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	**B:** **Priced contract with Bill of Quantities**
	dispute resolution Option	**W1:** **Dispute resolution procedure**
	and secondary Options	**X2** **Changes in the law** **X7:** **Delay damages** **X13:** **Performance Bond** **X16:** **Retention** **X18:** **Limitation of liability** **Z:** ***Additional conditions of contract***
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The *Employer* is:	**Transnet SOC Ltd** **(Registration No. 1990/000900/30)**

	Address	Registered address: **Transnet SOC Ltd** **Transnet National Ports Authority** **N2 Neptune Road,** **Entrance Foyer, TNPA Admin Building (Emendi Building) Port Of Ngqura**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet SOC Ltd** **Transnet National Ports Authority** **Port of Port Elizabeth** **TNPA Admin Building** **Green Street** **Port Elizabet Harbour** **Gqeberha** **6200**
10.1	The *Project Manager* is: (Name)	**TBA**
	Address	**Transnet National Ports Authority** **Port of Port Elizabeth** **TNPA Admin Building** **Green Street** **Port Elizabet Harbour** **Gqeberha** **6200**
	e-mail	**TBA**
10.1	The *Supervisor* is: (Name)	**TBA**
	Address	**Transnet National Ports Authority** **Port of Port Elizabeth** **TNPA Admin Building** **Greene Street** **Port Elizabet Harbour** **Gqeberha** **6200**
	e-mail	**TBA**
11.2(13)	The *works* are	**REFURBISHMENT OF THE DOM PEDRO QUAY AT PORT OF PORT ELIZABETH**

11.2(14)	The following matters will be included in the Risk Register	**Working in an operational area** **Integration of existing and new systems**
11.2(15)	The *boundaries of the site* are	**As stated in Part 4**
11.2(16)	The Site Information is in	**Part C4**
11.2(19)	The Works Information is in	**Part C3**
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	**Two (2) weeks**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**07 calendar months from the kickoff meeting.**
11.2(9)	The *key date*s and the *condition*s to be met are:	***Condition* to be met** — ***key date*** **1 Section 1 Completion** — **15 Jun 2027.** **2 Section 2 Completion** — **17 May 2027** **3 Section 3 Completion** — **28 Sept 2027**
30.1	The *access dates* are	**Part of the Site** — **Date** **1 Site Access (All Sections)** — **Upon approval of pre-construction (Performance bond, Safety File, Site Establishment methodology and site office layout) documentation**

31.1	The *Contractor* is to submit a first programme for acceptance within	**Two (2) weeks of the Contract start Date.**
31.2	The *starting date* is	**Project Kickoff date**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**Two (2) weeks**
35.1	The *Employer* is not willing to take over the *works* before the Completion Date.	**Specified Sectional key dates are be met.**
4	**Testing and Defects**	
42.2	The *defects date* is	**Fifty-two (52) weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**Two (2) weeks**
5	**Payment**	
50.1	The *assessment interval* is monthly on the	**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 affected 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 Standard Bank of South Africa.**
6	**Compensation events**	
60.1(13)	The *weather measurements* to be recorded for each calendar month are,	**the cumulative rainfall (mm)** **the number of days with rainfall more than 10 mm**

		the number of days with minimum air temperature less than 0 degrees Celsius **the number of days with snow lying at 08:00 hours South African Time** **and these measurements: 10mm**
	The place where weather is to be recorded (on the Site) is:	**The *Contractor*'s Site establishment area**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Port Elizabeth**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**
7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**None**
84.1	The *Employer* provides these insurances from the Insurance Table	
	1 Insurance against:	**Loss of or damage to the *works*, Plant and Materials, is as stated in the Insurance policy for Contract Works/ Public Liability.**
	Cover / indemnity:	**to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**as stated in the insurance policy for Contract Works / Public Liability**

2	Insurance against:	**Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are	**as stated in the insurance policy for Contract Works / Public Liability**
3	Insurance against:	**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**As stated in the insurance policy for Contract Works / Public Liability**
4	Insurance against:	**Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**
	Cover / indemnity	**Cover / indemnity is to the extent provided by the SASRIA coupon**
	The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
Note:		**The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**

