for each item include all work and other things, such as maintenance costs and all other necessary costs to render the required service. Sentech will embark on price negotiations with bidders, with the intention of negotiating for fixed costs for items such as man-hours and kilometres, as shown below:

Sentech shall endeavour to review all fixed rates on an annual basis, with the intention of escalating CPI plus 1 % annually for the duration of the Service Level agreement.

Manufacturing, Supplying, Delivering, Rigging, Installation, Commissioning, and Sla Maintenance:

The rates and prices entered for each item include all work and other things such as maintenance costs, and all other necessary costs to supply the item

Item	Description	Unit	Quantity	Unit Price	Total
1.	Transportation	km			
2.	Installation Electrician	Hr			
3.	Software Programmer	Hr			
4.	Diesel Mechanic	Hr			
5.	Sundries				
6.					
7.					
Material Total excluding VAT in Rands					
15% VAT in Rands					
Material Total Including VAT in Rands					

VII. Invoices and Invoicing Procedures

- Prices shall be based on the pricing model in Table 1.
- The quotation will be valid for 30 days from the date of the quotation.
- All invoices shall be submitted to the requesting Manager by the service provider for approval within three days for processing.
- Any variation used shall be discussed with requesting Manager for approval prior to adjustments.

VIII. Limitations on the use of this Service Level Agreement

Shall the appointed service provider fails to deliver on the Sentech request within the specified SLAs, Sentech reserves the right to go on the open market for the services required under this Service Level agreement.