

Request for Proposal: As and when required Sand Management and Maintenance at Simons Town for a Period of 24 months	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
Tender number: 04/2025/CTN/INFRA	



ANNEXURE 8: FORM OF CONTRACT

General Conditions of Contract for Construction Works GCC 3rd Edition 2015

Prepared by the South African Institution of Civil Engineers (SAICE) and approved by the institution of Municipal Engineering, the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors and shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X2000, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract for Construction Works make several references to the Contract Data for the specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract for Construction Works shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

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Part 1: Data provided by the Employer

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause Number	Clause Definition	Completion, addition or Substitution of Clause
1.1.1.13	The Defects Liability Period....	Non applicable
1.1.1.14	The Due completion Date....	24 Calendar Months excluding non-working days as stipulated by SAFCEC
1.1.1.15	The name of the Employer....	Metrorail, Division of the Passenger Agency of South Africa
1.2.1.2	The address of the Employer....	Physical: The Regional Manager Metrorail Western Cape Room 622A Propnet Building 1 Adderley Street Cape Town (T): 021 818 7492 (F): n/a Postal: P.O. Box 5446 Cape Town 8000
1.1.1.16	The name of the Employer's Agent....	The Regional Engineer, Perway
1.1.1.17	The name of the Engineer's Representative	To: Further, in this Tender Document, the Engineer's Representative will be referred to as the Technical Officer

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1.2.1.2	The address of the Employer's Agent....	Physical: The Regional Engineer Infrastructure (Perway) Metrorail Western Cape
1.1.1.26	The Pricing Strategy....	Re-measurement Contract
3.1	Functions of the Engineer	Delete Clauses: ➔3.1.1
5.3.1	The document required before commencement with works execution	1. Final Health and Safety programme 2. Risk Management Report 3. Initial Programme (Refer to Clause 5.6) 4. 4. Security (Refer to Clause 6.2) 5. Insurances (Refer to Clause 8.6)
5.3.2	The time to submit documentation required before commencement with Works execution	21 days

5.8.1	The non-working days.... The special non-working days are:	Sundays 1) All gazette public holidays falling outside the year end break 2) The year end break commencing on mid-December and ending on mid- January as published by SAFCEC
5.13.1	The penalty for failing to complete the work....	R 1,500.00 per calendar day
5.16.3	Latent defects liability period	Non-applicable
5.14.1	Practical Completion to defined as	When the Works been completed to the requirements as set out in the scope of works and specifications and to the Employer's satisfaction
6.10.1.5	The percentage advance on materials not yet built into the Permanent works is	0% (NIL)
6.10.3	The limit of Retention money is	5% of the Contract Sum and, 5% Performance Bond

6.10.5	Payment of Retention Money	1. First half paid when the Engineer's Representative issued the Certificate of Completion 2. Other half paid within 14 days of the expiration of the Defects Liability Period, which may be extended in terms of Clauses 5.14.4, if necessary and provided that 6.10.5.1 applies
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum....	R150,000.00
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum...	R 0.00 (Nil)
8.6.1.3	The limit of indemnity for liability insurance is...	R 0.00 (Nil)
10.5.3	The number of Adjudication Board members to appointed is	One
Add Clause 11 to GCC	Details to be Confidential	The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper