SERVICE LEVEL AGREEMENT FOR PRE-QUALIFIED SERVICE PROVIDERS

Appointment of Structural Engineering Firms to a Panel of Service Providers to Render Structural Design and Analysis Services on Sentech SOC Ltd Mast Structures for a Period of Three Years with an option to extend for Two Years.

SENT-050-2026-27

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_____

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 from the Service Provider in respect of, inter alia, to _____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 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 on 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 date of the appointment letter and shall endure for a Period of Three-Year Panel Contract with a possibility of a Two-Year contract extension renewal

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

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

5.2.1 timeously respond to the "Call Off 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 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 It remains the responsibility of the service provider to inform Sentech of any changes to the technical personnel deployed to site. The personnel evaluated during the tender process are assumed to be the ones assigned to the work; therefore, the service provider must notify Sentech if different personnel are proposed. Any replacement personnel must be equally or more competent and qualified in accordance with the requirements set out in the tender.

5.7 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.

5.8 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 the Service Level 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 Panel.

6.3 Sentech reserves the right to remove a Service Provider from the Panel for unsatisfactory performance or repeated failure to respond to Requests for Quotations (RFQs). Where a Service Provider fails to respond to three (3) consecutive RFQs without providing written reasons for non-participation, Sentech may initiate removal proceedings, subject to written notice and an opportunity for the Service Provider to make representations within five (5) working days. The final decision shall be taken by the duly authorized Sentech official.

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 Sentech reserves the right to request proof from any personnel deployed to site to verify that they are equally competent and qualified as stipulated in the tender requirements.

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. When Sentech wishes to acquire any of the Goods listed in Annexure A hereto, Sentech shall request the Service Provider via the "Call of Procedure" as described in Annexure A, the 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.

8.4 Payment will be made in accordance with the approved purchase order (PO). Any work performed outside of the PO without prior approval of the variation order will not be paid

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 willful 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.

9.3 The service provider shall maintain valid and up-to-date insurance cover adequate to address all risks associated with the scope of work. Such insurance shall include, but not be limited to, public liability insurance, performance guarantees, and any other cover necessary to mitigate risks arising from the execution of the works.

9.4 Service providers shall utilise their own tools and equipment for all work carried out on site. Where a service provider requests to use Sentech tools or other resources, it shall remain the service provider's responsibility to ensure that such tools or resources comply with the requirements of this Framework Agreement, as well as all applicable standards and regulations.

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 and workmanship 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 dispatched 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 favor 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 Sentech harmless 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 BREACH

17.1 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 aforegoing 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 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 UNDERSIGED 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.

Mast structures and buildings, on high sites are one of Sentech's most valuable assets. Preventative maintenance of these assets is a necessary activity and is done in accordance with Sentech's maintenance policy or SOP's. The purpose of maintaining these assets is to provide a long-life span period for these assets, and also protecting the image of Sentech in future.

Without a proper or outlined preventative maintenance plan, these assets can end up deteriorating or collapsing due to non-maintenance and thus becoming a danger to Sentech employees, facility sharers or third parties.

It is therefore an intention from Sentech Managed Infrastructure Business department to Appoint Structural Engineering Firms to a Pre-qualified Service Providers Panel to Render Structural Design and Analysis on Sentech SOC Ltd Mast Structures for a Period of Three-Year Panel Contract with a possibility of a Two-Year contract extension renewal

II. Description of the services

Appointment of Structural Engineering Firms of Pre-qualified Service Providers to Render Structural Design and Analysis on Sentech SOC Ltd Mast Structures for a Period of Three-Year Panel Contract with a possibility of a Two-Year contract extension renewal .

Prospective Bidders are to choose between 1 of 2 Option models as prescribed here below:

Options :

1. **Structural Engineering Audit and recommendations only:**

- Existing Mast/Tower Structural Analysis – Mast structural audit report programme to include but not limited to:
  - ✓ Available capacity on mast flat areas between guy sections/segments (e.g segment between ground level and 1st guy rope flat area),
  - ✓ Each guy rope current capacity,
  - ✓ Show all existing antennas and their elevation position on mast, including photos of said antenna
  - ✓ New Tensioning settings recommendations on guy ropes to improve mast strength capacity
  - ✓ Detailed Mast legs/members, paint and bolts condition,
  - ✓ Inspection of anchor blocks, concrete condition and environmental wear
  - ✓ Computer programme utilised must have capabilities to automatically produce a GA model similar to that of the TNX software, refer to **ANNEXURE B**
  - ✓ Detailed recommendations and guidance to improve and extend the lifespan of the mast structure…
- Engineers will also be required to climb the mast structure for closer visual inspection

