



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## **VOLUME 3**

# **PARTICULAR CONDITIONS**

## **PART A: CONTRACT DATA**

## **PART B: SPECIAL PROVISIONS**

Request For Tender for The Appointment of Contractor for The  
Construction of Durban Yard Lifting Shed and Associated Buildings  
Project

BID NUMBER: HO/PGC/DMP/516/06/2026

## **DOCUMENT TREE**

The following documents form part of this contract.

### **Volume 1**

- PRASA Request for Tender Volume 1 Part 1
- PRASA Returnable Documents Volume 1 Part 2
  - SBD 5
  - SBD 6.1

### **Volume 2**

- PRASA Volume 2: Tender Form C
- BOQ
  - Contract Data: Information provided by the Contractor

### **Volume 3 (This Document)**

- FIDIC General Conditions of Contract
  - “The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” Second Edition 2017, reprinted 2022 with amendments, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), (obtainable from [www.FIDIC.org](http://www.FIDIC.org)).”
- FIDIC Particular Conditions of Contract
  - Part A: Contract Data
  - Part B: Special Provisions

### **Volume 4**

- Technical Specifications
  - General
  - Architectural
  - Structural Engineering
  - Civil Engineering
  - HVAC Installation
  - Wet Services Installation
  - Fire Protection
  - Fire Sprinkler Installation
  - Drainage Installation
  - Lift Installation
  - Electrical Installation
  - ICT Installation

**PARTICULAR CONDITIONS**

**REQUEST FOR TENDER:** Request For Tender for The Appointment of Contractor for The Construction of Durban Yard Lifting Shed and Associated Buildings Project

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- Safety

Volume 5


- Drawing Lists – All applicable disciplines
- Drawings (Electronic copies)

Volume 6

- Site Data and Items of Reference
  - Fire Sprinkler Equipment Schedule
  - Fire Services Equipment Schedule
  - Mechanical Building Services Equipment Schedule
  - Wet Services Equipment Schedule
  - Geotechnical Factual Report
  - Geotechnical Interpretive Report
  - Contractors Camp Site and Occupation Plan
  - Environmental Management Plan

Volume 7

- Applicable Standards
  - List of Applicable Standards

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## 1 CONDITIONS OF CONTRACT

“The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” Second Edition 2017, reprinted 2022 with amendments, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), (obtainable from [www.fidic.org](http://www.fidic.org)) the Contract Data (Particular Conditions – Part A) and the “Special Provisions” (Particular Conditions – Part B), which include amendments and additions to such General Conditions.”


“The provisions to be found in the Special Provisions (Particular Conditions – Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions – Part A) take precedence over the Special Provisions (Particular Conditions – Part B).”

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**PART A: CONTRACT DATA****2 CONTRACT DATA: Information provided by the Employer**

FIDIC Sub- Clause	Description	Data
1.1.20	Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost:	1.5%
1.1.27	Defects Notification Period (DNP):	365 days
1.1.31	Employer's Name and Address:	The Project Manager  Depot Management Programme  Passenger Rail Agency of South Africa  Umjantshi House, 30 Wolmarans Street, Braamfontein, Johannesburg,  2001
1.1.35	Engineer's name and address:	The Project Manager  Project Manager  GIBB (PTY) LTD  3 <sup>rd</sup> Floor, Building 419 Ninth Street, Houghton Estate  Rosebank, 2196  PO Box 2700  Rivonia 2128


<b>PARTICULAR CONDITIONS</b>	 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>REQUEST FOR TENDER:</b> Request For Tender for The Appointment of Contractor for The Construction of Durban Yard Lifting Shed and Associated Buildings Project	
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FIDIC Sub- Clause	Description	Data
1.1.84	Time for Completion:	730 days
1.3(a)(ii)	Agreed methods of electronic transmission:	PDF documents via email
1.3(d)	Address of Employer for communications:	<a href="mailto:mavhungu.muhangane@prasa.com">mavhungu.muhangane@prasa.com</a>  Umjantshi House, 30 Wolmarans Street, Braamfontein, Johannesburg,  2001
1.3(d)	Address of Engineer for communications:	<a href="mailto:yash@ramcon.co.za">yash@ramcon.co.za</a>  3 <sup>rd</sup> Floor, Building 4 19 Ninth Street, Houghton Estate Rosebank, 2196 PO Box 2700 Rivonia 2128
1.4	The contract shall be governed by the law of:	South Africa
1.4	Ruling language:	English
1.4	Language for communications:	English
1.8	Number of additional paper copies of Contractor's Documents:	1 No.
1.15	Total liability of the Contractor to the Employer under or in connection with the Contract:	Accepted Contract Amount Plus Thirty Percent (+30%)

