



**LIMPOPO**

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**PROVINCIAL TREASURY**

**TC/LP 01/2019**

**MASTER CONTRACT AND SERVICE LEVEL AGREEMENT**

**Entered into between**

**Limpopo Provincial Treasury, acting on behalf of the Limpopo Provincial Administration, herein represented by G.C. Pratt in his capacity as Accounting Officer, duly authorised thereto (hereinafter referred to as “the Department”)**

**and**

**Apex Business Systems Proprietary Limited with registration number 2018/262507/07, registered as such in terms of the Companies Act 71 of 2008 with its registered place of business as 269 16<sup>th</sup> Road, Randjespark, Midrand, 1685, herein represented by Freddy Greaver, in his/her capacity as Director, duly authorised thereto (hereinafter referred to as “the Service Provider”)**

**(Jointly “the parties”)**

*[Handwritten signatures and initials]*  
SE  
HE

**Contents**

1. Definitions.....3

2. Interpretation.....4

3. Master contract and Service Level Agreement .....4

4. Commencement and duration.....4

5. Monthly rental payments and cost per copy charge.....5

6. Obligations of Client.....6

7. Obligations of the Service Provider.....7

8. Obligations of the Principal.....7

9. Insurance.....7

10. Relocation of Equipment under lease.....8

11. Reporting.....8

12. Service Levels .....8

13. Cession.....12

14. Dispute Resolution.....12

15. Confidentiality .....12

16. Mediation.....12

17. Arbitration .....13

18. No waiver.....14

19. Liquidation.....14

20. Breach.....14

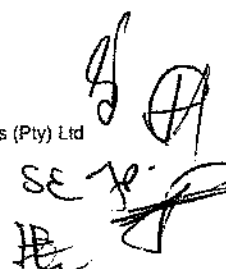
21. Indemnity.....15

22. Protection of rights.....16

23. Miscellaneous Legal Provisions .....16

24. Non variation.....16

25. Addresses for the service of notices and processes.....17



## 1. Definitions

Unless the context indicates otherwise –

**“Client”** means any Department of the Limpopo Provincial Government or any participating Public Entity within Limpopo Province;

**“this Contract”** means Annexure A: Government General Conditions of Contract;  
Annexure B: Terms of Reference (TOR) for TC/LP 01/2019; and  
Annexure C: Bid Specifications and Pricing Schedule for TC/LP 01/2019.  
Annexure D: Lease Agreement Form.

**“Cession”** means any Cession Agreement, in terms of any financing arrangement that the Service Provider has entered into, or may be required to enter into, from time to time.

**“Copy Charge”** means the consideration payable by the Client to the Service Provider for each black and white or colour copy that is produced by the equipment as stipulated in the Annexure B of this Agreement, and which is calculated by multiplying the total number of copies produced during the copy period;

**“Copy Period”** means the month in which the copies were produced;

**“Equipment”**: means all or any labour-saving devices that are subject matter of the Agreement;

**“Master Contract and Service Level Agreement”**: means an agreement entered into between the Principal and the Service Provider(s) and it is used to procure services for any of the Clients;

**“Lease Agreement”**: means an agreement entered into between by the Client and the Service Provider;

**“Lessor”**: means the Service Provider

Handwritten signatures and initials in the bottom right corner, including a large signature and several smaller initials.

**“Lessee”**: means the Client

**“Principal”** means the Limpopo Provincial Treasury acting on behalf of all the Clients.

**“Rental”** means the consideration payable by the Client to the Service Provider for the use of the equipment in the amounts as stipulated in Annexure B of this Agreement

**“Service Provider”** means a successful bidder who entered into a Master Contract and Service Level Agreement with the Principal.

**“Working Day”** means days on which business is generally conducted excluding Saturdays, Sundays and official public holidays.

## 2. Interpretation

In the event of a conflict between any term of this contract contained in this document and the Government General Conditions of Contract, the Terms of Reference and conditions contained in this document supersede the Government General Conditions of Contract.

## 3. Master contract and Service Level Agreement

This contract is defined as the Master Transversal Contract and Service Level Agreement between the parties and it is this contract only that is used to procure the services for the Clients.

