

GVK-SIYA ZAMA
 **CONSTRUCTION**
SHORT SUBCONTRACT AGREEMENT

ENTERED INTO BETWEEN:

GVK SIYA ZAMABUILDING CONTRACTORS GAUTENG
(Registration number 2000/005215/07)
(herein after "the Contractor")

and

VISION ELEVATORS (PTY) LTD
(Registration number 2006/010380/07)
(herein after "the Subcontractor")

(collectively referred to as "the parties")

1.0	AGREEMENT NO.	SG0831
2.0	APPOINTMENT DATE	10 March 2026
3.0	PROJECT NAME	SOSHANGUVE MALL PHASE 2C
4.0	SUBCONTRACT WORKS	VISION ELEVATORS
5.0	EMPLOYER	CUBISOL INVESTMENTS (PTY) LTD
6.0	PRINCIPAL AGENT	MDA MITCHELL DU PLESSIS PROJECTS (PTY) LTD
7.0	THE CONTRACTOR :	
1	Business Name:	GVK SIYA ZAMABUILDING CONTRACTORS GAUTENG
2	Business registration No.:	2000/005215/07
3	Tax number (VAT/GST):	4,670,177,841
4	Contact person/s:	
4.1	Contracts Manager	NOEL VAN ZYL
	Contact number	061 530 3522
	Email address	noelvz@gvk.co.za
4.2	Quantity Surveyor (QS)	KYLE ARTHUR DU TOIT
	Contact number	072 426 5050
	Email address	kyled@gvk.co.za
8.0	THE SUBCONTRACTOR :	
	Business Name:	Vision Elevators (PTY) LTD.
	Business registration No.:	(Registration number 2006/010380/07)
	Tax number (VAT/GST):	4530234428
	Contact person:	Mr Shaun Nolan
	Capacity:	
	Telephone No:	
	Mobile phone No:	087 550 0534
	Email:	Shaun.nolan@visionelevators.co.za
	Postal Address:	<i>28A Sycamore Crescent Atlas Gardens Durbanville 7750</i>
	Domicilium Address: (Physical Address)	<i>28A Sycamore Crescent Atlas Gardens Durbanville 7750</i>
9.0	SUBCONTRACT CONTRACT SUM Amount in words	R 6 000 (Inc VAT) Six Thousand Rands
10.0	CONTRACTORS MAXIMUM LIABILITY	The Contractors maximum liability in respect of any claims, losses, and any other reasons whatsoever applicable to this Subcontract agreement shall not exceed the amount stated as the Subcontract Contract Sum as setout in clause 9.0 herein.
11.0	SCHEDULE OF RATES	Refer to the schedule marked "A. SCHEDULE OF RATES" Rates are to be fully inclusive and are to provide, inter alia, for the following: All labour, materials plant and equipment, tools of the trade, supervision, transport etc. to set out properly, execute and complete the subcontract works as required. No escalation is applicable on this contract therefore all rates will be fixed for the duration of the project.
12.0	METHOD OF MEASURING	Measurement shall be in terms of the latest edition of the Standard System of Measuring Builder's Work as published by the Association of South African Quantity Surveyors (ASAQS). All work will be measured nett as built in accordance with the construction documentation, drawings, specifications, standards, etc.
13.0	MAIN CONTRACT PROGRAMME (date for Practical Completion)	30 April 2026
14.0	SUBCONTRACT PROGRAMME:	
14.1	Commencement	30 January 2026
14.2	Interim Completion	13 February 2025
15.0	PRINCIPAL BUILDING CONTRACT	JBCC Principal Building Agreement Edition 6,2 May 2018
16.0	SUBCONTRACT FORM OF CONTRACT	The Master Builders South Africa (MBSA) Domestic Subcontract Agreement May 2018 Edition (as amended), specifications and drawings and in line with the terms and conditions of the between the Employer and the Principal Building Contractor.
17.0	SUBCONTRACT SECURITY GUARANTEE	Full payment for once off payment

