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SHEETING SPECIALISTS

Reg. No. 70/016062/07

Construction *Serving the industry for more than 45 Years*

(Pty) Ltd.

GENERAL CONDITIONS OF CONTRACT

Date: 27/01/2020

Revision: 1

1. In applying the FIDIC conditions, our tender is based upon the following interpretations being applied:
2. UNLESS OTHERWISE SPECIFICALLY ADDRESSED IN OUR QUOTATION THE FOLLOWING TERMS AND CONDITIONS APPLY:
3. Labour rates are firm and fixed for work carried out up to the next June after the date of Tender. Labour rates and labour content of tenders and quotations will be subject to increase for work carried out after that date in accordance with the Industry annual wage rate negotiations. Increase or decrease shall be calculated in accordance with the SEIFSA published rates as reflected in Table C3.
4. Plant and equipment rates quoted are those rates ruling as at the date of tender. Any increase or decrease in rates for plant and equipment that come into force after the date of tender will be for the account of the Customer. Increase or decrease shall be calculated in accordance with the actual rates applied by plant hire company.
5. Material prices are based on rates ruling as at the date of tender as reflected in Supplier quotations/price lists. Any increase or decrease in rates for plant and equipment that come into force after the date of tender will be for the account of the Customer. Increase or decrease shall be calculated in accordance with the actual rates applied by material supplier/s.
6. The Contract base date for escalation purposes is consequently the date of tender.
7. All items that have zero quantities in the BOQ and/or all items where no specification has been supplied are excluded from the tendered scope of work.
8. We have based our quote on a green field's project, with no allowance for additional safety measures or lost time for security and access constraints that would be appropriate in a brownfield operational plant.
9. Prices are based upon the use of standard non-colour-coded class 3 fixings, except where expressly otherwise quoted in the tender.
10. We have allowed for the sheeting to be fixed to cold rolled steel up to 4.5mm thick. If we would be required to fit the sheeting to cold rolled steel thicker than 4.5mm thick and / or hot rolled steel there will be an additional charge for the different type of fixings required to accommodate the thicker and / or hot rolled steel and labour to fit fixings to thicker steel and / or hot rolled steel.
11. Delivery of materials is determined by date of official order and date of receipt of construction drawings and the scope of work required where such scope of work increases or where such scope of work is changed after procurement by Doublejack.
12. Durations quoted are best estimates based upon third party manufacturing cycles. Once a firm order is in hand, these will be finalized and planned dates will be adjusted in line with best delivery dates negotiated.
13. Durations include design detailing so as to establish firm and final quantities.
14. Durations are imperiled by staggered piecemeal drawing releases, drawing changes and incomplete drawings and specifications.
15. Durations exclude work during annual shut-down/holidays over Christmas and New Year.
16. All prices/rates exclude VAT.

