

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

| Clause   | Statement                                                                               | Data                                                                                                                                                                                                                                                     |
|----------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | <b>General</b>                                                                          |                                                                                                                                                                                                                                                          |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: |                                                                                                                                                                                                                                                          |
|          | dispute resolution Option                                                               | <b>A: Priced contract with price list</b>                                                                                                                                                                                                                |
|          | and secondary Options                                                                   | <b>W1: Dispute resolution procedure</b>                                                                                                                                                                                                                  |
|          |                                                                                         | <b>X1: Price adjustment for inflation</b>                                                                                                                                                                                                                |
|          |                                                                                         | <b>X2: Changes in the law</b>                                                                                                                                                                                                                            |
|          |                                                                                         | <b>X18: Limitation of liability</b>                                                                                                                                                                                                                      |
|          |                                                                                         | <b>X19: Task Order</b>                                                                                                                                                                                                                                   |
|          |                                                                                         | <b>Z: Additional conditions of contract</b>                                                                                                                                                                                                              |
|          | of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)    |                                                                                                                                                                                                                                                          |
| 10.1     | The <i>Employer</i> is:                                                                 | <b>Transnet SOC Ltd</b>                                                                                                                                                                                                                                  |
|          | Address                                                                                 | Registered address:<br><b>Transnet Corporate Centre</b><br><b>138 Eloff Street</b><br><b>Braamfontein</b><br><b>Johannesburg</b><br><b>2000</b>                                                                                                          |
|          | Having elected its Contractual Address for the purposes of this contract as:            | <b>Transnet SOC Ltd</b><br><b>(Registration No. 1990/000900/30) trading through its operating division Transnet National Port Authority</b><br><b>Ocean Terminal Building</b><br><b>3 Quayside Road, Durban 4000</b><br><b>PO Box 1027, Durban, 4001</b> |
|          | Tel No.                                                                                 | <b>031 361 8589</b>                                                                                                                                                                                                                                      |
| 10.1     | The <i>Service Manager</i> is (name):                                                   | <b>Themba Mabaso</b>                                                                                                                                                                                                                                     |



|          |                                                                                                                                                                                                       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Address  | <b>3 Quayside Road,<br/>Ocean Terminal Building<br/>Durban<br/>4001</b>                                                                                                                               |
| Tel      | <b>031 361 8712</b>                                                                                                                                                                                   |
| e-mail   | <b><a href="mailto:Themba.Mabaso@transnet.net">Themba.Mabaso@transnet.net</a></b>                                                                                                                     |
| 11.2(2)  | The Affected Property is <b>Port of Durban</b>                                                                                                                                                        |
| 11.2(13) | The <i>service</i> is <b>MONITORING AND MAINTENANCE OF POWER SMART WEB FOR ELECTRICITY/WATER BILLING SYSTEM IN THE PORT OF DURBAN</b>                                                                 |
| 11.2(14) | The following matters will be included in the Risk Register <b>All risks identified as per the Part C3:Service Information</b>                                                                        |
| 11.2(15) | The Service Information is in <b>Part C3: Service Information</b>                                                                                                                                     |
| 12.2     | The <i>law of the contract</i> is the law of <b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                                                           |
| 13.1     | The <i>language of this contract</i> is <b>English</b>                                                                                                                                                |
| 13.3     | The <i>period for reply</i> is <b>2 weeks</b>                                                                                                                                                         |
| <b>2</b> | <b>The Contractor's main responsibilities</b><br>(If the optional statement for this section is not used, no data will be required for this section)                                                  |
| 21.1     | The <i>Contractor</i> submits a first plan for acceptance within <b>2 weeks of the Contract Date</b>                                                                                                  |
| <b>3</b> | <b>Time</b>                                                                                                                                                                                           |
| 30.1     | The <i>starting date</i> is. <b>01 June 2022</b>                                                                                                                                                      |
| 30.1     | The <i>service period</i> is <b>36 Months</b>                                                                                                                                                         |
| <b>4</b> | <b>Testing and defects</b><br><b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                            |
| <b>5</b> | <b>Payment</b>                                                                                                                                                                                        |
| 50.1     | The <i>assessment interval</i> is <b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>                                                                                                 |
| 51.1     | The <i>currency of this contract</i> is the <b>South African Rand.</b>                                                                                                                                |
| 51.2     | The period within which payments are made is <b>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.</b> |
| 51.4     | The <i>interest rate</i> is <b>The prime lending rate of the Standard Bank South Africa.</b>                                                                                                          |
| <b>6</b> | <b>Compensation events</b><br><b>No additional data required for this section of the <i>conditions of contract</i>.</b>                                                                               |



