

CONTRACT AND SERVICE LEVEL AGREEMENT

Entered into between

The Limpopo Office of the Premier, herein represented by Nape Solomon Nchabeleng, in his capacity as Director General, duly authorised thereto;

(hereinafter referred to as "the Office")

and

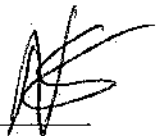
Louwkey Construction (Pty) Ltd, a company registered as such in terms of the company laws of South Africa with registration number 2008/009547/07, having its principal place of business as 60 Richmond Ave, Auckland Park, Johannesburg, 2092, herein represented by:

Full name: THABO TLOMATSA
Identity Number: 8702286512085
Capacity: DIRECTOR

duly authorized thereto;

(hereinafter referred to as "the Service Provider")

(Jointly "the parties")

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1.1. Definitions

Unless the context indicates otherwise –

- “commencement date”** means 01 April 2023;
- “Contract”** means this document, including —
- Annexure A – Government Procurement General Conditions of Contract;
 - Annexure B – Specifications issued by the Office for services required; and
 - Annexure C – Proposal of the Service Provider in response to Annexure B and quotation OTPL100001; excluding all the Service Provider’s own terms and conditions;
- “contract end date”** means 31 March 2026;
- “project sponsor”** is the person designated by the Office as such;
- “project manager”** is the person appointed by the Service Provider as such, responsible for the successful planning, execution, monitoring, control and closure of this contract by the Service Provider;
- “PSIRA”** means Private Security Industry Regulatory Authority;
- “Services”** means maintenance and support services security systems and equipment installed at the premises, as more fully set out Annexures B and C and in accordance with this contract; and

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"Sites"

mean the premises as fully set out in clause 5.1 of Annexure B.

2. Authority to Contract

The signatories hereto warrant that they possess the necessary authority and capacity to enter into this contract.

3. Appointment of Service Provider

3.1 The Office appoints the Service Provider to supply the services in accordance with and as specified in this contract.

3.2 The Service Provider has made a representation to the Office that it has the skill and capacity to render the services to the Office, and the Office has accepted the Service Provider's offer, subject to the terms and conditions set out in this contract.

3.3 The Service Provider acknowledges that it is an independent contractor.

3.4 The appointment of the Service Provider is subject to the availability and assumption of proposed roles of all key personnel. The Office reserves the right to cancel this contract if, for any reason, any of the key personnel becomes unavailable to fulfil the Service Provider's obligations under this contract, and a substitute acceptable to the Office is not available.

3.5 The Service Provider is liable to the Office for the performance, mal-performance, acts and or omissions of any of the key personnel whether direct or indirect.

3.6 The appointment of the Service Provider does not in any way prevent the Office from procuring the services or similar services from any third party in terms of a separate contract.

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- 3.7 The Office is entitled, during the subsistence of this contract, to procure similar services from a different supplier in substitution of any delayed or defective performance by the Service Provider, and claim damages equal to the amount actually paid by the Office for such services.
- 3.8 Except in so far as expressly stated in this contract, the Service Provider is not authorised or empowered, for any purpose, to act or hold itself out as agent or representative of the Office or the Limpopo Provincial Administration, and may not make any warranty, statement or representation to any third party on behalf of the Office or the Limpopo Provincial Administration.

4. Agreement

The parties enter into this contract, in terms of which the Service Provider must provide the services at the sites, and the Office will remunerate the Service Provider for the services rendered, subject to the terms and conditions of this contract.

5. Commencement and Duration

Notwithstanding the date of signature hereof, this contract comes into operation on commencement date and ends on contract end date.

6. Obligations of the Office

6.1. The Office must—

- a. provide the Service Provider with timeous and reasonable access to the sites required by the Service Provider to perform its duties in terms of this

contract;

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- b. consider the maintenance plan submitted by the service provider within fourteen days of submission; and
 - c. monitor the Service Provider's compliance with this contract.
- 6.2. The Office reserves the right to subject the employees or representatives of the service provider engaged to execute this contract to—
- a. security vetting tests or processes, and demand the removal of any employee or representative who either fail such tests or is identified as a security risk; and
 - b. an oath of secrecy or confidentiality contract.