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17. All quotations other than firm and fixed price quotations that are not subject price adjustment are valid for a period of 120 days from date of tender.
18. All values in the BOQ are subject to adjustment in line with the actual quantities installed which will be established by re-measurement on completion.
19. Doublejack prices/rates do not include for staff to do site specific safety inductions or Medicals, or site specific training. Any additional days to get Doublejack personnel on to the site and in a position to start the sheeting works will be charged at the applicable rates for the labour, accommodation, transport, etc...
20. Prices include for Trained Staff and will include staff trained in one or more of the following aspects, as appropriate, in Doublejack estimation, to their specific duties and the specific site: Portable Electrical Equipment training course by a Seta accredited facilitators; Basic firefighting training by Seta accredited facilitators; SHE representative training course by Seta accredited facilitators; First aider: Level1 Trained by Seta accredited facilitators and Fall arrest technician: Level 1 training course by Seta accredited facilitators and **Diesel Boom Lift and Scissor Lift Operators** (we have allowed for Diesel Boom Lift training and certificates issued by the rental company providing the said Diesel Boom Lifts only (i.e. we have not allowed for operators with drivers licence's).
21. Doublejack will provide a certificate of individual competence in lieu of the trade certificates, as there are no trade certificates available for our line of work. The certificate of individual competence is currently accepted on mining sites. Furthermore Doublejack does not warrant or agree to provide any standard of academic achievement related to any of our staff. Doublejack senior employees and supervisors have acquired skills at the expert level in respect of the work that they carry out based upon extensive onsite and task-oriented training. Our staff and supervision are experienced and trained in work-application issues and safety related issues. Doublejack warrant that our teams will carry out the scope of work of any contract timeously, efficiently and safely.
22. Prices include the supply of Safety equipment as follows: Full Body Safety Harnesses – Spider Webb (Product Type: Alpha) with certificates Mark SANS 50361 / SABS 361:2003 and / or a Titan Full Body Safety Harnesses (Product Type: MPH1) with certification Mark SANS 50361:2003 including Titan Lanyards (Product Type: LG) with certification Mark SANS 50354:2003 and Life Lines SANS 94-1-2003 – 13mm x 20m steel wire rope lifelines – SWL 1.5ton) and PPE (Safety Boots (FRAMS GEO-ROAM 4701 with Accreditation: SANS/ISO 20345), Ear Plugs (DR-090C with SNR: 30db and Accreditation: EN 352-2), Standard Construction Hard Hats (SAFECO Hard Hat – White. Product Code: HH001W. Comes with a peak and 6 point liners, SANS 1397 marked and DME certified), Safety Glasses (DRO-VISION Sporty Spectacle Clear lens - DV-12C. Product Code: EYE011. Accreditation: EN166:2002) and Gloves (8 Inch Chrome Double Palm Leather Gloves. Accreditation: EN 388 and Standard Ninja Flex Latex Coated Palm Gloves N9680 with accreditation EN 388 1994).
23. Prices include for the transport of staff to security/office parking off site.
24. Tender prices/rates exclude the following: Steelwork; Woodwork; Denso Tape; Junior and Senior Safety Officer; Document Controller; HR Clerk; Site Manager; Cranage; Crane Driver; Rigger's; Rigging Equipment; lifting beams to lift sheeting; Induction Costs; Fenced Laydown areas; Storage Facilities for Materials on site & off site; Ablution facilities, Security, Construction Water & Power, Diesel, Potable water, Scaffolding; Retention Bond; Performance Guarantee; Hook-on line facility; Fall Protection & Height safety training; Dover Testing; Fall Arrest Supervisor training; Fall arrest rescue kit; vehicle with red zone requirements (i.e. roll bar); off-loading and loading of materials; off-loading and loading of site container and / or office; crane; man

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- cage; scissor lifts; boatswains chair; diesel boom lifts; Messing Areas; Site offices and storage containers or facilities.
25. Doublejack give a 1 year guarantee on all workmanship.
 26. Tender prices/rates are based on an average working week of 40-hours (excl. lunch). Doublejack works in accordance with the Industry [Metal and Engineering Industries Bargaining Council (MEIBC)] determination. This should not be read as indicating that Doublejack is a member of the bargaining council. The total of 40 hours can be spread during the week and during the month to accommodate clients' preferences. Overtime of 1 hour per day has not been allowed for in Doublejack prices, nor has working on Sundays or public holidays – although this can be implemented as part of any acceleration requirement.
 27. All prices quoted exclude any allowance for any Project Labour agreement.
 28. Prices quoted are based upon the following free issue items provided by Customer:
 - a. Free connection to mains power (incl. free issue electrical cable, installation and certification of installation of electrics and supply of power)
 - b. Free of charge security of the free issue site office, free issue site storage container, free issue diesel boom lifts, tools, equipment, office goods and safety equipment whilst on site.
 - c. Free issue site office and site storage container
 - d. Free issue potable water within 30 meters of the working area.
 - e. Ablution facilities on site within 30 meters of our working area.
 - f. 220 and 230 volt power (including DB Board) on site within 50 meters of our working area
 - g. Free and safe access onto the steel structures to work on site.
 - h. Free issue diesel boom lifts, scissor lifts, scaffolding, crane (incl. rigger, etc...), man cage, etc... whatever is required to install sheeting at height and in sufficient quantities to keep all teams busy.
 - i. We would require a free issue sheltered messing area with tables and chairs for our workers tea and lunch breaks within 10 meters of the working area on site.
 - j. We would require free assistance via a crane (including free issue Crane Driver, Riggers, Rigger Assistants, Spreader Beam, etc...) as well as the use of free issue scaffolding (incl. delivery, collection, erection, dismantling, certifying safe for use, badging, training, etc...) to offload materials from the truck and load materials onto the structure in bundles and to offload and load the site storage containers onto the truck.
 29. All material handling will be the responsibility of the Customer. This shall include but not be limited to
 - a. The Offloading of the material from transport to storage area.
 - b. The transport of the material from the storage area to the local site laydown area,
 - c. The lifting of the materials to the place of installation.
 - d. Storage area on site and off site.
 30. Doublejack require a secure area within 10 meters of working area as a local lay down area for the stacking and storage of materials once requisitioned from Customer stores on site in appropriate quantities as and when required free of charge using Customers own horse and trailer.
 31. Doublejack will require a 5m to 7m boundary area around the structures that will be sheeted. Where possible the Clients Site Manager and Doublejack's Site Supervisor can agree on sectioning of smaller areas, so long as safety and access is not compromised.
 32. Ground to be level and compacted by others before works commence.