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FIDIC Sub- Clause	Description	Data
2.1	After signing of Contract Agreement, the Contractor shall be given the right of access to, and possession of:  All of the Site subject to receiving the Construction Work Permit. (Note constraint described Volume 4 Technical Specifications, item 4.3.3)	42 days
2.4	Employer's financial arrangements:	Not Applicable
4.2	Performance Security (as percentages of the Accepted Contract Amount in currencies):  Note the following:  "The performance security shall be issued by a bank duly registered in terms of the Banks Act (No 94 of 1990) and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Engineer."	Percent:10%  Currency: South African Rands (ZAR)
4.7.2	Period for notification of errors in the items of reference:	5 days
4.19	Period of payment for temporary utilities:	1 month
4.20	Number of additional paper copies of progress reports:	1 No.
5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount):	70%
5.1(b)	Parts of the Works for which subcontracting is not permitted:	Not Applicable

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FIDIC Sub- Clause	Description	Data
6.5	Normal working hours on the Site:	07h00 to 17h00
8.3	Number of additional paper copies of programmes:	1 no.
8.8	Delay Damages payable for each day of delay:	R35 500/day
8.8	Maximum amount of Delay Damages:	Not Applicable
12.2	Method of Measurement:	In accordance with the Bill of Quantities
12.3	Percentage profit:	5%
14.2	<p>Currency or currencies of Advance Payment:</p> <p>Note regarding advance payments</p> <p>Advance payment will only be considered for specialist items namely:</p> <ul style="list-style-type: none"> <li>• Lifts,</li> <li>• Cranes;</li> <li>• Bogie Turntables,</li> <li>• ICT servers and associated equipment</li> </ul> <p>A maximum amount of 80% of the cost of the item will be considered for an advance payment. Payment will be based on invoices from suppliers. Advance payment guarantees in the form of a Bank Guarantee will be required for the full value of the advance payment.</p> <p>All other terms and conditions as per the FIDIC General Conditions sub-clause 14.2 shall apply.</p>	South African Rand (ZAR)
14.2.3(a)	Minimum amount of certified interim payments to commence repayment of the Advance Payment (as a percentage of the Accepted Contract Amount)	10%

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FIDIC Sub- Clause	Description	Data
14.2.3(b)	Percentage deductions for the repayment of the Advance Payment:	25%
14.3	Period of payment:	From the 16 <sup>th</sup> of the previous month to 15 <sup>th</sup> of the current month.
14.3(b)	Number of additional paper copies of Statements:	1No.
14.3(iii)	Percentage of retention:	10%
14.3(iii)	Limit of Retention Money (as a percentage of Accepted Contract Amount):	10%
14.5(b)(i)	Plant and Materials for payment when shipped:	Not Applicable (see clause 14.2)
14.5(c)(i)	Plant and Materials for payment when delivered to the Site:	Not Applicable (see clause 14.2)
14.6.2	Minimum amount of Interim Payment Certificate (IPC):	R5 000 000.00
14.7(a)	Period for payment of Advance Payment to the Contractor:	30 days
14.7(b)(i)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [ <i>Interim Payment</i> ]	30 days
14.7(b)(ii)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [ <i>Final Payment</i> ]	30 days
14.7(c)	Period for the Employer to make final payment to the Contractor	30 days


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FIDIC Sub- Clause	Description	Data
14.8	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	0%
14.11.1(b)	Number of additional paper copies of draft final Statement	1 No.
14.15	Currencies for payment of Contract Price:	South African Rand (ZAR)
14.15(a)(i)	Proportions or amounts of Local and Foreign Currencies are:	Not Applicable
14.15(c)	Currencies and proportions for payment of Delay Damages:	South African Rand (ZAR)
14.15(f)	Rates of exchange:	Not Applicable
17.2(d)	Forces of nature, the risks of which are allocated to the Contractor:	Flooding, including localized flooding of the site or portions of the site, high winds, hail.