## 4. Commencement and duration

- 4.1. The contract comes into operation on 1 February 2021 and ends on 31 January 2024. Departments may enter into lease agreements (Annexure “D”), , with a service provider for a period not exceeding 3 years, at any stage during the contract period.
- 4.2. Lease Agreement (Annexure “D”) entered into between a Client and a Service Provider may therefore extend beyond 31 January 2024 and for which the terms and conditions of this contract and any separate lease agreement (if any) will apply for the duration of that lease agreement. For the sake of clarity, the Service Provider will not enter into any new contracts with any Client after 31 January 2024, however

all running lease agreements in place will be subject to the terms and conditions of this Master contract irrespective of the date that it comes to an end.

- 4.3. Both the Lessor and the Lessee must ensure that the Lease Agreement (Annexure "D") is signed within seven (7) working days upon supply, delivery, installation and testing of the equipment.
- 4.4. The Lease Agreement shall commence upon the commissioning of the equipment, and subsists for the period of thirty-six (36) months.

**5. Monthly rental payments and cost per copy charge**

- 5.1. Monthly rental rate shall be calculated over a firm three-year period and is payable monthly. Cost per copy charge shall include all costs for full coverage of on-site maintenance and shall not be based on the minimum capacity of the equipment but will be based on the actual number of copies made. Monthly rental and cost per copy charge are payable by a Client as per the cost structure approved by the Principal, as contained in Annexure C.
- 5.2. The Lessor must submit an invoice monthly to the Lessee for any payment due to be processed.
- 5.3. Subject to clause 5.5, and the penalty stipulations contained in clause 12, payment will be made by Clients within thirty (30) days of submitting an invoice.
- 5.4. All payments for services must be made by electronic transfer.

All payments to the Service Provider in terms of this contract must be made to -

Account holder: Apex Business Systems Proprietary Limited  
Bank: Absa  
Branch Name: \_\_\_\_\_  
Branch code: 632005  
Account number: 4096909028

- 5.5. A Client may set-off any amount which may be or become due to the Client by the Service Provider in terms of this contract. The Client may withhold, deduct or set off from any monies due and owing to the Service Provider by the Client, an amount equal to the amount of any outstanding claims that the Client may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract, provided that the Client will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the Client.

- 5.6. If such a claim is not liquidated, the Client will be entitled to have the amount subsequently determined by arbitration, litigation or otherwise.
- 5.7. If the Service Provider fails to supply, deliver, install, maintain and test office equipment and labour saving devices within the contracted period, the Client shall without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Principal may also consider termination of the contract pursuant to Clause 23 of GCC.

## 6. Obligations of Client

Clients' must:-

- (a) Issue official purchase orders;
- (b) Pay invoices within 30 days of receipt subject to verification of services rendered;
- (c) Enforce and monitor the performance of the contract;
- (d) Report to Principal on a monthly, quarterly and annual basis based on the reporting template issued by Principal;
- (e) use the equipment only for the purpose and in the manner for which it is intended;
- (f) keep the equipment free from claims of other parties or from attachment and must not alienate, or charge the equipment or any part thereof with any encumbrance or allow any lien to arise thereon or affix the equipment to any other property with an intention of or in such a manner that the equipment become a permanent fixture thereto;
- (g) allow the Lessor reasonable access to its premises for inspection, maintenance or repair of the equipment, or for any other incidental service;
- (h) keep the equipment in its custody and under its control at the premises mentioned in the equipment Lease Agreement (Annexure "D") and must obtain the Lessor's written consent for the removal thereof within or to other premises, which consent shall not be unreasonably withheld;
- (i) not use the equipment in contravention of any law;
- (j) strictly adhere to the Lessor's or manufacturer's instructions as to the use and maintenance of the equipment, and shall only use approved consumables; and

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be 'SE' followed by a stylized name, and there are other initials below it.

- (k) request the Lessor's in writing for any other training session as and when needed due to organisational changes.

## 7. Obligations of the Service Provider

The Service Provider must: -

- 7.1. supply, deliver and install the equipment at Clients as and when requested;
- 7.2. test the installed equipment and ensure that they are in a good working condition;
- 7.3. at the Lessor's expense, provide training sessions, on the proper usage of the equipment to employees of Lessee. Furthermore, the Lessor shall conduct other training sessions within seven (7) days of the receipt of formal request by Client.
- 7.4. ensure the equipment are in an efficient operating condition throughout the applicable lease period;
- 7.5. service the equipment according to the manufacturer's specifications;
- 7.6. service and repair the equipment on call by Client;
- 7.7. supply and replace all consumables according to manufacturer's specifications;
- 7.8. allocate a reference number for all service calls made by an agent of a Client, which shall serve as proof that the call was made;
- 7.9. replace parts as and when necessary; and
- 7.10. at its own cost, remove equipment immediately upon earlier termination or expiry of the term stipulated in the Lease Agreement (Annexure "D"), or upon earlier termination of this contract.