84.1	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	**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
	The *Contractor* provides these additional Insurances	**1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected** **2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.** **3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor** **4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorized Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

		5 Marine Craft Hull insurance in respect of all marine craft or vessels utilized in performance of the Works for a sum sufficient to provide for their replacement **6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000** **7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor.***
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to 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 the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**

84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	**Principal Controlled Insurance policy for Contract. See Annexure A**
9	**Termination**	**There is no additional Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
A	**Priced contract with Bill of Quantities**	**No additional data is required for this Option.**
60.6	The *method of measurement* is	**The Bill of Quantities has been measured in accordance with SANS 1200 unless indicated otherwise.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**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:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	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	**Port Elizabeth, Gqeberha, 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**	
X2	**Changes in the law**	**No additional data is required for this Option**
X4	**Pro forma Parent Company Guarantee**	**The subsidiary company must submit the parent company guarantee**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**R2,500.00 per day**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**5% of the total of the Prices**
X16	**Retention**	
X16.1	The retention fee is	**Nil**
	The retention percentage is	**10% on all payments certified.**
X18	**Limitation of liability**	

X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**Nil (this is the default position depending on a risk assessment; therefore, this can go up to Total of the Prices)**
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 which are not listed on the Defects Certificate 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 excluded matters, is limited to:	**The Total of the Prices**
X18.5	The *end of liability date* is	**5 years after Completion of the whole of the *works***

Z	***Additional conditions of contract* are*:***	
Z3	**Obligations in respect of Job Creation**	
Z3.1		**It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-20.**

Z3.2		**The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-20 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.**
Z3.3		**The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer*'s opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-20 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.**
Z4	**Additional clause relating to Performance Bonds and/or Guarantees**	
Z4.1		**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer.***

Z4.2		**The *Contractor* shall include in his pricing, the Cost of sourcing the Performance Bonds and/ or Guarantees and Submit these documents as stated by this Contract.**
Z4.3		**The Employer has provided forms/templates on Part C1.3. On submission the *Contractor* must not omit any condition stated in the template.**
Z5	**Additional clauses relating to Joint Venture**	

Z5.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.
The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
  - **i. of their joint and several liabilities to the *Employer* to Provide the Works;**
  - **ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
  - **iii. Identification of the roles and responsibilities of the constituents to provide the Works.**

- **Financial requirements for the Joint Venture:**
  - **i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
  - **ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z5.2 **Insert additional core clause 27.6**

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer.*

Z6 Additional obligations in respect of Termination

Z6.1 **The following will be included under core clause 91.1:**
In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate 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)**

Z6.2	**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"**
Z6.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z7	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	
Z7.1		**The *Employer* 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.**

Z8	**Additional Clause Relating to Collusion in the Construction Industry**	
Z8.1		**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.**
Z9	**Protection of Personal Information Act**	
Z9.1		**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.**
Z10	**Assessment of extension of time with cost**	**Contractor will use time related item under Preliminary and General (P&G'S) for the assessment of extension of time with cost.**

C1.2 Contract Data

PART TWO - DATA PROVIDED BY THE *CONTRACTOR*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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(18)	The *working areas* are the Site and	**Port of Port Elizabeth**
24.1	The *Contractor's* key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	**Priced contract with Bill of Quantities**			
11.2(20)	The *Bill of Quantities* is in	Rands		
11.2(30)	The tendered total of the Prices is	**(in figures)** **(in words), excluding VAT**		
	Data for Schedules of Cost Components	*Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.*		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	

62 in SSCC	The percentage for design overheads is	**%**	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

Annexure A

Principal Controlled Insurance policy for Contract

Maksure Place, Waterfall Point
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Tel +27 11 805 0086
Fax 086 762 7356
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1April 2026

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED–PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED:	Transnet (SOC) Limited
PERIOD:	1 April 2026 to 31 March 2027 (Both days inclusive) DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority, Transnet Port Terminals and Transnet Rail Infrastructure Manager
THE INSURED'S VAT NO:	4720103177 THE INSURED'S
COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office):	96 Rissik Street, Braamfontein, Johannesburg, PO Box 72501, Parkview 2122