7.1 Obligations of the Service Provider

7.1.1 The Service Provider must comply with the Annexures in executing this contract;

7.1.2. The Service Provider must—

- a. comply with all specifications and standards outlined in Annexure B;
- b. before commencing services, provide the Office with a list containing full names and identification numbers of persons who will require access to the sites for the purpose of implementing this contract;
- c. remain in good standing with PSIRA for the duration of this contract. The Office reserves the right to, at any time, call upon the service provider to produce a PSIRA certificate of good standing for the period then determined by the Office;
- d. comply with all legislation and industry standards applicable to the service provider and the rendering of the services; and
- e. execute the contract under the supervision of the project sponsor and comply with any directive of the project sponsor;

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- f. obtain the signature of the project sponsor on all documents or reports submitted by the Service Provider to the Office;
- g. appoint a project manager, who must, in addition to managing the project, serve as a single point of contact between the Office and the Service Provider;
- h. ensure that its employees involved in the execution of this contract—
 - i. are properly skilled and competent to execute the contract; and
 - ii. wear appropriate uniform and appropriate protective clothing;
- i. ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the Office to assist it in fulfilling its obligations;
- j. immediately upon receipt of a notice from the Office, promptly repair or replace, at the Office's option, any defective goods, or re-execute any portion of the services that are found to be in non-conformity with this agreement. The Service Provider is liable to the Office for any other cost, damages or losses incurred or suffered by the Office as a result of such non- conformity; and
- k. have a contingency plan that will ensure that there is continuity of services to the Office in the event of an industrial action by the employees of the Service Provider, in which event the Service Provider must also ensure that there are no disruptions, picketing, marching or any similar activity by the employees of the Service Provider on or within the vicinity of the sites.

7.1.3. The Service Provider must further —

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- a. on commencement date, submit to the project sponsor a maintenance plan which must be evaluated and approved by the Office before implementation;
- b. the maintenance plan must provide for emergency response time in emergency situations;
- c. ensure the reliable functioning and optimum life of the equipment or systems which are the subject of this contract;
- d. conduct maintenance in accordance with the approved maintenance plan;
- e. conduct maintenance in such a manner that equipment failures are eliminated;
- f. be proactive and report to the project sponsor in writing any matter which it may become aware of, which may impact on the functional capacity of the equipment or systems which are the subject of this contract; and
- g. cede any supplier or factory guarantee of repaired or replaced parts to the Office.

7.1.4 The Service Provider must further, at its own expense ensure that every person involved in the execution of this contract is—

- a. suitably qualified, properly skilled, experienced, trained, and competent to render the services. The Office may interview any person appointed by the Service Provider to execute this contract to test their understanding of the key deliverables in terms of this contract; and
- b. where relevant, registered with appropriate authorities.

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7.1.5 The Service Provider is deemed to have satisfied itself regarding all conditions affecting this contract, and must at all times comply with the manifest intent and obligations of this contract.

7.2: Management of additional costs or fees for repairs or replacements

7.2.1. In the event that there is a need for repairs or replacement of parts referred to in clause 7.1 of Annexure B which is outside the maintenance scope or the maintenance plan, the service provider must submit a written report to the Office with the following information:

- a. the make and model number of the part concerned;
- b. specification, drawings, blueprints and information pertaining to the said spare parts at no additional cost;
- b. a description or name and part number of the part concerned;
- c. a statement on whether the part could be repaired or replaced, together with a quotation; and
- d. the expected turnaround time for the replacement or repairs.

7.2.2. The service provider must, prior to effecting any work which requires additional payment, obtain written approval from the accounting officer or a lawful delegate. The service provider must provide or supply all the required consumables which include but is not limited to power, supplies, cables, motor gate and accessories, cameras, logics and controllers in case they are worn out or damaged. The service provider must cede any supplier or factory guarantee of repaired or replaced parts to the Office.

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7.2.3. The Office reserves the right to reject any quotation of the service provider and procure services for repairs or replacement contemplated in this paragraph from a different supplier.