18.0	INTERIM PAYMENTS	<p>Monthly applications in accordance with the provisions of the Master Builders South Africa (MBSA) Domestic Subcontract Agreement May 2018 Edition (as amended).</p> <p>Applications for payment must be received by the Contractor on or before the 15th <u>day</u> of each month. Late submission may cause late certification and payment. Two copies of the Subcontractor's invoice are to be clearly marked for the attention of the site quantity surveyor, and submitted to the address specified in the contractor's information above.</p> <p>Applications for payment must include full details of all progressive quantities claimed, duly extended at either quoted rates and/or agreed lump sum.</p> <p>Invoices are to be issued to GVK SIYA ZAMA - BUILDING CONTRACTORS GAUTENG with postal address annotated and will include both the subcontractors and contractors VAT number. Details as listed above</p> <p>The certified amount will be paid on the last day of the following month subject to the Contractor receiving payment from the Employer or seven (7) calendar days from receipt of payment from the Employer, whichever date is later.</p>
19.0	SUBCONTRACT PAYMENT TERMS	Monthly
20.0	MAIN CONTRACT PENALTIES	R50,000-00/ calendar day
21.0	SUBCONTRACT PENALTIES	DAMAGES - It is recorded that it is within the contemplation of the parties that the damages which may arise, due to the failure of the Subcontractor to fulfil his contractual obligations, shall include inter-alia penalties, additional direct and indirect costs and loss of profit, etc.
22.0	ADDITIONAL WORK / EXTRA'S - CONTRACT INSTRUCTIONS	<p>Contract instructions given to the Subcontractor shall be in writing in the Site Instruction Book, which is available on site. No verbal instructions will be accepted. The Subcontractor must ensure that he receives a copy of such written instructions. The Subcontractor is warned that not all instructions become variation orders subject to payment.</p> <p>Any payment for work done associated with a site instruction in an interim payment certificate, not agreed upon or accepted in writing by a GVK commercial staff member, cannot and should not be construed as being accepted by GVK Siya Zama Building Contractors by implication of payment</p>
23.0	SUBCONTRACT INSURANCES TO BE PROVIDED:	The Subcontractor shall insure and remain insured in respect of Public Liability Risk arising out of the execution of this Sub-Contract.
24.0	DOCUMENTS REQUIRED BEFORE PAYMENTS CAN BE MADE TO SUB-CONTRACTOR	<ol style="list-style-type: none"> 1. This original signed Subcontract Agreement; 2. Certified copy of letter of good standing in terms of the Workmen's Compensation act; 3. Certified copy of VAT registration details 103 and clearance certificate (if applicable); 4. Original Bank letter to confirm your banking details. Note - Beneficiary must match your Company name; 5. Certified copy of company registration details; 6. Certified copy of Identity Document of directors, members, etc.; 7. BBBEE status and certificate (if applicable);
25.0	DOCUMENTS REQUIRED BEFORE SUB-CONTRACTOR CAN COMMENCE ON SITE	<ol style="list-style-type: none"> 1. Signed and completed Mandatory Agreements; 2. Complete Health and Sate file applicable of the necessary subcontract works to be executed; Safety file obligation forms part of Civil subcontractor's safety file
26.0	COMPLIANCE WITH LAWS AND REGULATIONS	<p>It is expressly understood between the parties to this sub-contract that the law of South Africa shall be the proper law of this sub-contract.</p> <p>The Subcontractor shall be entirely responsible for satisfying the requirements, be it the payment of any amounts due or otherwise, of the Industrial Council for the Building Industry, and of all applicable legislation such as, but not confined to, the Unemployment Insurance Act, the Basic Conditions of Employment Act, the Income Tax Act, the Workmen's Compensation Act, and all regulations made thereunder. The Subcontractor hereby indemnifies the Contractor against any loss or damage or claim arising out of the Subcontractor's failure to comply with such requirements.</p> <p>The Subcontractor shall comply with the Occupational Health and Safety Act (Act 85 of 1993) and will at all times have competent supervision present on site.</p> <p>In addition to the above the Subcontractor shall also comply with the Site Safety regulations. This will include providing your Employees with the required safety equipment and clothing, including hard hats. Should the Subcontractor fail to comply with the safety requirements the Contractor shall notify the Subcontractor of his default and should such default continue for twenty-four hours the Contractor shall provide, at the Subcontractor's expense, the required safety equipment.</p>

SHORT SUBCONTRACT AGREEMENT

SOSHANGUVE MALL PHASE 2C

For **VISION ELEVATORS**

.....
The Subcontractor

I/We hereby accept the Agreement

Name : **Garreth Burn**

MD

Capacity :

who, by its Signature warrants authority thereto :

Location :

Vision

Date : **2026-03-12 01:26 PM**

Witness (name) : **Tenneil Naidoo**

Signature :

For **GVK SIYA ZAMABUILDING CONTRACTORS GAUTENG**

.....
The Contractor

Name : Kyle Arthur du Toit

Capacity : QS

who, by its Signature warrants authority thereto : Location :

SOSHANGUVE

Date :

10 March 2026