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FIDIC Sub- Clause	Description	Data
19.1	Permitted deductible limits:	
	Insurance required for the Works:	R20 000.00
	Insurance required for Goods:	R20 000.00
	Insurance required for liability for breach of professional duty:	N/A
	Insurance required against liability for fitness for purpose (if any is required):	N/A
	Insurance required for injury to persons and damage to property:	R20 000.00
	Insurance required for injury to employees:	R20 000.00
	Other insurances required by Laws and by local practice:	
	Removal of Lateral Support Insurance:	R20 000.00
19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%):	30%
19.2.1(iv)	List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works:	
	Supplementary Insurance for the Works against loss or damage caused by civil commotion, riot, strike, labour disturbance and lockout to the extent not included under the contract work insurance.	R10 000 000.00
19.2.2	Extent of insurance required for Goods:	Full Replacement Value including Delivery to Site.

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FIDIC Sub- Clause	Description	Data
19.2.3(a)	Amount of insurance required for liability for breach of professional duty:	Not Applicable
19.2.3(b)	Insurance required against liability for fitness for purpose	Not Applicable
19.2.3	Period of insurance required for liability for breach of professional duty:	Not Applicable
19.2.4	Amount of insurance required for injury to persons and damage to property:	R30 000 000.00
19.2.6	Other insurances	
	Removal of Lateral Support Insurance:	R20 000 000.00
21.1	Time for appointment of DAAB:	90 days
21.1	The DAAB shall comprise:	One (1) Member
21.1	List of proposed members of DAAB - Proposed by Employer:	To be nominated within 45 days of signing of the Contract Agreement.

Definition of Sections			
Description of parts of the Works that shall be designated a Section of the Contract (Sub-Clause 1.1.73)	Value: Percentage of Accepted Contract Amount (Sub-clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)
Existing Lifting Shop Alterations: <b>Section 1: Line 2</b>	5%	365 days	R1 750/day

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**3 CONTRACT DATA: Information provided by the Contractor**

Sub-Clause	Description	Data
1.3(d)	Address of Contractor for communications:	
13.4(b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit:	
14.2	Total amount of Advance Payment (as a percentage of Accepted Contract Amount):	
21.1	List of proposed members of DAAB - Proposed by Contractor:	

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## PART B: SPECIAL PROVISIONS

### 4 SPECIAL PROVISIONS

FIDIC PAGE REF.	FIDIC CLAUSE NUMBER
	<b>4.1 Sub-clause 1.1.4 Base Date</b>
1.	Delete this entire Sub-clause and replace it with the following:  “ <b>Base Date</b> ” means the latest date for submission of the Tender.
	<b>4.2 Sub-clause 1.1.21 Country</b>
2.	Delete this entire Sub-clause and replace it with the following:  “ <b>Country</b> ” means the Republic of South Africa
	<b>4.3 Sub-clause 1.1.50 Letter of Acceptance</b>
5.	Add the following:  “ <b>Letter of Acceptance</b> ” shall also mean Letter of Appointment.
	<b>4.4 Sub-clause 1.1.51 Letter of Tender</b>
5.	Add the following:  “ <b>Letter of Tender</b> ” shall also mean “Tender Form”.
	<b>4.5 Sub-clause 1.1.63 Performance Security</b>
5	Add the following:  “ <b>Performance Security</b> ” shall also mean Performance Bond.
	<b>4.6 Sub-clause 1.1.78 Sub-Contractor</b>
7.	Add the following:  “ <b>Subcontractor</b> ” shall also mean Supplier.


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FIDIC PAGE REF.	FIDIC CLAUSE NUMBER
	<b>4.7 Sub-clause 1.1.81 Tender</b>
7.	Delete this entire Sub-clause and replace it with the following:  “ <b>Tender</b> ” means Tender Form and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.
	<b>4.8 Sub-clause 1.3 Notice and Other Communications</b>
8.	Add the following paragraph after the final paragraph:  The parties choose as their respective <i>domicilium citandi et executandi</i> for the purpose of service of legal pleadings the physical address specified in the Contract Agreement.
	<b>4.9 Sub-clause 1.8 Care and Supply of Documents</b>
10.	In the 1 <sup>st</sup> paragraph, 2 <sup>nd</sup> line, change ‘two copies’ to “one copy”
	<b>4.10 Sub-clause 1.11 Contractor’s use of Employer’s Documents</b>
12.	At the end of the first sentence add:  “as well as any research, innovation, industry cutting edge\ technology and any form of trials undertaken as part of the Contract.”
	<b>4.11 Sub-clause 2.1 Right of Access to the Site</b>
14.	At the end of the 1 <sup>st</sup> paragraph add:  “In addition to the Performance Security, there are conditions pertaining to Permits from the Department of Labour, which may result in access to the site being withheld as stated in the Specifications.”
	<b>4.12 Sub-clause 2.4 Employer’s Financial Arrangements</b>
	Delete the 1 <sup>st</sup> paragraph.
	<b>4.13 Sub-clause 3.1 The Engineer</b>
16.	Delete item (a) and replace with the following:  “(a) a registered built environment professional having suitable qualifications, experience and competence to act as the Engineer under the Contract; and”

