

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	<b>G: Term contract</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>X7: Delay damages</b>
		<b>X9: Transfer of rights</b>
		<b>X10 <i>Employer's Agent</i></b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
		<b>Z1: <i>Obligations in respect of Joint Venture Agreements</i></b>
		<b>Z2: <i>Additional Obligations in respect of Termination</i></b>
		<b>Z3: <i>Right Reserved by the Employer to Conduct Vetting through SSA</i></b>
		<b>Z4: <i>Additional Clause relating to Employer's rights to take appropriate action</i></b>
		<b>Z5: <i>Protection of Personal Information Act</i></b>
		<b>Z6: <i>Time</i></b>
		<b>Z7: <i>Compensation Events</i></b>
		<b>Z8: <i>Limitation of Liability</i></b>
		<b>Z9: <i>Additional Clauses related to cession of rights</i></b>
		<b>Z10: <i>Additional Clauses related to interpretation of the law</i></b>

- Z11: Employer's Step-in rights**
- Z12: Intellectual Property**
- Z13: Assignment and Waiver**
- Z14: Obligations in respect of Delay Damages**
- Z15: Implementation of the Standard for Developing Skills through Infrastructure Contracts**

of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)

10.1	The <i>Employer</i> is (Name):  Address	<b>Transnet SOC Ltd</b>  Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Pipelines</b> <b>202 Anton Lembede Street</b> <b>Durban</b> <b>4001</b>
11.2(9)	The <i>services</i> are	<b>PROFESSIONAL SERVICES CONTRACT FOR THE INLAND NETWORK AUTOMATION PROJECT</b>
11.2(10)	The following matters will be included in the Risk Register	<b>All matters notified in accordance with Clause 15.1.</b>
11.2(11)	The Scope is in	<b>Part C3.1: The Scope of the Contract Document</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 (two) weeks</b>
13.6	The <i>period for retention</i> is	<b>5 (five) years following Completion or earlier termination.</b>
<b>2</b>	<b>The Parties' main responsibilities</b>	
25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b> <span style="float: right;"><b>access date</b></span>
		<b>1   TBA</b> <span style="float: right;"><b>  TBA</b></span>

<b>3 Time</b>			
31.2	The <i>starting date</i> is	<b>29 September 2023</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	<b>06 September 2029 (Anticipated)</b>	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		1 Completion of Bankable Feasibility Phase <i>Works</i>	26 January 2024
		2 Completion of Execution Phase 1 – Development <i>Works</i>	30 December 2024
		3 Completion of Execution Phase 2A Handover	28 April 2025
		4 Completion of Execution Phase 2B Handover	26 May 2026
		5 Completion of Execution Phase 2C Handover	22 June 2027
		6 Completion of Execution Phase 2D Handover	15 February 2028
		7 Completion of Execution Phase 2E Handover	08 March 2029
		8 Completion of Execution Phase 2F Handover	16 August 2029
		9 Completion of Project Closeout Activities	06 September 2029
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>2 (two) weeks of the Contract Date.</b>	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>4 (four) weeks.</b>	
<b>4 Quality</b>			
40.2	The quality policy statement and quality plan are provided within	<b>2 (two) weeks of the Contract Date.</b>	
41.1	The <i>defects date</i> is	<b>52 weeks after Completion of the whole of the services.</b>	
<b>5 Payment</b>			
50.1	The <i>assessment interval</i> is on the	<b>18<sup>th</sup> day of each successive month.</b>	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<b>Item</b>	<b>Amount</b>



		<b>Economy air fares</b>	<b>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</b>
		<b>Car hire not exceeding group B</b>	<b>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</b>
		<b>Accommodation</b>	<b>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</b>
51.1	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>	
51.2	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR).</b>	
51.5	The <i>interest rate</i> is	<b>The prime lending rate of Rand Merchant Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>	
<b>7</b>	<b>Rights to material</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>	
<b>8</b>	<b>Indemnity, insurance and liability</b>		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the <i>services</i> or earlier termination</b>
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	<b>Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims</b>	<b>52 Weeks</b>



<p>death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>	<p><b>General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims</b></p>	<p><b>52 Weeks</b></p>
<p>death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</p>	<p><b>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.</b></p>	<p><b>52 Weeks</b></p>
<p>Motor Vehicle Liability Insurance</p>	<p><b>Comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00</b></p>	
<p>81.1</p>	<p>The <i>Employer</i> provides the following insurances</p>	<p><b>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the <i>services</i></b></p> <p><b>General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></b></p>



82.1	The <i>Consultant'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><i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i></b>
<b>9</b>	<b>Termination</b>	Refer to Z Clause Z2: Additional Obligations in respect of Termination.
<b>10</b>	<b>Data for main Option clause</b>	
<b>G</b>	<b>Term contract</b>	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</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	<b>Both parties will agree to an <i>Adjudicator</i> 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 (Southern Africa) will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> 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 latest addition of the South African 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</b>
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	