|           |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                     |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7</b>  | <b>Use of Equipment Plant and Materials</b>                                                                                                                                                                                                                                                                              | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                                        |
| <b>8</b>  | <b>Risks and insurance</b>                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                     |
| 80.1      | These are additional <i>Employers</i> risks                                                                                                                                                                                                                                                                              | <b>None</b>                                                                                                                                                                                                         |
| 84.1      | 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 <i>Service Provide</i> ) caused by activity in connection with this contract for any one event is: | <b>Whatever the <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>                                                                                                        |
| 84.1      | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:                                                                                   | <b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>               |
| 84.1      | The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:                                                                                                                                                                 | <b>The total of the prices.</b>                                                                                                                                                                                     |
| 84.1      | For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:                                                                                                                                                                          | <b>The total of the prices.</b>                                                                                                                                                                                     |
| 84.1      | The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:                                                                                                                                          | <b>The total of the prices.</b>                                                                                                                                                                                     |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                                                                                                                                                                       | <b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                    |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                     |
| <b>A</b>  | <b>Priced contract with price list</b>                                                                                                                                                                                                                                                                                   | <b>Refer to Part C2: Pricing Data</b>                                                                                                                                                                               |
| 20.5      | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than                                                                                                                                                                                | <b>4 weeks.</b>                                                                                                                                                                                                     |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                     |
| W1.1      | The <i>Adjudicator</i> is (Name)                                                                                                                                                                                                                                                                                         | <b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b> |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                     |



|            |                                                                                                           |                                                                                                      |                            |                                                                                                                                                                                                                                   |
|------------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | If no <i>Adjudicator nominating body</i> is entered, it is                                                | <b>The Association of Arbitrators (Southern Africa)</b>                                              |                            |                                                                                                                                                                                                                                   |
| W1.4(2)    | The <i>tribunal</i> is:                                                                                   | <b>Arbitration</b>                                                                                   |                            |                                                                                                                                                                                                                                   |
| W1.4(5)    | The <i>arbitration procedure</i> is                                                                       | <b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b> |                            |                                                                                                                                                                                                                                   |
|            | The place where arbitration is to be held is                                                              | <b>Durban, KwaZulu Natal, South Africa</b>                                                           |                            |                                                                                                                                                                                                                                   |
|            | The person or organisation who will choose an arbitrator                                                  | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>                              |                            |                                                                                                                                                                                                                                   |
|            | - if the Parties cannot agree a choice or                                                                 |                                                                                                      |                            |                                                                                                                                                                                                                                   |
|            | - if the arbitration procedure does not state who selects an arbitrator, is                               |                                                                                                      |                            |                                                                                                                                                                                                                                   |
| <b>12</b>  | <b>Data for secondary Option clauses</b>                                                                  |                                                                                                      |                            |                                                                                                                                                                                                                                   |
| <b>X1</b>  | <b>Price adjustment for inflation</b>                                                                     | <b>Price adjustment for inflation shall only take place on Contract anniversary.</b>                 |                            |                                                                                                                                                                                                                                   |
| X1.1       | The <i>base date</i> for indices is                                                                       | Always One Month before Tender Closing Date.                                                         |                            |                                                                                                                                                                                                                                   |
|            | The proportions used to calculate the Price Adjustment Factor are:                                        | <b>proportion</b>                                                                                    | <b>linked to index for</b> | <b>Index prepared by</b>                                                                                                                                                                                                          |
|            |                                                                                                           | <b>0.85</b>                                                                                          | <b>Labour (People)</b>     | <b>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.</b> |
|            |                                                                                                           | <b>0.15</b>                                                                                          | <b>Non-adjustable</b>      |                                                                                                                                                                                                                                   |
|            |                                                                                                           | <b>1.00</b>                                                                                          |                            |                                                                                                                                                                                                                                   |
| <b>X2</b>  | <b>Changes in the law</b>                                                                                 | <b>No additional data is required for this Option</b>                                                |                            |                                                                                                                                                                                                                                   |
| <b>X18</b> | <b>Limitation of liability</b>                                                                            |                                                                                                      |                            |                                                                                                                                                                                                                                   |
| X18.1      | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to | <b>Nil.</b>                                                                                          |                            |                                                                                                                                                                                                                                   |