CONTRACT WORKS INSURANCE

Cover Provided	Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
Insurer(s)	Santam, Consort and Hollard Insurance
Lead Insurer's Policy Number	MZAR35023-CAR
The Contract Site	Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
Territorial Limits	The Republic of South Africa.
The Contractor	All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors	All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project

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	managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;
Provincial & Government:	any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.
Insured Contracts	All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but excluding;

a) contracts which at award stage have a value in excess of R 1,000,000,000;
b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
d) contracts in or on any aircraft;
e) Off-shore contracts;
f) Wet Risk Contracts which at award exceeds R500,000,000;
g) Dam Contracts
h) Tunnel contracts which at award exceeds R50,000,000;
i) Tunnel contracts using tunnel boring machines;
j) Underground Mining Contracts;
k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76cm.

Definitions

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1) "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.
2) *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
3) "Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;
4) *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
5) *Tunnels" means Tunnels (Including declines) involving all of the following;*
    a) *Works below ground level; and*
    b) *Tunnelling machinery below ground level; and*
    c) *A tunnelling crew operating the machinery below ground level;*
    d) *But shall not include Horizontal Directional Drilling Contracts*
6) *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
7) *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period	120 Days not consecutive.
Maintenance Period	24 Months
Main Policy Extensions	• Costs & Expenses - Limited to a maximum of R50,000,000. • Expediting Measures–Limited to a maximum of R50,000,000. • Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.

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- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor– Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000. Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction–30%
- Marine Contribution Clause
- Claim Preparation Costs–Limited to a maximum of R10,000,000

Main Policy Exclusions

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

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- Beneficial Occupation–12 months
- Risk Mitigation–Safety Measures with Respect to Precipitation, Flood and Inundation–10 years return period

Deductibles

In respect of loss or damage:
Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).
Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value	**Major perils**	**Minor perils**
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000
Minimum wet risk deductible	R100,000 per occurrence to apply	
Electrical Cables, Wiring and Accessories	10% of claim minimum R100,000	

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	**Deductible**
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided

Contract Works Public Liability–cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer: Santam
Policy Number: 6000/132335
Territorial Limits: The Republic of South Africa.
Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:

a) Contracts which at award stage have a value in excess of R 1,000,000,000.
b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For

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Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
e) Contracts in or on any aircraft.
f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits	Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
	Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
	Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
	Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
	Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
	Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
	Claims Preparation Costs	R5 000 000 any one occurrence
	*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.	
Deductible(s)	R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and	

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	Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.
General Policy Exclusions	**The policy does not cover:-** • deliberate, conscious and intentional disregard to take reasonable precautions. fines, penalties, punitive and exemplary damages. • Pollution unless caused by a sudden, unintended and unexpected occurrence. • cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence. • the hazardous nature of asbestos. • War And Terrorism Risks. • Nuclear Risks. • Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities • Compulsory Insurance • Loss or damage and any consequence therefrom to any Data • Sanctions Exclusion Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided	**Professional Indemnity** a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined. b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.
Insurer	Santam
Policy Number	6000/132337
Jurisdiction	Worldwide excluding North America
Insured Contracts	All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:** a) Contracts which at award stage have a value in excess of R 1,000,000,000. b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period). c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.

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e) Contracts in or on any aircraft.
f) Off-shore contracts - “Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity	Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance. *Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension Limits Of Indemnity

Claims Preparation Costs	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright	*R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles	R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.
Policy Special Conditions	Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable. Prior to hand over/rectification–the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers’ written agreement to such action being taken and the costs and expenses expected to be expended.
Policy Main Exclusions	• Excludes all consequential loss other than cost of re-design, rectification and replacement because of the defect. • Excludes Supervision. • Excludes liability arising out of environmental impairment / pollution Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.

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- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other non-compensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meetcontractual requirements relating to efficiency,
- output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor.
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Langa Sigodi



Account Executive: Corporate and Global Markets