7.2.4. The service provider may not claim any additional fees or monies where repair work –

a. is to be carried out; or

b. should have reasonably been effected

as part of maintenance as stipulated or implied in the Annexures or maintenance plan;

7.3. Service levels

The service provider must, in addition to the service specifications stipulated in Annexure B, comply with the following:

	Key functions	Performance measures or indicators
1.	Develop maintenance plan	a. Maintenance plan is submitted to the Office on commencement date. b. Proof of submission is obtained by the service provider. c. Service provider amends maintenance plan within two days of instruction if so required by the Office. d. Maintenance plan must reflect the following minimum requirements: i. maintenance methodology; ii. frequency of routine inspections; iii. the sequence and timing of operations by the Service Provider ; iv. any actions or directive required of the Office or others stakeholders;

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		v. emergency response times in emergency situations; and vi. any other information which may be relevant according to the professional judgment of the Service Provider. e. Maintenance plan must be approved by the project sponsor. f. Service provider does not deviate from plan without the written consent of the project sponsor. g. Service Provider upgrades maintenance plan when its contents are no longer representative of actual conditions.
2.	Maintenance of Access Control System, software and accessories	The access control system is fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
3.	Maintenance of close circuit television, software and accessories	The CCTV system is fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
4.	Maintenance of Visitors Management System, software and accessories	The visitors' management system is fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
5.	Maintenance of Guard Tracking system, software and accessories	The guard tracking system is fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
6.	Maintenance of two way radio system, software and accessories	The two way radio system is fully operational. Regular maintenance as per the maintenance plan.

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		All faults to be addressed immediately after they have been detected.
7.	Maintenance of electric fence, control panel and accessories	The electric fence and related accessories are fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
8.	Maintenance of motor gates and accessories	The motor gates and accessories are fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
9.	Maintenance of metal detectors	The metal detectors are fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
10.	Maintenance of parcel scanners	The parcel scanners are fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
11.	Maintenance of boom gates, spikes, robots and looping system	The boom gates, spikes, robots and looping system are fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
12.	Maintenance of fire detector system and accessories	The fire detector system and accessories are fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
13.	Maintenance of public address (intercom) system	The public address system and accessories are

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	and accessories	fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
14.	Maintenance of library security system and accessories	The library system is fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
15.	Maintenance of data projectors and ID photo printer	The data projectors and ID photo printer are fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
16.	Maintenance of turnstiles, swing, sliding and garage doors	The turnstiles, swing, sliding and garage doors are fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
17.	Maintenance of uninterrupted mini power supplier (UPS)	The UPS is fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.
18.	Maintenance of security network cables	The security network cables are fully operational. Regular maintenance as per the maintenance plan. All faults to be addressed immediately after they have been detected.

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8. Remuneration for Services

- 8.1. The all-inclusive contract price is the amount of **three million five hundred and nineteen thousand rand** (R3, 519,000.00).
- 8.2. The contract price is –
- a. payable in 36 monthly installments of **ninety seven thousand seven hundred and fifty rand** (R97 750.00) per month;
 - b. payable upon satisfactory discharge of all obligations of the Service Provider and delivery of the services to the Office in terms of this contract. The Office will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of this contract; and
 - c. fixed for the duration of the contract, and the Service Provider may under no circumstances approach or request the Office for an increase in the contract price.
- 8.3. The Service Provider must submit an invoice for payment to be processed.
- 8.4. Subject to clause 8.2, payment will be made within thirty days of submitting an invoice.
- 8.5. The Office may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the Limpopo Provincial Administration an amount equal to the amount of any outstanding claims that the Office may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the Office 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 Office.

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8.6. A certificate of indebtedness signed by the Chief Financial Officer of the Office, reflecting the amount due and payable under clause 8.5 together with interest thereon, shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the Office or payment by the Service Provider or for provisional sentence, summary judgment or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.

8.7. In the event that the Office institutes legal action against the Service Provider for any matter in connection with this contract, the Service Provider will be liable to pay the Office's legal fees on an Attorney and own client scale.

9. Warranties and Representations

9.1 The Service Provider warrants that –

- a. the Service Provider has the capacity and resources to render the services as specified in the annexures;
- b. on delivery of the services, the services will be suitable for the purpose stipulated in this contract;
- c. the services will be supplied in compliance with this contract. Any unilateral departure by the Service Provider from specifications or standards is a breach of this contract;
- d. no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract; and
- e. the Service Provider will not use any labour or intellectual capacity of any employee of the State, (including the Office) for remunerative purposes,

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except where the employee of the State has the necessary permissions in terms of applicable laws, in which event proof of such permissions must be hand delivered to the Office at the address for service, on date of signature by the Service Provider of this contract, and an acknowledgment of receipt be obtained by the Service Provider.

