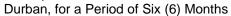


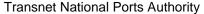
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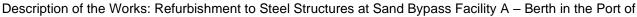


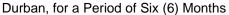
C1.2 Contract Data

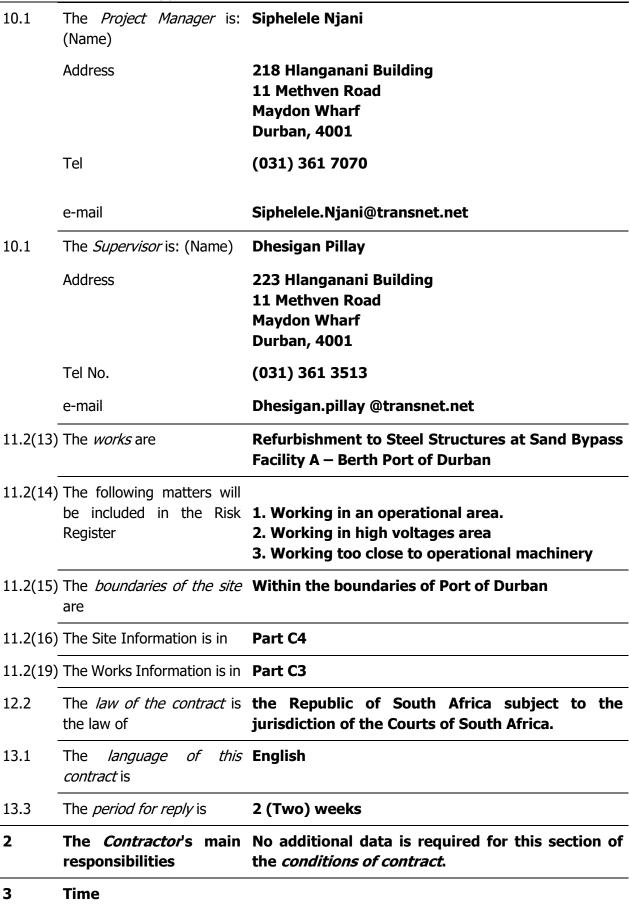
Part one - Data provided by the *Employer*

Clause	Statement	Data	
1	General		
	The <i>conditions of contract</i> 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
		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 <i>Employer</i> is:		net SOC Ltd stration No. 1990/000900/30)
		Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000	









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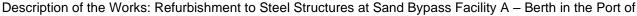


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Durban, for a Period of Six (6) Months

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Six (6) months from the starting date.	
11.2(9)	The <i>key date</i> s and the <i>condition</i> s to be met are:	Condition to be met key date	
		1 Refurbishment to 31 March 2023 steel structures at Sand bypass facility A- berth Port of Durban	
30.1	The <i>access dates</i> are	Part of the Site Date	
		1 Once all SHEQ Variable requirement are approved	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The starting date is	01 November 2022	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 (Two) weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction</i> period is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25 th (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	

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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 Rand Merchant Bank (RMB).

6 **Compensation events**

60.1(13) The weather measurements to recorded for each calendar month are,

be the cumulative rainfall (mm)

the number of days with rainfall more than 10 mm

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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: mm

The place where weather is t

be recorded (on the Site) is: Port of Durban

The weather data are the records of past weather measurements for each **Durban Weather Station** calendar month which were

and which are available South African Weather Service 012 367 6023 or

from:

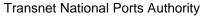
info3@weathersa.co.za.

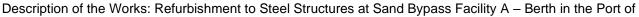
7	Title	No additional data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	

recorded at:

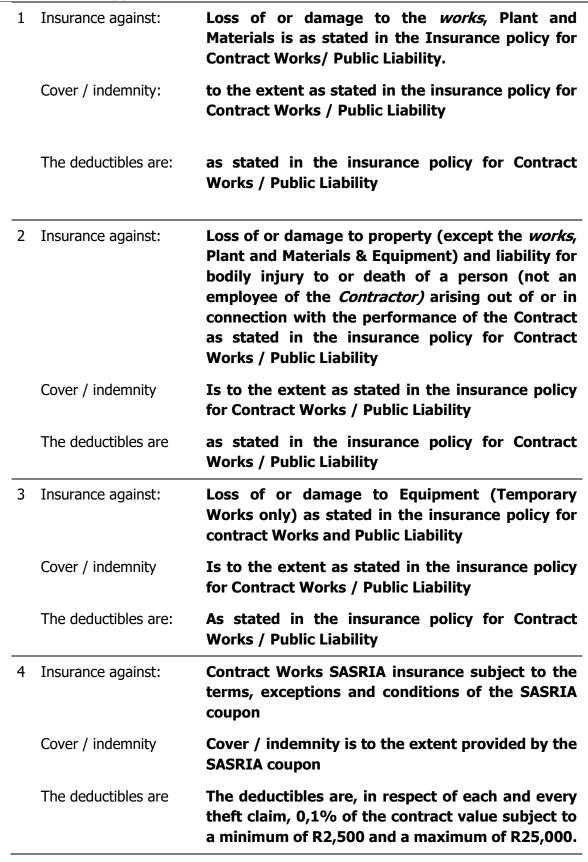
80.1 additional None These are *Employer*'s risks

84.1 Employer provides these insurances from the Insurance Table

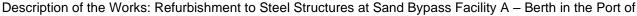




Durban, for a Period of Six (6) Months



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Durban, for a Period of Six (6) Months