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33. Due to safety no other parties can work below the area as Doublejack carry out sheeting and fixing works.
34. Buildings: Doublejack require free, safe and unimpeded access onto the steel structures to work on site. **Roof sheeting:** Doublejack would gain access to the roof using the steelwork, ladder, free issue scaffolding and free issue diesel boom lifts. Doublejack will use the steel and sheeting as support for the erection of the sheeting and sheeting accessories on the roof.
Side / gable sheeting: Doublejack will gain access and erect sheeting and sheeting accessories on the sides and gables using the ladder, steel, free issue scaffolding and free issue diesel boom lifts.
35. Insurance can and is taken against damage to material and equipment. Theft on site is uninsurable unless accompanied by breaking and entering. The nature of the storage facilities is such that the theft is not accompanied by breaking and entering. The consequences of inadequate security are additional material procurement and delays in project completion. Anything other than 24/7 armed security on site is inadequate for the protection of high-demand, easily disposable goods such as sheeting, ventilators, rainwater goods and fixings. For this reason, under no circumstances will Doublejack be responsible for theft or pilferage of materials, diesel boom lifts, scaffolding, site office, storage container, tools, equipment, office goods and safety equipment on site whether it be free issued or supplied by Doublejack Construction – any shrinkage of materials, diesel boom lifts, free issue scaffolding, site office, storage container, tools, equipment, office goods and safety equipment shall be for Customer account whether it be free issued or supplied by Doublejack Construction.
36. Doublejack have allowed for an 8 meter high fiberglass ladder to gain access to the lower structures on site.
37. Doublejack would require the free issue of a scaffolding tower (incl. stairs, delivery, collection, erection, dismantling, moving, certifying safe for use, badging, training, etc..) in each of the buildings to be sheeted to extend from the uppermost floor inside the building past the highest point of the building to enable personnel to gain access to the roof where we will be erecting the sheeting, flashings, etc...The free issue scaffolding will need to be erected at strategic points on the buildings (points to be agreed on site between Doublejack and company providing the scaffolding) for the installation duration. Doublejack would require this to get off the structure in an emergency (i.e. severe weather, etc..) and to gain access to the roof and sides to carry out works. Doublejack would require a free issue tower (incl. stairs, delivery, collection, erection, dismantling, moving, certifying safe for use, badging, training, etc..) for each of the structures to be sheeted, while Doublejack are erecting the sheeting and sheeting accessories on the said structure.
38. Doublejack would require the free issue (incl. delivery, collection, erection, dismantling, certifying safe for use, badging, training, etc..) of crane (incl. driver and rigging crew) and man cage to gain access and to sheet structures if unable or not permitted to climb the steel, use ladder, use free issue scaffolding and free issue diesel boom lifts and any substitute for diesel boom lifts to gain access and sheet. If Doublejack would need to make use of crane, man cage, etc... Doublejack would need to provide pricing on these items and look at new production expectations in addition to the plant required.
39. Doublejack would require the free issue (incl. delivery, collection, erection, dismantling, certifying safe for use, badging, training, etc..) of scaffolding, diesel boom lifts, crane and man cage to gain access and to sheet structures.
40. We would require a free issue sheltered messing area with tables and chairs for our workers tea and lunch breaks within 10 meters of the working area on site and at the accommodation.

