



## PASSENGER RAIL AGENCY OF SOUTH AFRICA

**Appointment of a consortium of consultants (for the design and monitoring of construction) to conduct studies, prepare designs, construction monitoring and close-out of various station projects within the Western Cape Corridors - Sub-Corridor 1 Langa to Philippi in the Western Cape Region.**

### C.1.2 Contract Data

The Conditions of Contract are the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board (see [www.cidb.org.za](http://www.cidb.org.za)).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

#### Part 1: Data provided by the Employer

Clause	Data
	The Employer is <b>PASSENGER RAIL AGENCY OF SOUTH AFRICA</b>
3.4 and 4.3.2	<p>The authorised and designated representative of the Employer is:  Name: Moseli Ntsiki</p> <p>The address for receipt of communications is:  Telephone: 082 562 5650  Faxsimile: N/A  E-mail: <a href="mailto:moseli.ntsiki@prasa.com">moseli.ntsiki@prasa.com</a>  Address: 1<sup>st</sup> Floor Admin Wing, Cape Town Station, Adderley Street, 8000</p>

1	The Project is the design and monitoring of construction from inception to close-out of various station projects within the Western Cape Region Corridors.
1	The Period of Performance is 36 months or until final completion is reached
1	The Start Date is 14 days after commencement of contract
3.4.1	Communications by e-mail is the preferred method and not fax.
3.5	The location for the performance of the Project is in the Sub-Corridor 1 Langa to Philippi in the Western Cape Region
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing schedule data
3.12	The penalty payable is R... per Day subject to a maximum amount of 5% of the contract value
3.15	The programme shall be submitted within 10 Working Days of the award of the Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 1.5 weeks.
3.16	The time-based fees shall not be adjusted for inflation.
13.16.1	The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South
5.4.1	The Service Provider is required to provide professional indemnity cover in an amount to a maximum of twice the professional fees, or R..., in respect of a claim without limit to the number of claims.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1 Issuing an instruction that will result in a cost and time adjustment of the Contract.</li> <li>2 Issuing an instruction that will result in a time adjustment without cost of the Contract.</li> <li>3 Appointing sub-contractors for the performance of any part of the Service</li> <li>4 Appointment of key persons not listed by name in the Contract Data</li> </ol>

7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within 10 Working Days of date that the Contract becomes effective.
8.2.1	The Contract is concluded when Final Completion of the Project is reached and the project has been capitalised
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 8 weeks
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	A Service Provider may subcontract any work which he has the skill and competency to perform.
12.1	Interim settlement of disputes is to be by Adjudication
12.2	Final settlement is by Arbitration
12.3.3	The adjudicator is the person appointed by the Association of Arbitrators Tel (011) 884 9164
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Association of Arbitrators Tel (011) 884 9164

13.1.3	<p>All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of a maximum of twice the professional fees, or the amounts stipulated below.</p> <table><tr><th>Discipline</th><th>Registration with professional council</th><th>Minimum Professional Indemnity Cover</th></tr><tr><td>Project Management</td><td>SACPCMP</td><td>R</td></tr><tr><td>Professional Architect</td><td>SACAP</td><td>R</td></tr><tr><td>Professional Quantity Surveyor</td><td>SACQSP</td><td>R</td></tr><tr><td>Professional Civil Engineer</td><td>ECSA</td><td>R</td></tr><tr><td>Professional Town Planner</td><td>ECSA</td><td>R</td></tr><tr><td>Professional Electrical Engineer</td><td>ECSA</td><td>R</td></tr><tr><td>Professional Mechanical Engineer</td><td>ECSA</td><td>R</td></tr><tr><td>Professional Fire Consultant (Mechanical or Civil Engineer)</td><td>ECSA</td><td>R</td></tr><tr><td>Construction Health and Safety Agent</td><td>SACPCMP</td><td>R</td></tr><tr><td colspan="2">Total</td><td>R</td></tr></table>	Discipline	Registration with professional council	Minimum Professional Indemnity Cover	Project Management	SACPCMP	R	Professional Architect	SACAP	R	Professional Quantity Surveyor	SACQSP	R	Professional Civil Engineer	ECSA	R	Professional Town Planner	ECSA	R	Professional Electrical Engineer	ECSA	R	Professional Mechanical Engineer	ECSA	R	Professional Fire Consultant (Mechanical or Civil Engineer)	ECSA	R	Construction Health and Safety Agent	SACPCMP	R	Total		R
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13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 36 months from the date of termination or completion of the Contract.																																	
13.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to a maximum of twice the professional fees, or R....																																	
15	The interest rate will be the ruling prime rate at the time the amount is due																																	