national treasury

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Ref No: 71/43/1/2/5

TO: ALL RT15-2016 PARTICIPANTS

RT15-2016 TRANSVERSAL CONTRACT FOR THE SUPPLY AND DELIVERY OF MOBILE COMMUNICATION SERVICES TO THE STATE FOR THE PERIOD 15 SEPTEMBER 2016 TO 31 AUGUST 2020

1. This letter serves as an official reminder by National Treasury to Participants on how the Participation Agreements contract period together with withholding any funds owing to the service provider should be dealt with in line with the Master Service Agreement (MSA).

2. **Start Date of a Participation Agreement**

   Each Participation Agreement shall have its own commencement date (CONNECTION DATE) and shall endure for a minimum period of twenty-four (24) months or a maximum period of thirty-six (36) months; however it shall be up to 31 August 2020 (Reference MSA 4.2) as the Master Service Contract.

3. **Subscription under the Participation Agreement**

3.1 A Minimum Subscription Term means a period of twenty-four (24) months being the minimum period of connection to the Network and/or Services for a SIM under a Subscription and a Maximum Subscription Term means a period of thirty-six (36) months.

3.2 The start date of each Subscription shall commence on the Connection Date and shall remain in force for the Minimum or Maximum Subscription Term where after it shall be renewed for another Minimum or Maximum Subscription Term whilst the transversal contract is still valid (i.e. prior to 31 August 2020).

3.3 All Subscriptions entered into under the Participation Agreement prior to 31 August 2020 will run for the full duration of the Subscription Term being either twenty-four (24) or thirty-six (36) months as per the solution procured even if it's beyond the Participation Agreement end date.

3.4 Post the end date of the Participation Agreement (i.e. from 1 September 2020) a Participant or Vodacom (either party) will end a Minimum Subscription at expiry by serving the other party with thirty (30) days written notice and will end a Maximum Subscription Service Schedule with ninety (90) days written notice.

4. **Procurement from RT15-2016 whilst it is still valid**

In terms of Treasury Regulations 16.A6.5 participants on RT15-2016 may not solicit bids for the same or similar product or service during the tenure of the transversal term contract.

5. **Withholding any sums owing by and to Participants**

Vodacom may withhold any sums currently owing to the Participant by way of credit note or rebate and offset such sums against the sums owing (Reference MSA 13.10)

Kind regards,

MS KWANELE MTEMBU
DIRECTOR: TRANSVERSAL CONTRACTING ICT & SECURITY SERVICES
DATE: 13 MARCH 2019