

C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X2: Changes in the law X7: Delay damages X13: Performance bond Z: Additional conditions of contract Z1: Additional clause relating to Performance Bonds and/or Guarantees Z2: Additional obligations in respect of Termination
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name): Address	Transnet SOC Ltd (Reg no. 1990/000900/30) Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
10.1	The <i>Supply Manager</i> is (name): Address Tel	Siphokazi Mpetshwa Port of Richards Bay Pioneer Centre, Infrastructure Department San Thom Road 035 905 4650
11.2(13)	The <i>goods</i> and <i>services</i> are	Supply, Delivery, Testing and Commissioning of Portable and Emergency Firefighting Rescue Equipment at The Port of Richards Bay
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Goods Information is in	Part 3: Scope of Supply and all documents

		and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	[2 weeks] Two weeks	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time	20 September 2022	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1	20 January 2023
		All goods	
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	N/A	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Two (2) weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	Fifty-two (52) weeks after Delivery.	
43.2	The <i>defect correction period</i> is	Two (2) weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly	25th Day of each successive month	
51.1	The <i>currency of this contract</i> 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 <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.	
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.	
8	Risks, liabilities, indemnities and insurance		

80.1	These are additional <i>Purchaser's</i> risks	None
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>goods</i>, 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 <i>goods</i>, plant and materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) 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.
84.1	The <i>Supplier</i> provides these additional insurances	1. Where the contract involves manufacture, and/or fabrication of plant & materials, components or other <i>goods</i> to be incorporated into the works at premises other than the site, the <i>Supplier</i> shall satisfy the

		<p>Purchaser 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.</p> <p>2. Should the Purchaser have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Supplier's policies of insurance as well as those of any Supplier</p> <p>3. 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 R 5 000 000.</p>
84.2	The insurance against loss of or damage to the <i>goods</i> , plant and materials as stated in the insurance policy for Contract Works and Public Liability selected from is:	Principal Controlled Insurance (PCI) portfolio. The PCI manual is attached to this document and will be annually reviewed and updated.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	Whatever the Supplier deems necessary in addition to that provided by the Purchaser.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	The Supplier must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Nil
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	The deductible of the relevant insurance policy
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the Prices

88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices	
88.5	The <i>end of liability date</i> is	1 (one) year after Delivery of the whole of the goods and services.	
9	Termination and dispute resolution		
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa)	
94.4(2)	The <i>tribunal</i> is:	Arbitration	
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).	
94.4(5)	The place where arbitration is to be held is	Richards bay, South Africa	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or	The Chairman for the Association of Arbitrators (Southern Africa).	
	- if the arbitration procedure does not state who selects an arbitrator, is		
10	Data for Option clauses		
X2	Changes in the law		
X2.1	The law of the contract is	The Republic of South Africa subject to the jurisdiction of the courts of South Africa	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		All Goods and Services	R2 500.00
X13	Performance bond		
X13.1	The amount of the performance bond is	5% of the total of the Prices at the Contract Date.	
Z	The <i>additional conditions of contract</i> are		
Z1	Additional clause relating to Performance Bonds and/or Guarantees		

Z1.1		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 <i>Purchaser</i> by a financial institution reasonably acceptable to the <i>Purchaser</i> .
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Z2 Additional obligations in respect of Termination

Z2.1		<p>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</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
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Z2.2	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>
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Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
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Z3 Additional clauses relating to Joint Venture

Z4.1

Insert the additional core clause 27.5

27.5. In the instance that the *Supplier* is a joint venture, the *Supplier* shall provide the *Purchaser* 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:

of their joint and several liabilities to the *Purchaser* to Provide the *Goods*;

identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Supplier's* representative;

Identification of the roles and responsibilities of the constituents to provide the *Goods*.

Financial requirements for the Joint Venture:

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;

the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z6 **Right Reserved by the *Purchaser*
to Conduct Vetting through SSA**

Z6.1 The *Purchaser* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Supplier* who has access to National Key Points for the following without limitations:

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.

Secret – this 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.

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.

Z7 Additional Clause Relating to Collusion and/or Tender Rigging

Z7.1 The contract award is made without prejudice to any rights the *Purchaser* may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.

Z8 Protection of Personal Information Act

Z8.1 The *Purchaser* and the *Supplier* 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.

Z9 The first assessment interval

Z9.1 In the event the Contractor is not loaded on the Employers data base, the Project Manager’s first assessment of the amount due will be done once the Contractor has been successfully loaded as a vendor on the Employers data base following submitting all valid updated documents. Therefore on NEC ECC Clause 50.1 the following text is removed in its entirety “and is no later than the assessment interval after the starting date”.