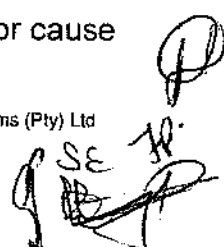
## 8. Obligations of the Principal

The Principal shall, amongst others:

Monitor the implementation of the contract by both Client(s) and Service Provider(s)

## 9. Insurance

- 9.1. The Lessor must, at its own expense, take out comprehensive insurance sufficient to cover risk of loss, damage or theft of the equipment, and shall maintain or cause



to be maintained such insurance, in full force and effect throughout the duration of this Contract/ Lease Agreement.

- 9.2. The Lessor shall, within five (5) days of the last party signing the Lease Agreement, furnish the Lessee with proof of such insurance cover.

## 10. Relocation of Equipment under lease

- 10.1. The Service Provider shall relocate the equipment under lease upon receipt of written notice by the Client provided that such relocation is within the same premise or site and/or 5 km radius, and the Client shall not be charged for labour and cabling, unless approved by the Principal.

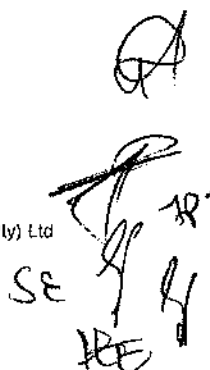
- 10.2. The Clients shall request written quotation inclusive of labour and travel per km at AA rates from the Service Provider who leased the equipment for the relocation of the equipment under lease provided that the relocation is 5 km outside the current premises or site. The quotation shall be agreed upon in advance by the parties.

## 11. Reporting

The Service Provider shall report to Principal on a monthly, quarterly and annual basis based on the reporting template issued by Principal.

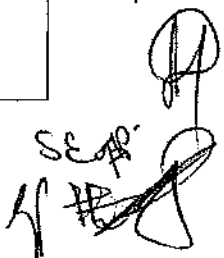
## 12. Service Levels

The Service Provider must comply with the following key performance elements in order to fulfil its obligations under this contract, failing which a Client may impose the stipulated penalties.

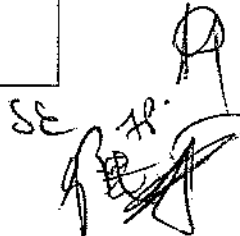
Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a large signature and some initials like 'SE' and 'HE'.



KEY FUNCTIONS	PERFORMANCE MEASURES	PENALTIES IN THE EVENT OF NON COMPLIANCE OR NON PERFORMANCE									
Supply, deliver, install, test and maintain equipment upon request by Client.	Equipment delivered comply with the specifications in Annexure C.	No payment by Client.									
Test the installed equipment and ensure that they are in a good working condition.	i. Equipment tested and certified to be in a good working condition by both Lessor and the Lessee's representative upon delivery. ii. Equipment tested and certified to make the number of copies specified in Annexure C.	No payment by Client									
Provide training sessions, at the Lessor's expense, on the proper usage of the equipment to employees of Lessee.	<table border="1" data-bbox="746 810 1002 1482"> <thead> <tr> <th data-bbox="746 1384 817 1482">Folio no.</th> <th data-bbox="746 1146 817 1384">Training sessions</th> <th data-bbox="746 810 817 1146">Interval</th> </tr> </thead> <tbody> <tr> <td data-bbox="817 1384 928 1482">1.</td> <td data-bbox="817 1146 928 1384">1<sup>st</sup> training session</td> <td data-bbox="817 810 928 1146">Upon delivery, installation and testing of the equipment</td> </tr> <tr> <td data-bbox="928 1384 1002 1482">2.</td> <td data-bbox="928 1146 1002 1384">Ad-hoc training sessions</td> <td data-bbox="928 810 1002 1146">As and when is required by the Client</td> </tr> </tbody> </table> i. Training sessions done as per the above table. Every official trained must be provided with a certificate of attendance within 30 days. ii. Ad-hoc training sessions requested must be done within seven days upon receipt of the formal request from the Client.	Folio no.	Training sessions	Interval	1.	1 <sup>st</sup> training session	Upon delivery, installation and testing of the equipment	2.	Ad-hoc training sessions	As and when is required by the Client	The Client will issue non-compliance letter.
Folio no.	Training sessions	Interval									
1.	1 <sup>st</sup> training session	Upon delivery, installation and testing of the equipment									
2.	Ad-hoc training sessions	As and when is required by the Client									