|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                          |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X18.2      | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to                                                                                                                                                                                                                                                                                                                                          | <b>The deductible of the relevant insurance policy</b>                                                                                                                   |
| X18.3      | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to                                                                                                                                                                                                                                                                                                                                                                                      | <b>The cost of correcting the defect.</b>                                                                                                                                |
| X18.4      | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to                                                                                                                                                                                                                                                                                                         | <b>Total of the Prices.</b>                                                                                                                                              |
| X18.5      | The <i>end of liability date</i> is                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>1 year after the end of the <i>service period</i>.</b>                                                                                                                |
| <b>X19</b> | <b>Task Order</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                          |
| X19.5      | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within                                                                                                                                                                                                                                                                                                                                                                                                  | <b>3 days of receiving the Task Order</b>                                                                                                                                |
| <b>Z</b>   | <b><i>Additional conditions of contract</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                          |
| <b>Z1</b>  | <b>Obligations in respect of Termination</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                          |
| Z1.1       | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul> |                                                                                                                                                                          |
| Z1.2       | Termination Table                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p> |
| Z1.3       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."                                                                                                                  |
| <b>Z2</b>  | <b>Right Reserved by Transnet to Conduct Vetting through SSA</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                          |



|                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z2.1                                                                           | <p>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:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol> |
| <b>Z3 Additional clause relating to Collusion in the Construction Industry</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Z3.1                                                                           | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Z4 Protection of Personal Information Act</b>                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Z4.1                                                                           | <p>The <i>Employer</i> and the <i>Contractor</i> 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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## 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 <i>Contractor</i> is (Name):<br>Address<br>Tel No.<br>Fax No.                 |                  |
| 11.2(8)  | The <i>direct fee percentage</i> is<br>The <i>subcontracted fee percentage</i> is | .....%<br>.....% |
| 11.2(14) | The following matters will be included in the Risk Register                       | .....            |
| 11.2(15) | The Service Information for the <i>Contractor's</i> 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:                                                                       | .....            |
|          |                                                                                   | .....            |



TRANSNET NATIONAL PORT AUTHORITY  
CONTRACT NUMBER: TNPA/2021/12/0027/RFQ  
DESCRIPTION OF SERVICES: FOR THE MONITORING AND MAINTENANCE OF POWER SMART WEB FOR  
ELECTRICITY/WATER BILLING SYSTEM IN THE PORT OF DURBAN FOR A PERIOD OF THIRTY SIX (36) MONTHS

**CV's (and further key person's data including  
CVs) are in .....**

| <b>A</b> | <b>Priced contract with price list</b> |               |
|----------|----------------------------------------|---------------|
| 11.2(12) | The <i>price list</i> is in            | .....         |
| 11.2(19) | The tendered total of the Prices is    | <b>R.....</b> |