



The South African Institution of Civil Engineering

**GENERAL CONDITIONS OF CONTRACT FOR
CONSTRUCTION WORKS, Third Edition, 2015
(GCC 2015)**

**CORRECTIONS TO THE 1st PRINT
Version 5.0 – April 2020**

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ABOUT THIS DOCUMENT

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**CORRECTIONS TO THE GENERAL CONDITIONS OF CONTRACT THIRD EDITION 2015 (GCC 2015),
1st PRINT**

DISCLAIMER

The South African Institution of Civil Engineering provides the information published here and that may relate to any of its publications, including any information related to the General Conditions of Contract for Construction Works, Third Edition, 2015, 1st print, in good faith and without prejudice. Anyone using the information provided here does so at own risk and the South African Institution of Civil Engineering, or its Divisions, Committees, Subcommittees, Branches, Employees, Volunteers, Trainers, Contractors and the authors of this document do not accept any responsibility whatsoever for the interpretation and use of the information provided here.

ABOUT THIS DOCUMENT

This document version replaces all preceding versions of corrections to the 1st print, namely “CORRECTIONS 2017-06-09” (which may also be taken as “Version 1.0 – June 2017”), “Version 2.0 – March 2018”, “Version 3.0 – May 2018”, and “Version 4.0 – April 2019”.

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CORRECTIONS TO THE *GENERAL CONDITIONS OF CONTRACT, THIRD EDITION 2015 (GCC 2015), 1st PRINT*

Cover page

ADD "ISBN 978-0-6399234-0-6" AFTER "THIRD EDITION (2015)" IN THE LAST LINE

Frontispiece

ON THE FIRST PAGE OF THE FRONTISPIECE (THE FIRST PRINTED PAGE AFTER THE COVER PAGE, AND WHICH PAGE NUMBER IS IMPLIED TO BE "1"), ADD THE FOLLOWING AT THE BOTTOM OF THE PAGE AFTER "All rights reserved":

*"ISBN 978-0-6399234-0-6
3rd Print"*

*ON PAGE iii OF THE FRONTISPIECE,
REPLACE*

"General Conditions of Contract for Construction Works, Third Edition (2015)

For ease of reference the title of this document should be abbreviated to "GCC 2015"."

WITH:

"

EDITOR'S NOTES FOR 2nd PRINT

Corrections to the 1st Print

One formatting correction, and other minor corrections to text of the 1st Print, already published on 2017-06-09 on the SAICE website at www.saice.org.za, have been incorporated into this 2nd Print. Further corrections to this document may be published on the SAICE website: www.saice.org.za.

EDITOR'S NOTES FOR 3rd PRINT

Corrections to the 2nd Print

Two corrections to text of the 2nd Print, already published on the SAICE website at www.saice.org.za, have been incorporated into this 3rd Print. These are corrections to clauses 6.10.1.6 and 10.1.3, and to the Adjudication Rules. Further corrections to this document may be published on the SAICE website: www.saice.org.za."

Clause 5.1 Time Calculations

ON PAGE 21, IN SUB-CLAUSE 5.1.1.2,

SEPARATE THE PHRASE

"shall be excluded from the calculation of the time-span concerned."

BY MOVING IT ONTO A NEW LINE AS A NEW PARAGRAPH, AND DEMOTE THAT PARAGRAPH BY ONE PARAGRAPH LEVEL TO A POSITION WHERE IT FORMS THE LAST PART OF SUB-CLAUSE 5.1.1, SO THAT THE ENTIRE SUB-CLAUSE 5.1.1 READS AS FOLLOWS:

- “5.1.1 Except where otherwise provided in the Contract, where a specific time-span is stipulated in the Contract for carrying out any task, or for the termination of any right, or the duration of any event or circumstance,
- 5.1.1.1 The special non-working days set out in the Contract Data that fall within the said time-span, as well as
- 5.1.1.2 The day on which the time-span commences
- shall be excluded from the calculation of the time-span concerned.”

Clause 5.7.1 Rate of progress

ON PAGE 25, IN THE TOP PARAGRAPH, FOR THE SENTENCE COMMENCING WITH

“Such steps shall...”

REPLACE THE SENTENCE

“Such steps shall be approved by the Employer's Agent, which approval shall not be unreasonably withheld.”

WITH

“Such steps shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld.”

Clause 6.5.1.3 Basis of payment for dayworks

ON PAGE 40, IN THE LAST LINE OF THE CLAUSE, REPLACE THE PHRASE

“ruling plant hire rates”

WITH

“ruling construction equipment hire rates”

Clause 6.10.1.6 Interim Payments

ON PAGE 47, REPLACE THE WORDING OF CLAUSE 6.10.1.6

“A deduction of the amount of all previous payments;”

WITH

“A deduction of the amount of all previous payment certificates;”

Clause 7.4.3

ON PAGE 53, IN THE LAST LINE OF THE FIRST PARAGRAPH OF THE CLAUSE, REPLACE THE PHRASE

“Scope of Works”

WITH

“Scope of Work”

Clause 8.3.1.4

ON PAGE 62, IN THE LAST LINE OF THE CLAUSE,

DE-CAPITALIZE THE WORD

“Subcontractors”

TO

“subcontractors”

Clause 8.3.1.7

ON PAGE 62, IN THE TEXT OF THE CLAUSE,

REPLACE

“Epidemic famine or plague,”

WITH

“Epidemic, pandemic, famine or plague,”

Clause 10.1.3 Records of facts and circumstances for claim

ON PAGE 77, ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH OF CLAUSE 10.1.3 AFTER THE WORD “apply”:

“, and where a claim or notice to claim from a subcontractor forms in whole or in part the claim or notice to claim submitted by the Contractor to the Employer’s Agent, the subcontractor shall be joined with the Contractor in the claim procedures, and if necessary, in the dispute procedures:”

Contract Price Adjustment Schedule

ON PAGE 86, IN THE THIRD LINE OF THE PARAGRAPH COMMENCING WITH “a”, “b”, “c” and “d” are the coefficients contained in...”

REPLACE

“Contractor’s Equipment”

WITH

“contractor’s equipment”

Adjudication Board Rules

ON PAGE 91, ADD THE FOLLOWING AFTER CLAUSE 4.2.5:

“4.3 Remuneration of Ad-hoc Adjudication Board Members

- 4.3.1 The Parties shall pay the Ad-hoc Adjudication Board Members' fees and expenses, including those of any legal or technical advisors appointed under Rule 6.4.8, equally, unless the decision, stating the reasons, provides for a different apportionment."

ON PAGE 93, ADD THE FOLLOWING AFTER CLAUSE 5.4.3:

"5.5 Remuneration of Standing Adjudication Board Members

- 5.5.1 The Parties shall pay the Standing Adjudication Board Members' fees and expenses, including those of any legal or technical advisors appointed under Rule 6.4.8, equally."