C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The *Employer* is:	**Transnet SOC Ltd**
	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Tel No.	**(011) 583 0153**
10.1	The *Service Manager* is (name):	**Mr Nkanyiso Mhlongo**

	Address	**Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Tel	**(011) 583 0153**
	e-mail	**Nkanyiso.Mhlongo@transnet.net**
11.2(2)	The Affected Property is	**Traction (3 kV DC, 25 & 50kV AC) and Distribution (11 kV & 6,6 kV AC) Substations in the Central and Container Corridors.**
11.2(13)	The *service* is	**Design, Supply, Modify, Repair, Test and Commission Traction (3 kV DC, 25 & 50kV AC) and Distribution (11 kV & 6,6 kV AC) Substations, on an "As and When" required basis.**
11.2(14)	The following matters will be included in the Risk Register	• **Prolonged delivery time of long lead items** • **Electrocution** • **Road Accident (i.e. Exposure due to travelling** • **Covid-19 Risk** • **Community unrest** • **Weather conditions**
11.2(15)	The Service Information is in	**The Scope of Services**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 weeks**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**One week after contract date**
30.1	The *service period* is	**24 months**
4	**Testing and defects**	**No additional data is required for this section of the *conditions of contract*.**
5	**Payment**	

50.1	The *assessment interval* is	**25th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand.**
51.2	The period within which payments are made is	**Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**
51.4	The *interest rate* is	**The prime lending rate of the Standard Bank South Africa.**
6	**Compensation events**	**No additional data is required for this section of the *conditions of contract*.**
7	**Use of Equipment Plant and Materials**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employers* risks	**1. Electrocution** **2. Community unrest** **3. Weather conditions**
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the *Contractor)* caused by activity in connection with this contract for any one event is:	**Whatever *Contractor* deems necessary as the *Employer* is not carrying this indemnity.**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act.**
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000	
83.1	The *Contractor* liability to the *Employer* for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	**The Total of the Prices.**
83.1	For any one event, the *Contractor* liability to the *Employer* for loss of or damage to the *Employers* property is limited to:	**The Total of the Prices.**

83.1	The *Contractor* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	**The Total of the Prices.**
9	**Termination**	**There is no Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is (Name)	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is: If no *Adjudicator nominating body* is entered, it is	**The Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Johannesburg, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X1	**Price adjustment for inflation**	
X1.1	The *base date* for indices is	**One before closing date**
	The proportions used to calculate the Price Adjustment Factor are:	**proportion** / **linked to index for** / **Index prepared by**

	0.30	**Labour (People)**	**The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.**
	0.50	**Material (Electrical)**	**The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.**
	0.10	**Plant (Equipment)**	**The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.**

		0.10	**Fuel**	**The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.**
		1.00		
		0.10	**Non-adjustable**	
X2	**Changes in the law**	**No additional data is required for this Option**		
X13	**Performance bond**			
X13.1	The amount of the performance bond is	**10% of the total of the prices**		
X17	**Low service damages**			
X17.1	The *service level table* is in			

Performance level	**Quality of the works:** Inspections, Factory acceptance tests, Site Acceptance Tests and Final Testing and Commissioning shall be conducted to the satisfaction of Transnet before payments can be processed.	**Completeness of the scope execution:** Works completed shall be verified/inspected against the issued task order, this will further be verified against the invoice before payments are made to the service provider.

X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**Nil.**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**The deductible of the relevant insurance policy**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The cost of correcting the defect.**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Total of the Prices.**
X18.5	The *end of liability date* is	**3 years after the end of the *service period*.**

X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**3 days of receiving the Task Order**

Z	***Additional conditions of contract***	
Z1	**Obligations in respect of Termination**	
Z1.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z2	**Right Reserved by Transnet to Conduct Vetting through SSA**	

Z2.1		Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z3	**Additional clause relating to Collusion in the Construction Industry**	
Z3.1		The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z4	**Protection of Personal Information Act**	
Z4.1		The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
Z5	**Local Production and Content Obligations**	

Z5.1		In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-05 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1. Transformers, Shunt Reactors and Associated Equipment (Class 1) - 90% 2. Transformers, Shunt Reactors and Associated Equipment (Oil) -100% 3. Air Insulated Medium Voltage Switchgear -50% 4. Steel Products and Components for Construction – 100% 5. Steel Power Pylons – 100% 6. Electrical Cable Products – 90% 7. Residential Electricity Meters – 10% 8. Rail Signalling -50%
Z5.2		The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
Z5.3		The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract. The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
Z5.4		The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-05 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z5.5		Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.
Z6	Contract Skills Development Goal (CSDG (0.25% factor of the sub-total)	
		The contractor shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the Standard

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**.....%**
	The *subcontracted fee percentage* is	**.....%**
11.2(14)	The following matters will be included in the Risk Register	**.....**
11.2(15)	The Service Information for the *Contractor*'s plan is in:	**.....**
21.1	The plan identified in the Contract Data is contained in:	**.....**
24.1	The key persons are:	
	1 Name:	**.....**
	Job:	**.....**
	Responsibilities:	**.....**
	Qualifications:	**.....**
	Experience:	**.....**
	2 Name:	**.....**
	Job	**.....**
	Responsibilities:	**.....**
	Qualifications:	**.....**
	Experience:	**.....**
		.....
		CV's (and further key person's data including CVs) are in .....

A	**Priced contract with price list**	
11.2(12)	The *price list* is in	**.....**
11.2(19)	The tendered total of the Prices is	**R.....**