- 9.2 All written information, warranties and representations made by or on behalf of the Service Provider before conclusion of this contract are binding upon the Service Provider and are deemed to have induced the Office to enter into this contract.
- 9.3. The Office's rights in terms of this clause are in addition and without prejudice to any other rights it may have in terms of this contract.

10. Conflict of Interests

The Service Provider must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing this contract. The Service Provider must have systems in place to identify potential conflicts and to bring them to the attention of the Office.

11. Cession and Assignment

- 11.1. Since Annexure A does not provide for cession, the Service Provider may only cede its right to payment (or part payment) and assign its obligations under this contract in terms of the Limpopo Preferential Procurement Policy Framework.

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- 11.2. The Office may not cede or assign any right or obligation in terms of this contract to any third party, unless the prior written consent of the Service Provider has been obtained, which consent may not be unreasonably withheld.
- 11.3. Where the parties agree to a cession or assignment, the cession or assignment agreement must contain a provision that the cessionary or assignee is subjected to the same terms and conditions of this contract.

12. Confidentiality

- 12.1 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 or acquired in connection with this contract.
- 12.2. The Service Provider's personnel must keep confidential all information regarding the sites.
- 12.3. The provisions of clause 12 shall continue to be binding on the parties notwithstanding termination or cancellation of this contract or any part thereof.

13. Indemnity

- 13.1 The Service Provider indemnifies and holds the Office harmless against any claim by any person (natural or juristic), relating to but not limited to any matter arising out of this contract. Should any such claim be made against the Office, the Service Provider must settle or defend such claim forthwith and is liable for the payment of all costs in connection therewith.
- 13.2 The provisions of clause 13.1 shall continue to be binding on the parties notwithstanding termination or cancellation of this contract or any part thereof.

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14. Breach

14.1 In addition to clause 23 of Annexure A, and notwithstanding penalties that may be instituted for late response times on service levels, if either party to this contract –

- (a) breaches a term of this contract and fails to remedy such breach within seven (7) days after receiving a written notice from the other party (non-defaulting party);
- (b) commits an act of insolvency;
- (c) endeavours to compromise generally with his or her creditors or does or causes anything to be done which may prejudice the non-defaulting party's rights;
- (d) allows any judgment against the party to remain unsatisfied for more than ten days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or
- (e) is sequestrated, whether provisionally or finally,

the non-defaulting party may, without prejudice to any other right that it may have against the defaulting party, cancel this contract and claim damages.

14.2. The Office may further, immediately terminate this contract without any 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 contract;

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- (c) breaches this contract twice during the contract period; or
- (d) has failed to comply with any legal or policy requirement that the Service Provider must comply with in order to enter into a valid contract with the Office, including but not limited to any public servant in the employ of the Service Provider not having the necessary permissions or authorisation in terms of the Public Service Act, 1994 (Proclamation 103 of 1994) or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the relevant bid documents.

15 Protection of rights

- 15.1. If the Service Provider fails to comply either timeously or at all with any obligation imposed upon it by this contract, the Office may, without prejudice to any of its rights, effect such compliance, and claim damages from the Service Provider of an amount equal to the expenses actually incurred by the Office in enforcing such compliance. The Office may, at its sole discretion, set off such claim for damages in terms of clauses 8.5 and 8.6.
- 15.2 The Service Provider will have no claim against nor defence to any claim by the Office arising out of any act or omission on the part of the Office arising from or connected with effecting or attempting to effect such compliance or, even if the Office has undertaken to effect such compliance and then fails to do so properly or at all.
- 15.3 The Office's rights in terms of this clause are in addition and without prejudice to any other rights it may have in terms of this contract.

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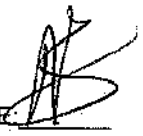
16. Jurisdiction

- 16.1 For the purpose of all or any proceedings under this contract, the parties hereby consent to the jurisdiction of the magistrate's court having territorial jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction: Provided that each party shall have the right, at its sole discretion, to institute proceedings in any other competent court.
- 16.2 This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the court in terms of section 45 of the Magistrates Court Act, 1944 (Act No. 34 of 1944).
- 16.3 This clause shall continue to be binding on the parties notwithstanding any termination or cancellation of this contract or any part thereof.