SE  
 #  


<p>Ensure the Equipment is in an efficient operating condition throughout the applicable lease period.</p>	<p>i. Equipment are maintained in original working condition for the entire period of Lease as stated in Lease Agreement (Annexure "D").</p> <p>ii. Equipment make prescribed number of copies per minute for the entire period of the Lease period stated in the Lease Agreement (Annexure "D"). Each time maintenance is done, there shall be a demonstration by the Lessor that the equipment still perform according to its specification.</p>	<p>Penalty per Annexure A, clause 22</p>												
<p>Service the Equipment according to the manufacturer's specifications.</p>	<p>i. Routine service done in line with the manufacturer's specification (service schedule).</p> <p>ii. The Lessor must obtain a signature from designated agent of the Lessee confirming the routine service.</p>	<p>Penalty per Annexure A, clause 22</p>												
<p>Service the equipment as may be requested by the Lessee.</p>	<table border="1"> <thead> <tr> <th>Folio no.</th> <th>Radius</th> <th>Turn-around time</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Within 60 km</td> <td>4 working hours</td> </tr> <tr> <td>2.</td> <td>61-120 km</td> <td>8 working hours</td> </tr> <tr> <td>3.</td> <td>More than 120 km</td> <td>12 working hours</td> </tr> </tbody> </table>	Folio no.	Radius	Turn-around time	1.	Within 60 km	4 working hours	2.	61-120 km	8 working hours	3.	More than 120 km	12 working hours	<p>The Client shall be entitled to an amount equal to 100% reduction of rental amount for the duration of non-delivery.</p>
Folio no.	Radius	Turn-around time												
1.	Within 60 km	4 working hours												
2.	61-120 km	8 working hours												
3.	More than 120 km	12 working hours												
<p>Supply and replace toner and toner cartridges in accordance with manufacturer's yield specifications.</p>	<p>i. Parts are replaced during routine service according to the manufacturer's specifications and when necessary.</p>													
<p>Replace parts as and when necessary</p>	<p>ii. Parts which are deemed necessary to be replaced are replaced within three working days from the day the call was logged.</p>													

SE  


Confidential

<p>Allocate a reference number for all service calls made by the Lessee</p>	<p>Reference number to serve as proof of call, date, time and particulars of person who logged the call on behalf of the Lessee.</p>	<p>Client to issue 1st non-compliance letter and 2<sup>nd</sup> non-compliance letter, failure to comply, the Principal will issue Bad Record letter to the Service Provider.</p>
<p>Faulty equipment that cannot be repaired within five (5) working days from the day the call was logged</p>	<p>Lessor must provide temporary loan equipment.</p>	<p>If the leased equipment was not replaced with a loan equipment within the five (5) working days, the Client shall be entitled to an amount equal to 100% reduction of the rental amount for the duration (working days) the equipment was not repaired.</p>
<p>Faulty leased equipment that cannot be replaced within two (2) months from the day the call was logged.</p>	<p>Lessor must replace the faulty leased equipment with a new equipment of the same capacity and brand. In such instances, the Lease Agreement should be amended accordingly whilst the lease term will remain the same as with the original leased equipment.</p>	<p>If the leased equipment was not replaced with a new equipment within the two (2) months, the Client shall only be eligible to pay for the actual number of copies produced from the loan equipment. Furthermore, the Client will be entitled to an amount equal to 100% reduction of the rental amount for the duration (working days) the equipment was not replaced.</p>
<p>Remove equipment at its own costs upon expiry or termination of this contract.</p>	<p>Lessor must remove the equipment, without demand with immediate effect.</p>	<p>The Client will not be liable for any damage to the equipment after the expiry of the lease agreement should the Lessor not remove the equipment within three days of expiry. The Client will charge storage as follows:  The storage charge will be an amount equal to 100% reduction of the rental amount for the duration (working days) the equipment was not removed.</p>

SE  
SP

**13. Cession**

Neither Party may cede nor in any other manner transfer any benefit, rights in terms of this Contract without the prior written consent of the Principal, which consent may not be unreasonably withheld.

