

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

Address	3 Quayside Road, Ocean Terminal Building Durban 4001
Tel	031 361 3707
e-mail	Riaan.Benade@transnet.net
11.2(2)	The Affected Property is Port of Durban
11.2(13)	The <i>service</i> is Leak detection and data logging for the water reticulation in the Port of Durban.
11.2(14)	The following matters will be included in the Risk Register All risks identified as per the Part C3:Service Information Main risk – Working in operational and restricted areas
11.2(15)	The Service Information is in Part C3: Service Information
12.2	The <i>law of the contract</i> is the law of The Republic of South Africa subject to the jurisdiction of the Courts 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 Contractor's main responsibilities (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 2 weeks of the Contract Date
3	Time
30.1	The <i>starting date</i> is. 01 May 2022
30.1	The <i>service period</i> is 36 Months
4	Testing and defects No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment
50.1	The <i>assessment interval</i> is 25th (twenty fifth) 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 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 South Africa.



6	Compensation events	No additional data required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	None
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:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
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:	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.
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:	The total of the prices.
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:	The total of the prices.
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:	The total of the prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2: Pricing Data
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	weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	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>.

W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1	The <i>base date</i> for indices is	Price adjustment for inflation shall only take place on Contract anniversary.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.79	Labour (People)	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.

		0.05	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		0.01	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.
		0.15	Non-adjustable	
		1.00		
X2	Changes in the law	No additional data is required for this Option		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.		
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	The deductible of the relevant insurance policy		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.		

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	Total of the Prices.
X18.5	The <i>end of liability date</i> is	1 years after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	1 day of receiving the Task Order
Z	<i>Additional conditions of contract</i>	
Z1	Obligations in respect of Termination	
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"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23) 	
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."

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1

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:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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Z3 Additional clause relating to Collusion in the Construction Industry

Z3.1

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.

Z4 Protection of Personal Information Act

Z4.1

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

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): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is%%
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:	.....
	

