

## ANNEXURE 1: 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](mailto: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.

**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   |
|---------------|----------------------------------|--|
| 1.1.1.5       | Commencement Date                | <p>The date that the Agreement, made in terms of the Form of Offer and Acceptance or PRASA letter of Acceptance, comes into effect.</p> <p>To be read in conjunction with clause 5.3, commencement and access to site to avoid standing time claims; reference also to be made to clause 5.4.2, full access without limitations.</p> |
| 1.1.1.13      | The Defects Liability Period.... | <b>6 Months</b>  |
| 1.1.1.14      | The Due completion Date....      | <b>18 Months</b>   |
| 1.1.1.15      | The name of the Employer....     | <p><b>METRORAIL</b></p> <p><b>DIVISION OF THE PASSENGER RAIL AGENCY OF SOUTH AFRICA</b></p>  |

| Clause Number | Clause Definition                         | Completion, addition or Substitution of Clause  |
|---------------|---|---|
| 1.2.1.2       | The address of the Employer....           | <p><b>Physical:</b></p> <p><b>The Regional Manager</b></p> <p><b>Metrorail Western Cape Room 622A</b><br/><b>Propnet Building 1 Adderley Street</b><br/><b>Cape Town</b></p> <p><b>(T): 021 449 2925</b></p> <p><b>(F): 021 449 6300</b></p> <p><b>Postal:</b></p> <p><b>P.O. Box 5446 Cape Town</b></p> <p><b>8000</b></p> |
| 1.1.1.16      | The name of the Employer's Agent....      | <b>The Regional Engineer, Perway</b>  |
| 1.1.1.17      | The name of the Engineer's Representative | <b>H Visagie. Further, In this Tender Document, the Engineer's Representative will be referred to as the Technical Officer</b>  |
| 1.2.1.2       | The address of the Employer's Agent....   | <p><b>Physical:</b></p> <p><b>The Regional Engineer Infrastructure</b><br/><b>(Perway) Metrorail Western Cape</b></p>   |

|  |   |
|--|---|
| <p><b>REQUEST FOR TENDER (RFT): APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, DELIVERY AND INSTALLATION OF A PRECAST CONCRETE BARRIER WALL AND HIGH SECURITY FENCE WITH GATES BETWEEN CAPE TOWN AND LANGA VIA MAITLAND ALONG THE CENTRAL LINE, REFERRED TO AS WORK PACKAGE 1</b></p> <p><b>TENDER NUMBER: HO/PT/ENG/PW/239/07/2023</b></p> |  <p><b>prasa</b><br/>PASSENGER RAIL AGENCY<br/>OF SOUTH AFRICA</p> |
|--|---|

| Clause Number | Clause Definition  | Completion, addition or Substitution of Clause  |
|---------------|--|---|
| 1.1.1.26      | The Pricing Strategy....   | <b>Re-measurement contract</b>  |
| 4.4.1 & 4.4.2 | Subcontracting   | <b>Subcontractor to be approved by PRASA. Subcontracting may not be more than 49%. Contractor shall not subcontract the whole of the Contract.</b>  |
| 5.3.1         | The documentation required before commencement with Works execution....                | <b>1) Final Health and Safety Program/File</b><br><b>2) Initial Programme of Works</b><br><b>3) Risk Management Report</b><br><b>4) Security (Refer to Clause 6.2)</b>  |
| 5.3.2         | The time to submit documentation required before commencement with Works execution.... | <b>14 days</b>  |
| 5.8.1         | The non-working days....<br><br>The special non-working days are:                      | <b>Sundays</b><br><br><b>1) All gazetted public holidays falling outside the year end break</b><br><br><b>2) The year end break commencing on mid-December and ending on early January as published by SAFCEC</b> |

| Clause Number      | Clause Definition  | Completion, addition or Substitution of Clause  |
|--------------------|--|---|
| 5.13.1             | The penalty for failing to complete the works is....to a maximum of 10% of the contract value. If the total sum of penalties reaches 10% of the contract value PRASA reserves the right to terminate the contract. | <b>R 500 000.00 per calendar day</b>  |
| 5.14               | Completion   | <p><b>Practical Completion and Handover Acceptance System:</b></p> <p><b>Contractor to compile the Quality Control Dossier and Management Package which includes but is not limited to:</b></p> <ul style="list-style-type: none"> <li>- <b>Code data book/QC dossier</b></li> <li>- <b>Drawing package “as-built”</b></li> <li>- <b>Compliance certificates</b></li> <li>- <b>Design calculations</b></li> <li>- <b>“Punch list”</b></li> <li>- <b>Schedule of all Tests performed.</b></li> </ul> |
| 6.101.5 and 6.10.2 | Valuation of material  | <b>Applicable to both materials brought onto site, as well as material off-site</b>   |

| Clause Number | Clause Definition  | Completion, addition or Substitution of Clause |
|---------------|--|--|
| 8.6.1.1       | Insurance of the Works, Plant intended for incorporation in the Works, and of all materials on the Site intended for incorporation in the Works against damage or physical loss arising from whatever cause, for the period for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and for a sum insured which shall be the aggregate of: | <b>The Contract Price</b>                      |
| 8.6.1.1.2     | The value of Plant and materials supplied by the Employer to be included in the insurance sum....  | <b>R 0.00 (Nil)</b>                            |
| 8.6.1.1.3     | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum...   | <b>R 0.00 (Nil)</b>                            |
| 8.6.1.3       | The limit of indemnity for liability insurance is...   | <b>R 10 000 000.00</b>                         |
| 10.5.3        | The number of Adjudication Board Members to be appointed is...   | <b>N/A</b>                                     |
| 10.7.1        | The determination of disputes shall be by...   | <b>Arbitration</b>                             |

## PART 2: DATA PROVIDED BY THE CONTRACTOR

| Clause Number | Clause Definition  | Completion, addition or Substitution of Clause |
|---------------|--|--|
| 1.1.1.9       | The name of the Contractor is...   |  |
| 1.2.1.2       | The address of the Contractor is...  |  |
| 6.2.1         | The security to be provided by the Contractor shall be one of the following:<br><b>(Contractor's Choice "Yes" or "No")</b>     |  |
|               | Fixed performance guarantee of 10% of the Contract Sum   |  |
|               | Retention of 10% of the value of the Works   |  |
|               | Variable performance guarantee of 5% of the Contract Sum for the first period and 5% of the Contract Sum for the second period |  |