In order to secure funding for the lease agreements it is recorded that the Service Provider will enter into a financing arrangement in terms of which an asset financier provides funding under a Master Rental Agreement.

**14. Dispute Resolution**

Without detracting from a party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of this agreement, the parties may, by mutual consent, follow the mediation and arbitration procedure as set out in clauses 16 and 17.

**15. Confidentiality**

15.1. Unless required by law the parties must keep confidential and not disclose to any third party the terms of this contract, the results and any information relating to each other's technical processes, business affairs or finances, know-how and intellectual property acquired in connection with this contract.

15.2. This clause shall continue to be binding on the parties notwithstanding any termination or cancellation of this contract or any part thereof.

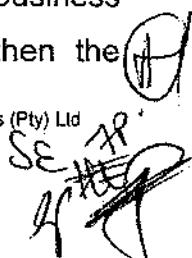
**16. Mediation**

16.1. Subject to the provisions of clause 14, any dispute arising out of this agreement shall be referred by the parties without legal representation to a Mediator.

16.2. The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the parties.

16.3. The Mediator shall be selected by agreement between the parties.

16.4. If an agreement cannot be reached upon a particular Mediator within three (3) business days after the parties have agreed to refer the matter to mediation, then the

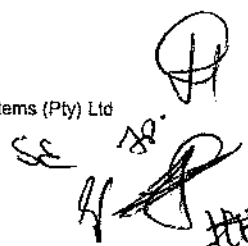


Chairperson of Limpopo Legal Practice Council shall nominate the Mediator within seven (7) business days after the parties have failed to agree.

- 16.5. The Mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
- 16.6. The parties shall have seven (7) business days within which to finalise their representations. The Mediator shall within seven (7) business days of the receipt of the representations express in writing an opinion on the matter and furnish the parties each with a copy thereof by hand or by registered post.
- 16.7. The opinion so expressed by the Mediator shall be final and binding upon the parties unless a party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved party must deal with the dispute in terms of clause 17. The expressed opinion of the Mediator shall not prejudice the rights of either party in any manner whatsoever in the event of it proceeding to arbitration.
- 16.8. The cost of mediation shall be determined by the Mediator.
- 16.9. Liability for such cost shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.

## 17. Arbitration

- 17.1. Subject to the provisions of clause 16, a party aggrieved by the opinion of the Mediator may demand to proceed to arbitration.
- 17.2. Arbitration shall be held in Polokwane and otherwise in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within ten days after it has been demanded.
- 17.3. Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is-
  - (a) primarily a legal matter, a practising Senior Advocate of the Polokwane bar;
  - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.



- 17.4. If agreement cannot be reached on whether the question in dispute falls under 17.3 (a) or (b) and/or upon a particular Arbitrator within three (3) days after arbitration has been demanded, then the Chairperson of Limpopo Legal Practice Council shall-
- (a) determine whether the question in dispute falls under 17.3 (a) or (b); and/or
  - (b) nominate the Arbitrator within seven (7) days after the parties have failed to agree.
- 17.5. The Arbitrator shall give his decision within five (5) days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both parties.
- 17.6. The decision of the Arbitrator shall be final and binding and may be made an order of the Limpopo Division of the High Court upon application by any party to the arbitration.
- 17.7. Notwithstanding the provisions contained in clause 27 of the GCC, disputes between the parties shall be governed exclusively by, and settled in terms of, clause 16 to 17 of this Service Level Agreement.

**18. No waiver**

No relaxation or indulgence granted by either party and no omission by either party to timeously or diligently enforce any right under this contract shall be deemed to amount to a waiver of that or any other right.

**19. Liquidation**

Should the Service Provider go into voluntary or compulsory liquidation, become insolvent or call a meeting of creditors or enter into any arrangement, compromise or composition with the creditors, whether under the Companies Act, 2008 (Act No.71 of 2008) or the Insolvency Act, 1936 (Act No.24 of 1936) or otherwise commit an act of insolvency, the Principal is entitled to terminate this contract with immediate effect.