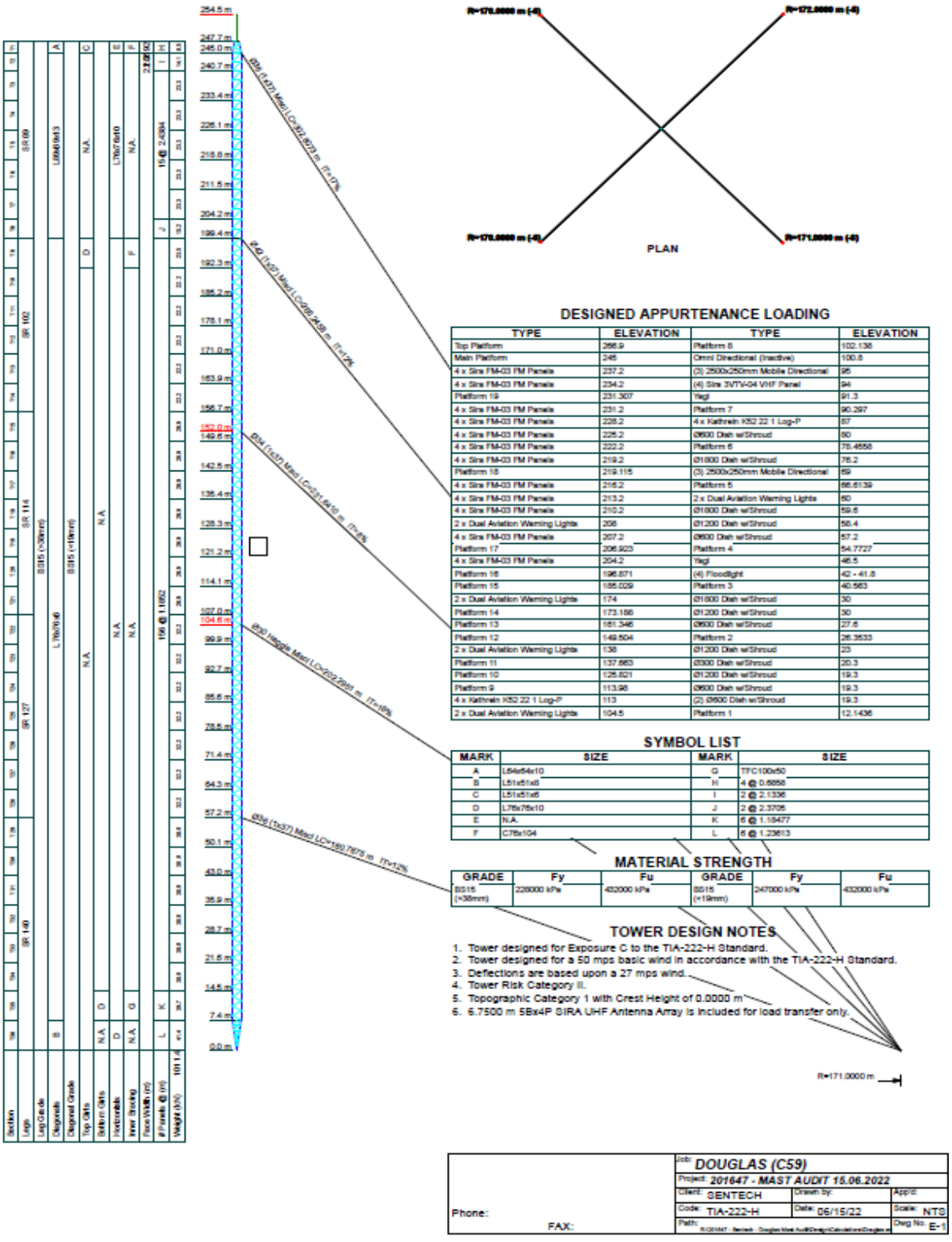
2. **Site Ownership of the mast by the engineering firm, for the duration of the existing panel:**

- Mast Infrastructure audits and mast upgrades recommendations as outlined in Option 1.
- Mast Infrastructure conditional assessments (Available and existing mast capacity)