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<b>FIDIC PAGE REF.</b>	<b>FIDIC CLAUSE NUMBER</b>
17.	<p><b>4.14 Sub-clause 3.1                      Engineers Duties and Authority</b></p> <p>Add the following after the 3<sup>rd</sup> paragraph</p> <p>“In addition to the actions stipulated in the General Conditions whereby the Engineer shall first obtain the approval of the Employer, the Employer’s approval shall also be obtained before taking any action under sub-clause 8.1, 8.8, 10.1, 11.9 and 13.3 as amended in these particular conditions.”</p>
23.	<p><b>4.15 Sub-clause 4.2                      Performance Security Contractors Obligations</b></p> <p>Under item 4.2.1 Contractors Obligations, replace the 2<sup>nd</sup> and 3<sup>rd</sup> sentence of the 1<sup>st</sup> paragraph with the following:</p> <p>“The performance security shall be issued by a bank duly registered in terms of the Banks Act (No 94 of 1990) and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Engineer.”</p>
	<p><b>4.16 Sub-Clause 4.8                      Health and Safety Obligations</b></p> <p>Replace “within 21 days of the Commencement Date” in the 1<sup>st</sup> sentence of the 2<sup>nd</sup> paragraph and replace with “within 14 days of receiving the Letter of Appointment”</p>
	<p><b>4.17 Sub-Clause 4.20                      Progress Reports</b></p> <p>Delete the 2<sup>nd</sup> to last and the last line in the 1<sup>st</sup> paragraph and replace with the following:</p> <p>‘The first report shall cover the period up to the 15<sup>th</sup> day of the first month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the 15<sup>th</sup> day of the month to which it relates. The report shall cover the period from the 16<sup>th</sup> of the previous month to the 15<sup>th</sup> of the current month.</p> <p>Add the follow after item (h):</p> <p>(i)        Sub-contractor reports of all sub-contractors in the format as directed by the Engineer.</p> <p>(j)        Cashflow schedule showing the planned and actual expenditure over the duration of the project, in the format agreed with the Engineer.</p>

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**FIDIC  
PAGE  
REF.**

**FIDIC CLAUSE NUMBER**

**4.18 Sub-Clause 5.1 Sub-Contractors**

At the end of the second paragraph of Sub-Clause 5.1, add

“The Contractor shall sub-contract a minimum of 30% (CPG Target) of the Accepted Contract Amount to Black Owned Local Enterprisers who are EME or QSE’ s from within the Ethekwini Municipality (or specific areas as agreed with the Engineer).

The Contractor shall ensure that the sub-contracting complies with the beneficiary category listed below:

<b>Preferential Procurement Beneficiaries Category (EME/QSE)</b>	<b>% of the 30% (CPG Target)</b>
Black Owned Enterprise (BOE)	60
Black Women Owned Enterprises (BWOE)	30
Black Youth Owned Enterprise (BYOE)	5
Black Persons with Disability (BPD)	5

Also add the following:

38.


“The Contractor shall comply with the Construction Industry Development Board (CIDB) Standard for Indirect Targeting for Enterprise Development through Construction Works (Gazette Notice No.36190 of 25 February 2013).”

At the end of the last paragraph add the following:

“Sub-contractors shall comply with all Health and Safety requirements as included in these documents and shall also comply with specific requirements relating to their work as contained in the Specifications.”

