



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	<p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X7: Delay damages</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
10.1	The <i>Supply Manager</i> is (name):	Malekoa Moseri
	Address	202 Anton Lembede Durban 4001
	Tel	(031) 361 2060
11.2(13)	The <i>goods</i> are	Supply and delivery of laptops and desktops throughout all TPL sites in different regions and provinces for the period of 3 years
11.2(14)	The following matters will be included in the Risk Register	All matters notified in accordance with Clause 16
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



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		
30.1	The <i>starting date</i> is.	To be confirmed	
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	TBA
		Supply and Delivery of Laptops and Desktops	
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.	[no data required]	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	52 weeks after Delivery.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly	On the 25th 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 effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.	
51.4	The <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	No additional risks are accepted by the <i>Purchaser</i> other than those which are provided in the Contract
84.1	The <i>Supplier</i> provides these additional insurances	
	1. Insurance against	Supply manufacture involving pre-payments. Insurable interest in terms of the pre payments made towards manufacturing of an item.
	Cover / indemnity is	PI exposure
	The deductibles are	Manufacturing 2 – 3 per raw material and/or volume of completed prior to delivery to TPL including transportation to TPL site until off loaded.
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 <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.
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	R0.0 (zero Rand)
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	Total of the Prices
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 cost of correcting the defect (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	Total of the Prices
88.5	The <i>end of liability date</i> is	3 years after Delivery of the whole of the <i>goods and services</i>.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is (Name)	Either, state the name of the person selected & complete the contact details below Or, state the person selected from the Panel of
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DESCRIPTION OF SUPPLY: Supply and Delivery of laptops and desktops for the period of 2 years

		Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
Address		Durban
Tel No.		TBA
Fax No.		TBA
e-mail		TBA
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	Durban, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his
	- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators (Southern Africa).

10 Data for Option clauses

X1 Price adjustment for inflation

X1.1	The <i>base date</i> for indices is	November 2022																								
	The proportions used to calculate the Price Adjustment Factor are:																									
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X2 Changes in the law

X2.1	A change in the law of	[●] is a compensation event if it occurs after the Contract Date
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X7 Delay damages

X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Supply and Delivery of	0.1% per calendar day



DESCRIPTION OF SUPPLY: Supply and Delivery of laptops and desktops for the period of 2 years

Laptops and Desktops of the total value of the task order.

Z **The *additional conditions of contract* are**

Z4 **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.



DESCRIPTION OF SUPPLY: Supply and Delivery of laptops and desktops for the period of 2 years

Z4.2 Insert additional core clause 27.6

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

Z5 Additional obligations in respect of Termination

Z5.1 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)

Z5.2 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"

Z5.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

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.



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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 <i>Purchaser</i> 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 <i>Purchaser</i> and the <i>Supplier</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.
Z9	Intellectual property
Z9.1	Intellectual property Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them and the <i>Purchaser</i> indemnifies the <i>Supplier</i> from any liability arising from infringement of such intellectual property rights. [See Clauses 80.1, 83.1 and 83.2]