- Identify redundant antennas on mast, audits on approved antennas versus As-Installed equipment on site
- Conduct Technical site surveys, designs and drawings providing information but not limited to:
  - ✓ Mast member dimensions (uprights, diagonals, horizontals, braces)
  - ✓ Mast corrosion level, bolts condition and specification
  - ✓ Inspection of anchor blocks, concrete condition and environmental wear
  - ✓ Condition of Guy ropes (Greasing requirements) and their recommended tensioning
  - ✓ Identifying maintenance and repairs which requires urgent attention so that a site is complying with local safety regulations and (ANSI/TIA – 222 latest international standards,
  - ✓ Mast Structural Computer programme which have capabilities to automatically produce a GA model similar to that of the TNX software, refer to **ANNEXURE B**

- Compile a scope of works with detailed bill of quantities and engineering personnel resources required, to adequately address the recommendations mentioned in the structural analysis report.
- Once a successful contractor has been appointed, manage the project from inception until site hand over
- Sign off on the works completed ensuring it complies with safety regulations and standards
- Re-run the computer programme on the mast structure once all the strengthening measures has been completed
- Revise the audit report should any significant antenna/equipment has been added or removed on mast as requested by Sentech timeously
- Once the above have been achieved, existing As-Built drawings (legacy site plans), old structural reports to be incorporated into a new ongoing working document (file) for a site mast and anchor blocks

- Engineers will also be required to climb the mast structure for closer visual inspection



ANNEXURE B

III. Services areas

As required per Sentech Transmitter Site under this Service Level Agreement.

IV. Structure of the Service Level Agreement

Request for RFQ will be issued to service provider/s and a winning bidder will be awarded.

V. Requirements and Turnaround times

Sentech requirements from the service provider:

i. Service provider shall use their private transport to travel to and from Sentech site. (**Sentech sites are situated on the mountains, therefore it is essential for service provider to use 4 x 4 off road /similar vehicles to access the site.)**
ii. The service provider shall indicate reasonable arrival time on site for any work.
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 design and audits
vi. The service provider shall conduct material testing as directed by the project manager and in accordance with the specifications and scope of work.
vii. Turnaround time
viii. Service provider shall deliver the required resources within the stipulated Service Level Agreement (SLA). The following considerations shall be considered:
    a. Assume normal working hours on site – An average of 2 weeks from the time the service provider receives a purchase order from Sentech, a contractor is required to have arranged their resources and site access with Sentech, and site measurements/field-work completed, weather permitting.
    b. Structural Audit Report – Upon field work/ measurements completion, an average of 7 working days thereafter for the draft report to be submitted to Sentech for review
    c. Sentech representatives to review the draft report within 7 working days up on receipt, thereafter a final report must be submitted by contractor or a request for a report review meeting might be arranged (for clarification if needed)

d. Weekends, after hours and public holidays – Allow an average of 12 to 24 hours request for Sentech to allocate required resources to be despatched to site, weather permitting.

ix. Distances, road conditions to Sentech sites differs, these conditions shall also be taken into account and an exception be made where necessary.

x. Service provider shall submit all necessary documentation such as invoice, fault report, maintenance report and a statement for services rendered.The service provider must complete the work within the time frame specified, and any delays must be communicated to the project manager in writing upon realization, along with the intent to apply for a time extension.

VI. Pricing Model

The rates and price entered for each item includes for all work and other things such as traveling 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 kilometre rate as shown below:

Escalation shall be within annual ECSA tariffs for engineers annually for the duration of the Service Level agreement.

Inspections and support:

The rates and price entered for each item includes for all work and other things such as Inspection costs, and all other necessary costs.

Item	Description	Unit	Rates
1.	Travelling	km	
2.	Lead Engineer	Hourly	
3.	Design Engineer	Hourly	
4.	Technologist	Hourly	
5.	Draughtsperson	Hourly	
6.	Climber	Hourly	

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

Table 1: Pricing model

VII. Invoices and Invoicing Procedure

i. Prices shall be based on the pricing model described in Table 1 or as specified in the RFQ.
ii. The quotation will be valid for 90 days from the date of submission.
iii. All invoices shall be submitted to the requesting Manager by the service provider for approval within three days after final completion is given for processing.
iv. 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(s) fail to deliver on Sentech request within specified SLAs, Sentech reserves a right to go on an open market for the services required under this Service Level agreement. The work to be completed will be limited to the scope of work specified in the RFQ, and any variations or adjustments to the scope of work must be implemented only after Sentech's approval.