Also add the following:

“If a Subcontractor’s obligations to the Contractor extend beyond the expiry date of the Defects Notification Period which is applicable to the Subcontractor’s work and if the Contractor receives an instruction from the Engineer to do so not less than 7 days before this expiry date, the Contractor shall assign the benefit of such obligations to the Employer. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for work carried out by the Subcontractor after the assignment takes effect”

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**FIDIC  
PAGE  
REF.**

**FIDIC CLAUSE NUMBER**

**4.19 Sub-Clause 6.3 Recruitment of labour**

Delete the 1<sup>st</sup> and 2<sup>nd</sup> paragraph.

Add the following:

‘The contractor and sub-contractors shall recruit labour who reside in the Ethekwini Municipality (Target Area) and/or specific Wards within the municipality as instructed by the Engineer.’

The Contractor shall on a preferential basis recruit staff and labour for his workforce, such that the number of person-hours employed in the following designated groups expressed as a percentage of the workforce person-hours for that specific designated group.

40.

<b>SKILLS LEVEL</b>	<b>CRITERIA</b>	<b>TARGET (%)</b>
Unskilled labour	Target area black persons	100% of the total unskilled labour force
Unskilled labour	Target area black women	30% of the total unskilled labour force
Unskilled labour	Target area youth	30% of the total unskilled labour force
Unskilled labour	Target area person with disability	5% of the total unskilled labour force
Semi-skilled labour	Target area black persons	80% of the total semi-skilled labour force
Semi-skilled labour	Target area black women	5% of the total semi-skilled labour force
Semi-skilled labour	Target area youth	20% of the total semi-skilled labour force
Semi-skilled labour	Target area person with disability	5% of the total semi-skilled labour force
Skilled Labour	Black People	50% of the total skilled labour force

**4.20 Sub-Clause 6.6 Facilities for Staff and Labour**

40.

Add the following after the last paragraph:

The contractor shall not permit any of the Contractor’s Personnel to maintain any permanent or temporary living quarters on the Employers’ property.’

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<b>FIDIC PAGE REF.</b>	<b>FIDIC CLAUSE NUMBER</b>
	<b>4.21 Sub-Clause 8.3 Programme</b>
47.	Add the following after the last paragraph:  "A tracked programme shall be submitted with each and every monthly report."
	<b>4.22 Sub-Clause 8.4 Extension of Time for Completion</b>
48.	In the 1 <sup>st</sup> paragraph after '.... will be delayed by any of the following causes' add:  "and after all float (except for inclement weather provision) in the programme has been utilised."
	<b>4.23 Sub-Clause 12.3 Valuation of the Works</b>
63.	Delete sub-paragraph (a) and sub-paragraph (b) and any reference to these sub-paragraphs.
	<b>4.24 Sub-Clause 13.3 Variation Procedure</b>
66&67	In the 1 <sup>st</sup> paragraph add the following after the word Engineer:  "after obtaining the Employer's approval."  Delete the last paragraph in its entirety.

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	<p><b>4.25 Sub-Clause 13.7 Adjustments for Changes in Cost</b></p> <p>Add the following after the last paragraph:</p> <p>“Price adjustment for inflation is in accordance with the Haylett Formula with indices published by STATSSA.</p> <p>The base date for indices is the month during which the closing date for tenders falls.</p> $A = 0.85 \times V (X_e / X_o - 1)$ <p>Where: A = the adjustment amount</p> <p>0.85 = a constant which provides for a 15% non-adjustable element</p> <p>V = the work value in such work group and the valuation period</p> <p>X<sub>e</sub> = the value of the index applicable to such work group and the valuation period for the calendar month during which the payment certificate is dated</p> <p>X<sub>o</sub> = the value of the index applicable to such work group for the base month</p> <p>The rates will be fixed for twelve (12) calendar months from the Base Date.”</p>
69/70.	<p><b>4.26 Sub-Clause 14.1 The Contract Price</b></p> <p>Add the following new clause (e):</p> <p>The contractor shall submit to the Engineer, within 28 days after receiving the letter of appointment a fully balanced priced bill of quantities to the Engineer. The Engineer (or Engineer’s representative) shall review the rates after which the final rates will be agreed between the Engineer and Contractor.</p> <p>Any arithmetic errors in contract pricing incurred by the contractor will be for the contractor’s responsibility. The contractor is to verify the correctness of in-built formula.</p>
70.	<p><b>4.27 Sub-Clause 14.2 Advance Payment</b></p> <p>Add the following after the last line in the 1<sup>st</sup> paragraph:</p> <p>“Advance Payment shall only be applicable as per the terms stated in the Specification.”</p>
72.	<p><b>4.28 Sub-Clause 14.3 (iii) Retention</b></p> <p>The percentage retention shall be 10%.</p> <p>The Limit of Retention shall be 10%.</p>

