C1.4.4 FORM OF AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014

This AGREEMENT made at……..……..……...……..

on this the……..……. day of……..……..in the year……..……between

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Employer") on the one part,

herein represented by ……

in his capacity as……..and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998 and

..... (hereinafter called "the Mandatory") on the other part,

herein represented by……

in his capacity as ……..……

Proforma

WHEREAS the Employer is desirous that certain Works be constructed, namely

CONTRACT SANRAL NO. NRA 2025/0341 (N.017-024-2019/1)

FOR THE OPERATIONS AND MAINTENANCE OF THE TOLL PLAZAS ON THE N17 TOLL ROAD (Retender) (Contractor)

and has accepted a tender by the Mandatary for the Toll Operations (Toll Collection, Back-Office Administration, Equipment & Facility maintenance) of such works and has appointed the Mandatary in terms of Regulation 5(1)(k) of the Construction Regulations 2014, and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2. This Agreement shall hold good from its Commencement Date, to either:

   (a) the date of the Contract of Completion Certificate issued in terms of sub-clause 8.6 of the FIDIC Conditions of Contract for Construction for Design, Build and Operate Projects (2008) published by Federation Internationale des Ingenieurs-Conseils (FIDIC) (hereinafter referred to as "the GCC"), as contained in Volume 1 Book 1 of the Contract Documents pertaining to this Contract, or

   (b) the date of termination of the Contract in terms of Clauses 15, 16 or 18 of the GCC.

3 The Mandatary declares himself to be conversant with the following:-

   (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
      (i) Section 8: General duties of employers to their employees.
      (ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
      (iii) Section 37: Acts or omissions by employees or mandataries and
      (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.

4 In addition to the requirements of sub-clauses 4.8, 6.7 and 17.9 of the GCC and all relevant requirements of Volume 3 of the Contract Documents pertaining to this Contract, the Mandatary agrees to execute all the works forming part of this Contract and to operate and utilize all equipment safely in accordance with The Act.

5. The Mandatary is responsible for the compliance with the Act by all his sub-contractors, whether or not nominated and/or approved by the Employer.

6. The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the Agreement.

7. The Mandatary undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:

(a) The Mandatary shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatary and/or his employees and/or its sub-contractors.

Proforma

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER: .....

AS WITNESSES:

1 ..... …….

SIGNATURE NAME (IN CAPITALS)

2 ..... …….

SIGNATURE NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY: .....