C1.4.9 APPOINTMENT OF PRINCIPAL CONTRACTOR IN TERMS OF SECTION 5.1(K) OF THE CONSTRUCTION REGULATIONS, 2014 INCORPORATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993

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)

APPOINTMENT OF PRINCIPAL CONTRACTOR BY CLIENT (EMPLOYER)

This AGREEMENT made at .....

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

between THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Client") on the one part, herein represented by ..... *compiler to insert*

in his/her capacity as ..... *compiler to insert*

and delegate of the Client in terms of the Client's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and .....

(hereinafter called "the Principal Contractor") on the other part, herein represented by .....

.....

in his capacity as .....

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WHEREAS the Client is desirous that certain works be constructed, viz.

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 Principal Contractor for the Toll Operations (Toll Collection, Back-Office Administration, Equipment & Facility maintenance).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor, as an Employer in their own right, shall provide and maintain, as far as reasonable practicable, a working environment that is safe and without risk to health of their employees, suppliers and visitors as defined in Section 8 of the OHS Act, 85 of 1993.

2. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.

3. This Agreement shall hold good from the Commencement Date, to either:
   (i) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or
   (ii) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.

4. The Principal Contractor declares himself to be conversant with all the requirements and standards of the Occupational Health and Safety Act (Act 85 of 1993) together with its amendments and incorporated Regulations, hereinafter referred to as "The Act".

5. The Principal Contractor is responsible for the compliance with the Act by all his subcontractors and suppliers when entering the toll operations area, whether or not nominated and/or approved by the Client.

6. The Principal Contractor warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 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 Principal Contractor warrant that adequate provision has been made for the cost of health and safety measures during the execution of the project, and that sufficient resources (including competent personnel) are available to carry out the construction work safely.

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

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

WITNESS 1:

NAME (IN CAPITALS) .....

WITNESS 2:

NAME (IN CAPITALS) .....

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR

WITNESS 1:

NAME (IN CAPITALS): .....

WITNESS 2:

NAME (IN CAPITALS) .....