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72.	<p><b>4.29 Sub-Clause 14.4      Schedule of Payments</b></p> <p>Delete this clause.</p>
75/80.	<p><b>4.30 Sub-Clause 14.6      Issue of IPC</b></p> <p>Add the following sub-paragraph (c) at after sub-paragraph (b) in the first paragraph:</p> <p>“The progress reports and all supporting documentation for the period which the IPC is applicable, is received by the Engineer.”</p> <p>In the 1<sup>st</sup> line of sub-paragraph 14.6.1 replace “28” with “14”</p> <p>Delete the last paragraph.</p>
76.	<p><b>4.31 Sub-Clause 14.9      Release of Retention Money</b></p> <p>Add the following in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph, after the word “certificate”:</p> <p>“, and all outstanding work and defects as stated in the Taking-Over Certificate have been completed,”</p>

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**ANNEXURE 1: DAAB AGREEMENT (TEMPLATE)**

**DAAB AGREEMENT**

*[ All italicised text and any text within square brackets (except sub-clause headings) in this form of agreement is for use in preparing the form and should be deleted from the final product].*

Name and details of the Contract \_\_\_\_\_

\_\_\_\_\_

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between

Name and contact details of the Employer: \_\_\_\_\_

*(address)*

*(telephone)*

*(email/other contact details).*

Name and contact details of the Contractor: \_\_\_\_\_

*(address)*

*(telephone)*

*(email/other contact details).*

and


Name and contact details of the DAAB Member: \_\_\_\_\_

*(address)*

*(telephone)*

*(email/other contact details);*

("DAAB Agreement")

<p><b>PARTICULAR CONDITIONS</b></p> <p><b>REQUEST FOR TENDER:</b> Request For Tender for The Appointment of Contractor for The Construction of Durban Yard Lifting Shed and Associated Buildings Project</p>	
<p>BID NUMBER: HO/PGC/DMP/516/06/2026</p>	

Whereas:

- A. the Employer and the Contractor have entered (or intend to enter) into the Contract.
- B. under the Contract, the “DAAB” or “Dispute Avoidance/Adjudication Board” means the sole member so named in the Contract, or appointed under Sub-Clause 21.1 [ Constitution of the DAAB] or Sub-Clause

21.2 [ Failure to Appoint DAAB Members] of the Conditions of Contract;

- C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:

- (a) the sole member of the DAAB.
- D. the DAAB Member accepts this appointment.

The Employer, Contractor and DAAB Member jointly agree as follows:

- 1. The conditions of this DAAB Agreement comprise:
  - (a) Clause 21 [ Disputes and Arbitration] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB’s Activities; and
  - (b) the “General Conditions of DAAB Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 reprinted in 2022 with amendments, published by FIDIC (“GCs”), as amended and/or added to by the following provisions.

*[ Details of amendments to the GCs, if any. For example:*

*In the procedural rules annexed to the GCs, Rule \_ is deleted and replaced by: “ ... ”]*

- 3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be


In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member’s monthly fee and daily fee shall be:

monthly fee \_\_\_\_\_ per month, and daily fee of \_\_\_\_\_ per day

(or as otherwise set under Sub-Clause 9.3 of the GCs).

- 4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.

- 5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member’s fees and other payments to be made to the DAAB Member in accordance with the GCs.

<b>PARTICULAR CONDITIONS</b> <b>REQUEST FOR TENDER:</b> Request For Tender for The Appointment of Contractor for The Construction of Durban Yard Lifting Shed and Associated Buildings Project	
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6. This DAAB Agreement shall be governed by the law of (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).

SIGNED by: \_\_\_\_\_

for and on behalf of the Employer in the presence of

Witness: \_\_\_\_\_

Name: \_ Address: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNED by: \_\_\_\_\_

for and on behalf of the Contractor in the presence of

Witness: \_\_\_\_\_

Name: \_ Address: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNED by: \_\_\_\_\_

for and on behalf of the DAAB Member in the presence of

Witness: \_\_\_\_\_

Name: \_ Address: \_\_\_\_\_ Date: \_\_\_\_\_