**20. Breach**

- 20.1. In addition to clause 19 of Annexure A, and notwithstanding the penalties stipulated therein, if any party to this Contract –



- (a) breaches a term of this Contract and fails to remedy such breach within seven (7) working days after receiving a written notice from the other party (non-defaulting party);
  - (b) goes into voluntarily or compulsory liquidation, or calls a meeting of creditors or enters into any arrangement, compromise or composition with the creditors, whether under the Companies Act or the Insolvency Act, 1936 (Act No. 24 of 1936) or otherwise commits an act of insolvency, or commences or is placed under business rescue proceedings in terms of the Companies Act or similar legislation;
  - (c) endeavours to compromise generally with his or her creditors or does or cause anything to be done which may prejudice the non-defaulting party's rights;
  - (d) allows any judgement against the party to remain unsatisfied for more than ten (10) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or
  - (e) is sequestered, whether provisionally or finally;
  - (f) the non-defaulting party may without prejudice to any other right that it may have against the defaulting party, cancel this agreement and claim damages.
- 20.2. In addition to its right under clause 20.1 above, the Principal may immediately terminate this contract with written notice to the Service Provider if any of the following circumstances occur or exist -
- If the Service Provider –
- (a) commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
  - (b) commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this agreement; or
  - (c) has failed to comply with any legal requirement that the Service Provider must comply with in order to enter into a valid contract with the Principal.

## 21. Indemnity

### 21.1. The Service Provider: –

- a. assumes all risks of personal injury, damage to property or any other risk associated with performance of its obligations under this contract.

Handwritten signatures and initials in the bottom right corner, including a large signature and the initials 'SE' and 'JP'.

- b. holds the Clients harmless against any claim by any person (natural or juristic) relating to but not limited to any matter arising out of this contract entered into between the parties.
- 21.2. Should any such claim be made against a Client, Service Provider must settle or defend such claim forthwith and is liable for the payment of all costs in connection therewith.

**22. Protection of rights**

- 22.1 If the Service Provider fails to comply with any obligation imposed upon it by this contract, the Client may, without prejudice to any of its rights, effect such compliance.
- 22.2 The Service Provider will have no claim against nor defence to any claim by the Principal or any Client arising out of any act or omission on the part of the Client arising from or connected with effecting or attempting to effect such compliance or, even if the Client has undertaken to effect such compliance and then fails to do so properly or at all.

**23. Miscellaneous Legal Provisions**

- 23.1 Since the provisions of this contract have been settled by negotiation, the rule of construction that clauses must be interpreted against the party principally responsible for drafting will not apply.
- 23.2 In the event that any of the terms of this contract are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining provisions, which will remain in full force and effect. If any invalid term is capable of amendment to render it valid, the parties agree to negotiate in good faith an amendment to remove the invalidity.

**24. Non variation**

- 24.1. This contract constitutes the whole agreement between the parties relating to the subject matter hereof, notwithstanding any acceptance, order or other documentation or discussion to the contrary.



24.2. No amendment or consensual cancellation of this contract or any term of this contract, including this clause, or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this contract is binding unless recorded in a written document and signed by the parties or their duly authorised representatives.

**25. Addresses for the service of notices and processes**

25.1. The parties choose the following addresses as their addresses for the service of notices and processes:

**For the Department:**

Office of the Head of Department  
Ismini Towers  
46 Hans van Rensburg Street  
**Polokwane**  
0699  
Tel No.: 015 298 7000  
Email address: prattgc@treasury.limpopo.gov.za

And

**For the Service Provider:**

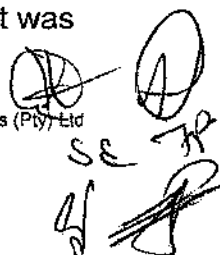
**Physical Address: 177 Roan Crescent, Corporate Park North, Midrand, 1685**  
**Tel No.: 011 205 4900**  
**Email address: freddyg@apexict.co.za**

25.2. Either party may from time to time decide to vary its address for the service of notices and processes by giving written notice to the other party and such notice must be posted by prepaid registered post or hand delivered to the other party's addresses for service of notices and processes and shall be presumed, until the contrary is proven, to have been received by that party on the 10<sup>th</sup> day after the day of posting or on the date of delivery, as the case may be.

25.3. Any notice or other communication to be given to either of the parties in terms of this contract is valid and effective only if it is given in writing.

