



PARTICIPATION AGREEMENT

APPOINTMENT OF A SERVICE PROVIDER/S FOR PROVISION OF REFLECTIVE MARKING OF SOUTH AFRICAN POLICE SERVICE (SAPS) VEHICLE FOR THE STATE FOR THE PERIOD 1 MARCH 2022 TO 28 FEBRUARY 2025

**Entered into
between**

Represented herein by _____ in his/her capacity as _____
(herein after referred to as "Participant")
with its principal place of business at

and

Represented herein by _____ in his/her capacity as _____
(herein after referred to as "Service Provider")

With registration number: _____

and with its principal place of business as

Collectively referred to as the "Parties"

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Annexure A: Master Transversal Contract

Annexure B: Service Request

Annexure C: Special Conditions of Contract

RECITAL

- A.** This Participation Agreement is concluded pursuant to the Master Transversal Agreement signed between National Treasury and the Service Provider resulting from Bid number RT47-2022 for the appointment of service provider/s for provision of reflective marking of South African Police Service (SAPS) vehicles for the state.
- B.** The Master Transversal Agreement enables State Beneficiaries that have consented to participate in the RT47-2022 by signing a Participation Letter to enter into Participation Agreements with Service Providers appointed by the Customer under Bid number RT47-2022
- C.** All Participation Agreements, although individually separated from each other, shall form part of the Master Transversal Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 The interpretations set forth in the Master Transversal Agreement shall apply *mutatis mutandis* to this Agreement.

1.2 Unless the context otherwise provides, any terms used in this Participation Agreement and for which no definition is provided in this Participation Agreement, shall bear the meaning ascribed thereto as defined in the Master Transversal shall bear corresponding meanings). In addition, the following definitions shall apply to this Participation Agreement:

- **“Agreement”** means this Participation Agreement together with all its Annexures;

2. RELATIONSHIP BETWEEN THE PARTICIPATION AGREEMENT AND THE MASTER TRANSVERSAL AGREEMENT

2.1 The terms of the MTA are incorporated into this Agreement by reference as if set forth in full in this Agreement subject to any variations to the terms of the MTA as described in this Agreement. Save to the extent agreed upon to the contrary in this Agreement, the Parties to this Agreement shall be bound to the terms and conditions of the MTA. Any lawful modifications or amendments to the terms of the MTA, executed in accordance with the provisions of that agreement, shall also be applicable to this Agreement, without requiring any further amendment to be executed under this Agreement.

2.2 This Agreement may vary the terms and conditions of the MTA only in respect of the service levels with respect to the subject matter of this Agreement. Notwithstanding the above, the Parties acknowledges that any amendment of this Agreement to the extent that it conflicts with the provisions or the spirit of the MTA shall have the effect that this Agreement falls outside the application of the MTA and shall be deemed as such.

3. COMMENCEMENT AND DURATION

3.1 Notwithstanding the date of signature, this Agreement shall commence on the commencement date of the MTA and shall endure for 36 (thirty-six) months or until the expiry or termination date of the MTA.

- 3.2 The Participant may terminate this Agreement in line with the provisions of the MTA. Such termination shall be in consultation with the Customer. Termination of this Agreement shall result in termination of all Service Requests issued under this Agreement.

4. SERVICES

- 4.1 Service Provider shall supply and deliver the goods and/or services as provided for in the MTA by entering into a Service Request with the Participant.
- 4.2 Nothing in this Agreement shall prevent the Participants from entering into a separate Participation Agreement with another Service Provider/s as appointed by the Customer under RT47-2022 nor shall anything prevent a Service Provider from concluding a Participation Agreement with other Participants. The Participant shall ensure that the Service Provider that has concluded Participation Agreements with other Participants has the necessary required resources to enable it to be able to continuously render services to it and all the relevant service providers without disruption for the entire duration of the Agreement.
- 4.3. The Participant may issue more than 1 (one) Service Requests under this Agreement. The Service Provider acknowledges that this Agreement (as provided for in the MTA) is on an “as and when required basis” at the sole discretion of the Participant. The Service Provider acknowledges further that the Participant cannot and shall not guarantee a number of Service Requests that it will issue to it as this will depend on the needs of the Participants as well as the performance of the Service Provider.

5. SERVICES AND SERVICE LEVELS

The Service Provider shall adhere to the service levels as contained in the Contract Circular and Service Request in line with the provisions of the MTA for the provision of reflective marking of South African Police Service (SAPS) vehicle as well as the timelines for delivery.

- 5.1 The Service Provider shall ensure all deliveries or dispatches are accompanied by a delivery note stating the official order number against which the delivery has been effected.
- 5.2 The Service Provider shall follow all instructions appearing on a Service Request regarding the provision of reflective marking of vehicles delivery and dispatch of all vehicles as the case may be.
- 5.3 The Service Provider shall bear responsibility for all costs occasioned by the return of deliveries that are not in line with the Service Request.

6. FEE PAYMENT

- 6.1 The Service Provider shall, where issued with a Service Request, invoice the Participants for services rendered in terms of the provisions of the MTA.
- 6.2 Each invoice shall contain-
- 6.2.1 A description or inventory of all reflective marking of vehicle items delivered;
 - 6.2.2 Date of delivery; and
 - 6.2.3 Any such details as may be reasonably requested by Customer/Participants from time to time.
- 6.3 The Service Provider shall verify that each invoice is complete and accurate and that it conforms to the requirements of this Agreement.
- 6.4 Participants shall pay all undisputed invoices within 30 (thirty) days of receipt and approval of an invoice.
- 6.5 The Participant shall make all payments to the Service Provider's bank account as follows:

Account Holder :
Bank :
Type of account :
Account number :

Branch :

7. NOTICES AND DOMICILIUM

7.1 The Parties choose as their *domicilia citandi et executandi* for all notices, correspondence and all purposes pursuant to this Agreement the following addresses:

(a) For the Participant

Physical address	Postal Address

(b) For the Service Provider

Physical address	Postal Address

7.2 Any Party may change its *domicilium citandi et executandi* by means of a written notice to the other Party, provided that such *domicilium* shall be an address within the Republic of South Africa.

7.2.1 Any notice in terms of this Agreement shall either be:

7.2.1.1 Delivered by hand to the physical address indicated in clause 7.1 during normal business hours of the recipient; or

7.2.1.2 Sent by prepaid registered post to the postal address indicated in clause 7.1.

7.3 A notice in terms of this Agreement shall, unless the contrary is proven, be considered to be duly delivered:

7.3.1 On the date of delivery, if delivered by hand; or

7.3.2 Seven (7) business days after the date it was posted, if sent by prepaid registered post.

7.4 Notwithstanding anything to the contrary contained or implied in the Agreement, the written notice or communication actually received by either Party, through the Parties' designated representatives in terms of this Agreement, including by way of facsimile transmission or e-mail, shall be adequate written notice or communication to the Party concerned.

EXECUTION / SIGNATURES

IN WITNESS WHEREOF the Parties have executed this Agreement on the date of last signature herein under:

FOR THE PARTICIPANT

SIGNED AT _____ on this the _____ day of _____ 2021

Signature _____

Name _____

Designation _____

(Duly authorised thereto)

Witness:

1. _____
Name & Surname Signature

2. _____
Name & Surname Signature

FOR THE SERVICE PROVIDER

SIGNED AT _____ on this the _____ day of _____ 2021

Signature _____

Name _____

Designation _____

(Duly authorised thereto)

Witness:

3. _____
Name & Surname Signature

4. _____
Name & Surname Signature