



BANTRY
CONSTRUCTION
SERVICES (PTY) LTD

BANTRY HOUSE
1156 MINNIE POSTMA AVE.,
FLORIDA EXT 11
P.O. BOX 724, MARAISBURG 1700
TEL. 472-2925/6 FAX. 672-4564

VISION ELEVATORS (PTY) LTD

Unit B28A, Atlas Gardens
Sycamore Crescent
Contermankloof Road
Potsdam
Cape Town
7550

Contract No: SC 1027 - 8
Contract Date: 29th March 2026

Tel: (087) 550-0534
Cell: 079-896-8354
E-mail: caroline@visionelevators.co.za

ATTENTION: **Caroline Stenson**

CSI CAPE TOWN PHASE 2

SELECTED SUB-CONTRACT APPOINTMENT – LIFT INSTALLATION

This letter serves to confirm your appointment as a Selected Sub-Contractor for the supply, installation and commissioning of the **Lift Installation** for this project. This is done in accordance with the contractual drawings, specifications, and the Main Tender Document (which is available for your perusal in our office) in terms of the following, inter alia conditions.

Appointment

- You will be appointed as a Selected Sub-Contractor to ourselves, in terms of the contractual drawings and specifications for the Sub-Contract works, and the JBCC Edition 6.2 May 2018 “Nominated / Selected Subcontract Agreement”. This document will be amended where necessary to comply with the Conditions of Contract referred to in the Main Tender Document, all of which are deemed to be incorporated herein and are further deemed to form part hereof.

Contract Amount

- The contract amount is **R1 905 888.01 Including VAT** (one million nine hundred and five thousand eight hundred and eighty eight rand and one cents).
- Quantities are re-measurable.
- Contract Price Adjustment Provision: **Fixed**.

Payment

- **Payment to yourselves will be effected through ourselves based on the certified amount by the client's quantity surveyor and based on us getting paid by the client.**
- Your monthly claims and final account claim should be based on a cumulative format and should be sent to colin@bantry.co.za on or before the **20th of each month.**
- **You will be held responsible for cleaning up, handling and cartage of debris occasioned by your contract. Should you neglect to do so you will be held liable for the cost incurred by us for cleaning up.**
- Payment for material off site will not be entertained.
- Payment for material on site will only be made upon receipt of a signed Cession Form, if agreed by the principal agent and client.
- A 10% handling fee will be charged, should the Main Contractor supply the Sub-Contractor with any material.
- **No claim for extra work will be recognised unless such extra work is authorised in writing from this office.**
- Our company VAT number to appear on all invoices **4920107192**
- **You will be required to attend fortnightly site meetings; non-attendance will attract a penalty fee of R 1, 000.00 per occasion.**
- **All on site power, hoisting equipment and scaffolding is for your account and should be arranged accordingly.**

Sub-Contract Documentation

You will be required to provide the following documents in order to conclude the formal Sub-Contract. Please note that no interim payment will be made until these requirements are fulfilled.

- Completed and signed appointment letter.
- Your Public Liability Insurance Certificate, detailing proof of your good standing.
- Evidence of you being a paid-up member in terms of the Workmen's Compensation Fund.
- A Board Resolution empowering your named signatory to this contract.
- Your acceptance of the "Safety Regulations for Contracts" document and return of Signed Appointment and Designation form prior to the commencement of the Sub-Contract works.
- By acceptance of this letter of Appointment, the Sub-Contractor shall be deemed to have waived any lien whatsoever to which he may have otherwise been entitled in favour of the employer.

Construction Guarantee

- 10% variable Construction Guarantee, should a guarantee not be received before the first payment is due, we will revert to a retention fund of the same value, reducing as per the terms of the construction guarantee.

Penalties

- **The penalty clauses and other contractual conditions applicable to ourselves, shall "mutatus mutandis" apply to the Sub-Contract.**
- For your information the penalty provision in the Main Contract is as follows:
Per Calendar Day: R40 000.00
- Further damages, if any incurred by this company as the result of, or any consequential to any default by yourselves may, at the sole discretion of this company, be added to the amount specified as penalty above.

Insurance

- The client holds the Contract Works Insurance to the value of R120 000 000.00. The deductible amount applicable on the Insurance Policy is **R50 000.00 per claim**. If necessary, we would recommend that each contractor insurance their own deductible.
- A copy of the CAR insurance schedule is available on request.
- Please note that each sub-contractor is responsible for insuring their own tools, plant and equipment utilized on site in the execution of their work.

Program and General

- The main contract period is for a period of 10 months and has commenced.
- You are hereby instructed to liaise directly with our contract manager Andre Kies (details below) with regards to the programming of your specific trade. **Having tendered on this project it is assumed that you can meet the completion dates required.** For your information the overall contract period is as follows.

• Construction Program:	Start Date	10th March 2026
	Practical Completion	27th January 2027

- Our site management team is as follows:

• Contracts Director	Konrad Pretorius	082-803-4860
• Contract Manager	Andre Kies	073-929-5632
• Quantity Surveyor	Colin Erikson	082-807-1024

Health and Safety

- Our in-house occupational health & safety officer Jaco Van Der Westhuizen (082 888 8924) will manage the compliance of all on site activities with regards to occupational health and safety.
- You will need to issue a health and safety plan / file to site, 1 week prior to any work starting on site, for the review and acceptance of our health and safety representative. The file needs to be fully implemented on submission.
- Should you require a safety file for this project, a file can be generated by ourselves on your behalf for a fee of R3 000.00.
- **The file needs to be maintained and needs to comply with the act at all times. Audits will be conducted on a monthly basis with a 90% plus score indicating a pass, if the audit is failed and the file not rectified within the timeframe given, a R4 000.00 fine will apply.**
- **If your safety file fails its second audit, our in-house safety officer will automatically compile a safety file on your behalf at a cost of R4 000.00.**
- Lunch times are from 12H00 to 13H00 and all contractors must follow this time frame for safety reasons.
- A dedicated area will be supplied by Bantry to act as an eating area and all employees to make use of this facility.
- Fines for NON – COMPLIANCE will apply as follows:
 - No Supervision on site – R10 000.00 per occasion
 - High Risk Site Non-Compliance – R5 000.00
 - Medium Risk Site Non-Compliance – R2 500.00
 - Low Risk Site Non-Compliance – to be determined by the safety officer

We take this opportunity of congratulating you on the success of your tender and look forward to a mutually beneficial and satisfactory contract completion.

Yours Faithfully

A handwritten signature in black ink, appearing to read 'Colin Erikson', with a horizontal line underneath.

COLIN ERIKSON

We hereby acknowledge receipt of your order and are acting accordingly

For and on behalf of the Sub-Contractor
who by his signature warrants that he is authorised hereto

Date