<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>index</i> is	The index published in the Table 1 for all expenditure groups (historical metropolitan areas) in the Consumer Price Index (CPI) published by Statistics South Africa.
	The <i>staff rates</i> are	Defined in Part C2: Pricing Data
<b>X2</b>	<b>Changes in the law</b>	
X2.1	The <i>law of the project</i> is	The law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	Refer to Z Clause Z14: Obligations in respect of Delay Damages.
<b>X9</b>	<b>Transfer of rights</b>	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i> . The <i>Consultant</i> provides on request by the <i>Employer's Agent</i> , all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i> .
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Neresh Thoolsiram
	Address	Transnet Pipelines 202 Anton Lembede Street Durban 4001
	The authority of the <i>Employer's Agent</i> is	<b>Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	<b>The cost of correcting the defect (The Total of the Prices)</b>
X18.3	The <i>end of liability date</i> is	<b>1 (One) year after Completion of the whole of the <i>services</i>.</b>

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**Z**      **Additional conditions of contract**

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The *additional conditions of contract* are

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**Z1**      **Obligations in respect of Joint Venture Agreements**

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Z1.1

Insert the additional core clause 21.5

21.5.1 In the instance that the *Consultant* is a joint venture, the *Consultant* 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 *starting 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 constituents' 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 liability to the *Employer* to Provide the *services*;
  - ii. proof of separate bank account/s in the name of the joint venture;
  - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
  - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.
  
- Financial requirements for the Joint Venture:
  - i. 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;
  - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

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Z1.2	Insert additional core clause 21.6  21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i> .
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**Z2 Additional obligations in respect of Termination**

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Z2.1	The following will be included under core clause 90.1: 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: <ul style="list-style-type: none"> <li>• commenced business rescue proceedings</li> <li>• repudiated this Contract</li> </ul>
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Z2.2	<i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.
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**Z3 Right Reserved by the *Employer* to Conduct Vetting through SSA**

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Z3.1 The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Consultant* 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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**Z4 Additional Clause Relating to the *Employer's* rights to take appropriate action**

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Z4.1 **The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:**

Any declared, exposed or confirmed tender rigging.

Z4.1.1 The *Consultant* further undertakes:  
not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.

Z 4.1.2 To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z4.1.3 The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including

		civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	<b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</b>	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	<b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</b>	Blacklisting by any State Entity on the National Treasury database.
<b>Z5</b>	<b>Protection of Personal Information Act</b>	
Z5.1		The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
<b>Z6</b>	<b>Time</b>	
Z6.1		<i>Clause 33.2. is added as an additional clause.</i>  The <i>Employer</i> may at any time suspend part or all of the <i>services</i> . As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.
<b>Z7</b>	<b>Compensation Events</b>	
Z7.1		Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .

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**Z8**      **Limitation of liability**

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Z8.1      Add to core clause 82.1 and X18

For the avoidance of doubt the parties expressly agree that the total liability of the *Consultant* to the *Employer* applies jointly and severally across all organisations comprising of the *Consultant*.

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**Z9**      **Additional clauses relating to cession of rights**

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Z9.1      The *Consultant* shall not cede any rights under this contract without the approval of the *Employer*.

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Z9.2      The *Employer* may on written notice to the *Consultant* cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the *Employer*.

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**Z10**      **Additional clauses relating to interpretation of the law**

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Z10.1      Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the *Employers' Agent* or *Adjudicator* does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.

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**Z11**      ***Employer's Step in rights***

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Z11.1      If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Employer's Agent*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any *sub-consultant* or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

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Z11.2 The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers' Agent* to achieve this end.

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**Z12 Intellectual Property**

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Z12.1 All project deliverables including but not limited to; reports, tender documents, contract documents, electronic documents and data, and other project and all technical related documents, including copy rights, prepared and furnished by the *Consultant* shall become the property of Transnet Pipelines upon completion of the various Phases of the project, completion and acceptance of the *Consultant's* work or upon termination of the contract. The *Consultant* shall have no claim for further employment or additional compensation as a result of this contract requirement.

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Z12.2 The *Consultant* hereby grants to Transnet Pipelines a non-exclusive licence in accordance with the provisions of section 22 of the Copyright Act 1978:

- To copy any plan, diagram, drawing, document, specification, bill of quantities, design, calculation, or any other similar document made by the *Consultant* in connection with the works;
- To make free and unrestricted use thereof for its own purposes, modify same or have it modified by a third party for any reasons, without obtaining permission from the *Consultant*; and;
- To provide copies thereof to others (third party contractors or consultants of *Transnet*) to be used by them for purposes of tendering, consultancy or service delivery.