17. Liability

The Service provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the service provider's agents or representatives;
 - b. injury to any person, loss or damage suffered by the Office, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives.
- Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the Office.

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18. Miscellaneous Legal Provisions

- 18.1. Since the provisions of this contract have been settled by negotiation, the rule of construction that clauses must be interpreted against the party responsible for drafting will not apply.
- 18.2. 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.
- 18.3. The Annexures to this contract form an integral part of this contract and words and expressions defined in this contract will bear, unless the context otherwise requires, the same meaning in such Annexures and are to be taken as mutually explanatory of one another. In the event of a contradiction or ambiguity between the Annexures and this contract, the terms and conditions of this contract will prevail.
- 18.4. No relaxation or indulgence granted by the Office and no omission by the Office timeously or diligently to enforce any right under this agreement shall be deemed to amount to a waiver of that or any other right.

19. Addresses for the service of notices and processes

- 19.1 The parties choose the following addresses as their addresses for the service of notices and processes:

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For the Office

Office of the Director General

Office No A448

Mowaneng Building

40 Hans van Rensburg Street

Polokwane

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and

For the Service Provider

4 Meteorlaan

benbow

Polokwane

0700

19.2. 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 10th day after the day of posting or on the date of delivery, as the case may be.

19.3. Any matters 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.

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

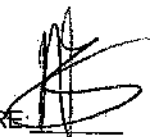
19.4.1 sent by prepaid registered post in a correctly addressed envelope to the address specified for it in clause 19.1 is deemed to have been received, unless the contrary is proved, within 14 days from the date on which it was posted;

19.4.2 delivered to the party by hand at the address specified for it in clause 19.1 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

19.4.3 sent by facsimile or email to a party at the telefax numbers or email addresses specified for it in clause 19.1 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.

19.5 For the purposes of clause 19.4, 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.

19.6 Notwithstanding anything to the contrary contained in this clause, a written notice or other communication actually received by either party and for which written acknowledgement of 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 for service.

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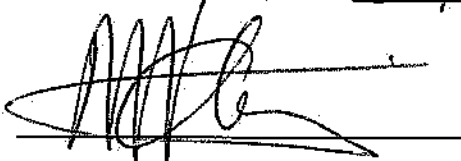
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20. Entire Agreement

- 20.1 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.
- 20.2 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 shall be binding unless recorded in a written document and signed by the parties or their duly authorized representatives.

CONTRACT BETWEEN THE LIMPOPO OFFICE OF THE PREMIER AND LOUWKEY CONSTRUCTION (PTY) LTD IN RESPECT OF MAINTENANCE AND SUPPORT OF SECURITY SYSTEMS AND EQUIPMENT INSTALLED IN ALL BUILDINGS OF OFFICE OF THE PREMIER

AT POLOKWANE ON THIS 09th DAY OF March 2023.



**DIRECTOR GENERAL:
LIMPOPO OFFICE OF THE PREMIER**

AS WITNESSES

1. Mboweni Richardzo

FULL NAMES:

1. [Signature]

2. Nokelapa KA

FULL NAMES:

2. [Signature]

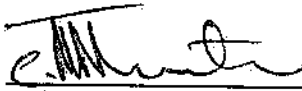
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CONTRACT BETWEEN THE LIMPOPO OFFICE OF THE PREMIER AND LOUWKEY
CONSTRUCTION (PTY) LTD IN RESPECT OF MAINTENANCE AND SUPPORT OF
SECURITY SYSTEMS AND EQUIPMENT INSTALLED IN ALL BUILDINGS OF OFFICE OF
THE PREMIER

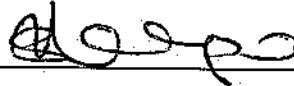
AT POLOKWANE ON THIS 10 DAY OF MARCH 2023.



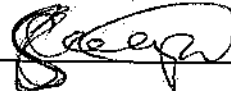
FOR THE SERVICE PROVIDER

AS WITNESSES

1. SALOMON R. MOLEPU

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FULL NAMES:

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