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41. Quote is based on absolute continuity of work on the project. It is agreed that we will receive clear access to fully occupy our crews at all times on the structures. The relevant crew first completing the section of the structure they have been allocated before moving onto the next section of the structure and building for building.
42. Any delays which Doublejack encounter will be charged at an hourly rate if such delay exceeds 2 hours in any one shift (only the time in excess of 2 hours will be claimed).
 - a. Where delay is continuous [that is, for more than one shift] the two hour rule shall only apply to the first shift.
 - b. Forecast of delays and standing time will be given wherever possible.
 - c. Where standing time occurs this will be brought to the site management attention and will be reflected in daily diary entries which will form the ultimate evidence of such waiting time having occurred.
43. An additional amount will be charged per de-establishment or re-establishment if there is no continuity of work and Doublejack have to then de-establish team and return at a later stage and re-establish the project team.
44. If there is no continuity of work Customer will be charged at the applicable rates for the time that the white and blue collar personnel are waiting for further access, costs incurred for their accommodation (for white and blue collar personnel), their transport (for white and blue collar personnel), the site offices, the site storage containers, the scaffolding, the scissor lifts, the crane and the diesel boom lifts, as well as any additional collection, training (of DJC personnel), site establishment, tagging of equipment and delivery costs incurred. The contract allows for claims in principle – Doublejack terms allow for the detail and the basis of calculation of partial access and delay costs.
45. Doublejack are concerned that access may be partial or impeded at any one stage of the erection/installation process. If Doublejack access to the working area and the actual workplace is restricted or hindered or partial or incomplete then access will be deemed to be such that site efficiency is 50% for the duration of such hindered, partial, or impeded access and time will be extended on this basis with associated P&G costs and Direct Field Labour costs being recovered from the Customer on this basis.
46. Doublejack Tender is based on carrying out the works on a continuous basis.
47. Doublejack have allowed for 10% Retentions which will be deducted from all payments. On completion of Doublejack works half (5%) of the retentions will be due and 12 months after completion of Doublejack works the balance of the retentions will be due for release.
48. Price is based on the acceptance of the complete quotation.
49. Doublejack reserve the right to revise the quotation if the complete quotation is not accepted.
50. Doublejack require payment for equipment, materials delivered to site and work completed within 30 days of invoice. The invoice will be submitted at the end of each month. The invoice will be based on assessment of equipment, materials delivered to site and work completed from the date of the 16th of the previous month up to an including the date of the 15th of the month in which the invoice is generated.
51. Timely payment for material deliveries and installation progress is of the essence of the contract. Failure to make payment of that amount that is due and payable against any invoices submitted by Doublejack shall entitle [but not oblige] Doublejack to remove all personnel and equipment from site and/or to remove all material not installed from site and/or to exercise a workman's lien on all work performed and not paid for in full.

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52. Should Customer fail to make payment of any amount on the due date Customer will be liable to pay interest on the amount they should have paid at the maximum permissible rate prescribed under the Usury Act no 73 of 1968, or the National Credit Act no 34 of 2005, whichever is applicable, or whichever is the higher if both are applicable.
53. Customer agrees that the conduct of their account can be reported to credit bureaux.
54. Notwithstanding the delivery of any goods to the Purchaser, which shall represent the time of the passing of risk in the goods to the Purchaser, ownership thereof shall not pass until the Seller has received payment of the full contract price. Goods and materials are the property of the Contractor until payment for such goods and materials is received. Ownership passes independently of risk. The Contractor sole and entire security for payment rests in the ownership of the goods until such goods are paid for.
55. The law of this contract will be the law of South Africa. The Customer agrees that if it breaches any of its obligations under these terms and conditions, Doublejack Construction may in its sole discretion institute process against the Customer in the Randburg Magistrate's Court, even though the amount claimed exceeds the jurisdiction of that Court and notwithstanding that any cause of action may arise beyond that Magistrates Court area of jurisdiction. For the purposes of service of any Court process, the Customer chooses as its *domicilium citandi et executandi* the Customer's address reflected on Doublejack Construction's invoice or statement of account.
56. Priority of documents:
The Contract shall consist of
 1. The quotation as amended/finalised.
 2. The special conditions of contract.
 3. These terms and conditions of contract.
57. In the event that there is any contradiction, real or supposed, between the documents listed above forming the contract, then the priority of the documents shall be the order in which they are listed above.
58. In the event of process being instituted against the Customer by Doublejack Construction, the Customer agrees to pay any litigation costs that may be awarded to Doublejack Construction on the attorney and own client scale (such costs to include, but not be limited to the costs of counsel as marked on brief, collection commission and tracing fees).
59. The tender BOQ estimate is based on assumptions as listed. Should any of the assumptions change this estimate will change.
60. Failure to exercise any of its rights in terms of these conditions shall under no circumstances be construed as a waiver of Doublejack rights, which shall be reserved throughout the contract duration.

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