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Z12.3 The *Consultant*, furthermore, shall cause any specialist and/or firm employed by him for investigation or for design in connection with the Project, to grant to Transnet Pipelines a similar non-exclusive licence for the purposes set out herein. No separate or extra payment shall be due by Transnet Pipelines in respect of any non-exclusive licence granted in terms of this clause.

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Z12.4 The source codes of computer programmes designed and developed for Transnet Pipelines by the *Consultant* shall be the sole property of Transnet Pipelines, and Transnet Pipelines has the right to copy and alter code without obtaining permission of the *Consultant*. No portion of the completed system shall be available as commercial value for any party besides Transnet Pipelines. After completion of such software, and prior to final payment the *Consultant* will forward a copy of the data code with all documentation.

**Z13 Assignment and Waiver**

Z13.1 No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (*Employer* or *Consultant*) without the prior written consent of the other Party (*Employer* or *Consultant*), which consent shall not be unreasonably withheld.

Z13.2 No grant by the *Consultant* or the *Employer* to the other of any concession, waiver, condonation, or allowance is, in respect of any specific event or circumstance other than of which the grant was made, to constitute a waiver of the rights of the grantor in terms of the Contract or an *estoppel* of the grantor's right to enforce the provisions of the Contract.

**Z14 Obligations in respect of Delay Damages**

Delay damages for late Completion will be levied on a sectional completion basis, based on the Key Dates listed in Section 11.2(6) of the Contract Data.

Delay damages for late Completion of the *services* are as follows:

1. Completion of Bankable Feasibility Phase Works R 5 000.00 per day
2. Completion of Execution Phase Works R 10 000.00 per day

The parties agree that this constitutes a genuine pre-estimate of the damages.

**Z15 Implementation of the Standard for Developing Skills through Infrastructure Contracts**

Z15.1 The *Consultant* shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in **Gazette Notice No.48491 of April 2023**.

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**Z15.2 Implementation of the Skills Standard**

Implementation of the Skills Standards is applicable to a contract, or an order issued in terms of a framework agreement that has a duration of 12 months or more, and:

- a) a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract; or
- b) a CIDB grading designation of grade 7 or higher, in case of an engineering and construction works, or design and build contract or an order issued in terms of such a contract.

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**Z15.3 Procurement**

Based on the agreed skills methods the consultant may employ part/full Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (**Form A1** - List of CIDB accredited SDAs). The consultant shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

The consultant may only place 33% employees employed by him or that of his subconsultants contributing to the CSDG

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**Z15.4 Management**

The consultant shall achieve the measurable CSDG by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as agreed: Part/Full Work Integrated Learners (Method 3) and/or Candidates (Method 4) as per the Standard in relation to work directly related to the contract or order as indicated under clause 4.2 and 4.3 in the Standard.

The consultant must ensure all beneficiaries of the Standard are registered with CIDB Skills Development Agency (SDA)

The consultant shall, within 30 days of award of the Order and in the specific format (**Form A2 Baseline Training Plan**), submit to the Employer's representative a baseline training plan.

The consultant shall submit to the Employers Representative:

- an interim contract compliance training report in the specific format (**Form A3 Project Interim Report**) at intervals which do not exceed 3 months; and
- a final contract compliance training report, in the specific format (**Form A5 Project Completion Report**). This report shall, respectively, be submitted within 15 days of; reaching completion, end of the service, the delivery date for all work required or practical completion (in the case of professional service), service, design and construct contracts, and engineering and construction works contracts.

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**Z15.5 Contract skills development goal**

For professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

- 150 hours allocated for placement per R1m contract value.
- E.g., R5 million contract value  
5 x 150 hours = 750 hours (Therefore the consultant must employ a person for a minimum period of 750hrs)

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**Z15.6 Compliance with requirements**

The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

It is the responsibility of the Consultant to ensure that all CSDG goals and compliance requirements are satisfied.

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**Z15.7 Records**

The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer and shall notify the contractor of this amount.

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**Z15.8 Sanctions**

In the event that the consultant fails to provide reasonable explanation to the employer for any failure to achieve the contract participation goal, the sanctions as agreed in the contract shall apply.

It is the responsibility of the Consultant to notify the Employer of any changes agreed upon on CSDG goals

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# C1.2 Contract Data

## Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-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 151 to 159 of the PSC3 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>Consultant</i> is (Name):  Address  Tel No.  Fax No.	
22.1	The <i>Consultant's</i> key persons are:  1 Name:  Job:  Responsibilities:  Qualifications:  Experience:  2 Name:  Job  Responsibilities:  Qualifications:  Experience:	
Info.		<b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....</b>
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	<b>name/designation                      rate</b>

Contained in Part C2: Pricing Data



25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		1	
		2	
		3	

31.1 The programme identified in the Contract Data is

50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	<b>item</b>	<b>amount</b>
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**G Term contract**

11.2(25) The *task schedule* is in