Note:

The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

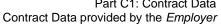
TRANSNET

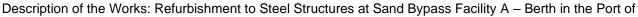
84.1 The minimum limit of indemnity for insurance in bodily injury to employees **the** out of and in the course of 1993 as amended. employment their in connection with this contract for any one event

respect of death of or The Contractor must comply at a minimum with provisions of the Compensation of the Contractor arising Occupational Injuries and Diseases Act No. 130 of

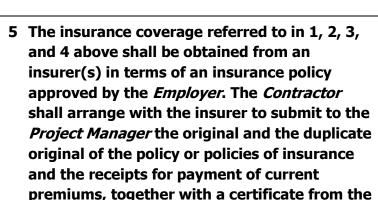
these additional Insurances

- The Contractor provides 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 **Passenger Unauthorised** including and Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.





Durban, for a Period of Six (6) Months



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*. TRANSNET

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 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

event is

Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract

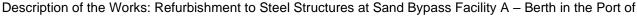
9 Termination

from:

There is no additional Contract Data required for this section of the *conditions of contract*.

- 10 Data for main Option clause
- B Priced contract with Bill No additional data is required for this Option. of Quantities

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Durban, for a Period of Six (6) Months

60.6	The	method	of 1	he	Bill	of	Quan	tities	have b	een me	asured in
	measurer	<i>nent</i> is	a	CCO	rdar	ice	with	SANS	1200	unless	indicated
			C	the	erwis	e.					

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 Association of Arbitrators will appoint Adjudicator.

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body is:

W1.2(3) The Adjudicator nominating The Chairman of the Association of Arbitrators (Southern Africa)

If Adjudicator no

nominating body entered, it is:

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)

is to be held is

The place where arbitration **Durban, KwaZulu Natal, South Africa**

The person or organisation will choose who arbitrator

agree a choice or

if the Parties cannot The Chairman of the Association of Arbitrators (Southern Africa)

if the arbitration procedure does not state who selects an arbitrator, is

12 **Data** for secondary **Option clauses**

X2 Changes in the law

No additional data is required for this Option

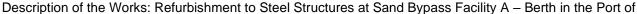
X7 Delay damages

X7.1 for Delay damages

Completion of the whole of R2000.00 per day

the works are

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Durban, for a Period of Six (6) Months

X18 Limitation of liability

X18.1 The Contractor's liability to Nil

the *Employer* for indirect or

consequential loss is limited The deductible of the relevant insurance policy

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to:

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 cost of correcting the Defect

X18.3

The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate

The Total of the Prices

is limited to: X18.4

> The Contractor's total all matters arising under or in connection with this

liability to the *Employer* for **1 year after Completion of the whole of the** *works*

X18.5 contract, other than excluded matters, is limited to:

The end of liability date is

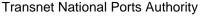
1 year after completion

Ζ Additional conditions of contract are:

Z2 Local **Production** and **Content Obligations**

Z2.1

In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the **Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local** Production and Content, the Contractor has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1. Steel/Aluminium Local **Production Content and Components**

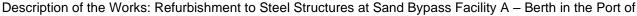




Durban, for a Period of Six (6) Months

Z2.2	The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy
Z2.3	The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.
	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
Z2.4	The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning noncompliance penalties applicable to Local Production and Content.
Z2.5	Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.





Durban, for a Period of Six (6) Months

Z5 Additional clauses relating to Joint Venture

Z5.1

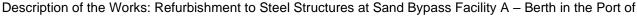
Insert the additional core clause 27.5

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.

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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:



Durban, for a Period of Six (6) Months



- iv. 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 v. others, if any, who will provide auditing and accounting services to the Joint Venture.

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

Z5.2

Z6.3

Z6.1 The following will be included under core clause

In the second main bullet, after the word 'partnership' add `ioint venture incorporate or otherwise (including constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last subbullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

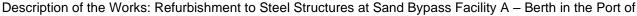
Z6.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 - R21" to "A reason other than R1 - R23"

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

Z7 Right Reserved by the **Conduct** Employer to **Vetting through SSA**

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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:

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- 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 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 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.

Protection of Personal Z9 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.**

Description of the Works: Refurbishment to Steel Structures at Sand Bypass Facility A - Berth in the Port of

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Durban, for a Period of Six (6) Months

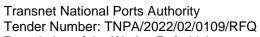
C1.2 Contract Data

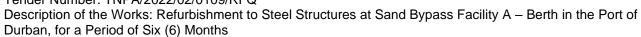
Part two - Data provided by the Contractor

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 <i>Contractor</i> is (Name):			
	Address			
	Tel No.			
	Fax No.			
11.2(8)	The <i>direct fee percentage</i> is	%		
	The <i>subcontracted fee percentage</i> is	%		
11.2(18)	The working areas are the Site and			
24.1	The <i>Contractor's</i> key persons are:			
	1 Name:			
	Job:			
	Responsibilities:			
	Qualifications:			
	Experience:			
	2 Name:			
	Job			
	Responsibilities:			
	Qualifications:			
	Experience:			





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		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	
В	Priced contract with bill of quantities	
11.2(21)	The bill of quantities is in	
11.2(31)	The tendered total of the Prices is	(in figures)
		(in words), excluding VAT