25.4. Any notice in terms of this contract to either party which is —

25.4.1. sent by prepaid registered post in a correctly addressed envelope to the address specified for it in clause 21(1) is deemed to have been received, unless the contrary is proved, within 14 days from the date on which it was posted;



25.4.2 delivered to the party by hand at the address specified for it in clause 25 (1) is deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or

25.4.3 sent by email to a party at the email address specified for it in clause 25 (1) is deemed to have been received, unless the contrary is proved, within four hours of transmission if it is transmitted during normal business hours of the receiving party or within 12 hours of the first business day of the receiving party after it is transmitted, if it is transmitted outside those business hours.

25.5. For the purposes of clause 25(4), any notice in terms of this contract to either party which is given on a date in December in any particular year, is deemed to be given on the corresponding date in January of the following year.

25.6. Notwithstanding anything to the contrary contained in this clause, a written notice or other communication actually received by either party and for which written receipt has been obtained, is adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

Master Transversal contract between the Limpopo Provincial Treasury and Apex Business Systems Proprietary Limited for the supply, delivery and installation, testing and maintenance of office equipment and labour saving devices signed at POLOKWANE on this 26 day of JANUARY 2021

  
GAVIN PRATT CA (SA)  
HEAD OF LIMPOPO DEPARTMENT: PROVINCIAL TREASURY

AS WITNESSES

1. Siliki Mabino

Name and Surname

Date: 26.01.2021



Signature

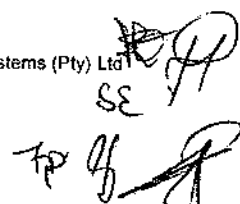
2. Friday Professor Muthwana

Name and Surname

Date: 26/01/2021



Signature



Master Transversal contract between the Limpopo Provincial Treasury and Apex Business Systems Proprietary Limited for the supply, delivery and installation, testing and maintenance of office equipment and labour saving devices signed at Polokwane on this 26 day of January 2021



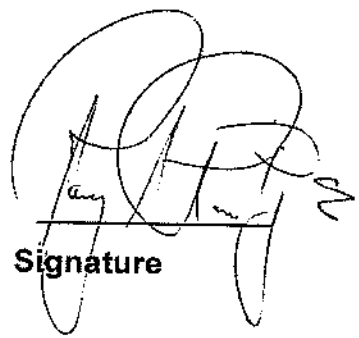
THE SERVICE PROVIDER

AS WITNESSES

1. TONU PRAATJIES

Name and Surname

Date: 26. 01. 2021

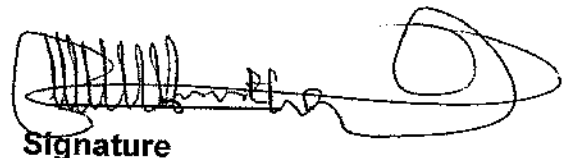


Signature

2. ZITHA HASANI ELIA

Name and Surname

Date: 26/01/2021



Signature



## LEASE AGREEMENT (ANNEXURE "D")

**LEASE AGREEMENT: TC/LP 01/ 2019: SUPPLY, DELIVERY, INSTALLATION, TESTING AND MAINTENANCE OF OFFICE EQUIPMENTS AND LABOUR SAVING DEVICES: LIMPOPO PROVINCIAL DEPARTMENTS AND PARTICIPATING PUBLIC ENTITIES**

Lessor (Service Provider): \_\_\_\_\_

Lessee (Client): \_\_\_\_\_

Physical Address at which equipment is installed: \_\_\_\_\_

DESCRIPTION OF EQUIPMENT		CAPACITY OF EQUIPMENT		SERIAL NUMBER	MONTHLY RENTAL	COST PER COPY RENTAL (INCLUDING MAINTENANCE COSTS)	LEASE PERIOD FROM DATE OF DELIVERY ("delivery" is complete only after goods have been transported, installed, tested and handed over to a Client)	
		Minimum	Maximum				Start date	End date
Brand	Model							

This Annexure incorporates the terms and conditions of the Master Contract and Service Level Agreement entered into by the Service Provider and the Limpopo Provincial Treasury.

Dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ in his / her capacity as Head of Department or Official duly authorized by Head of Department in writing.

For and on Behalf of Client

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ in his / her capacity as \_\_\_\_\_ duly authorized.

For and on Behalf of Service Provider

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**N.B:** The lease period between a Client and the Service Provider will start upon the commissioning of the equipment, and subsists for the period of thirty-six (36) months