C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The *Employer* is:	**Transnet SOC Ltd**
	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Tel No.	**(011) 583 0153**
10.1	The *Service Manager* is (name):	**Mr Nkanyiso Mhlongo**

	Address	**Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Tel	**(011) 583 0153**
	e-mail	**Nkanyiso.Mhlongo@transnet.net**
11.2(2)	The Affected Property is	**Traction (3 kV DC, 25 & 50kV AC) and Distribution (11 kV & 6,6 kV AC) Substations in the Cape and Ore Corridors.**
11.2(13)	The *service* is	**Design, Supply, Modify, Repair, Test and Commission Traction (3 kV DC, 25 & 50kV AC) and Distribution (11 kV & 6,6 kV AC) Substations, on an "As and When" required basis.**
11.2(14)	The following matters will be included in the Risk Register	• **Prolonged delivery time of long lead items** • **Electrocution** • **Road Accident (i.e. Exposure due to travelling** • **Covid-19 Risk** • **Community unrest** • **Weather conditions**
11.2(15)	The Service Information is in	**The Scope of Services**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 weeks**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**One week after contract date**
30.1	The *service period* is	**24 months**
4	**Testing and defects**	**No additional data is required for this section of the *conditions of contract*.**
5	**Payment**	

50.1	The *assessment interval* is	**25th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* 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 *interest rate* is	**The prime lending rate of the Standard Bank South Africa.**
6	**Compensation events**	**No additional data is required for this section of the *conditions of contract*.**
7	**Use of Equipment Plant and Materials**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employers* risks	**1. Electrocution 2. Community unrest 3. Weather conditions**
83.1	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 *Contractor)* caused by activity in connection with this contract for any one event is:	**Whatever *Contractor* deems necessary as the *Employer* is not carrying this indemnity.**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* 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 *Contractor's* common law liability for people falling outside the scope of the Act.**
83.1	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 R10 000 000	
83.1	The *Contractor* liability to the *Employer* for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	**The Total of the Prices.**
83.1	For any one event, the *Contractor* liability to the *Employer* for loss of or damage to the *Employers* property is limited to:	**The Total of the Prices.**

83.1	The *Contractor* total liability to the *Employer* 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 *conditions of contract*.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is (Name)	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is: If no *Adjudicator nominating body* is entered, it 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)**
	The place where arbitration is to be held is	**Johannesburg, 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 *base date* for indices is	**One month before closing date**
	The proportions used to calculate the Price Adjustment Factor are:	**proportion** **linked to index for** **Index prepared by**

	0.30	**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.**
	0.50	**Material (Electrical)**	**The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.**
	0.10	**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.**

		0.10	**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.**
		1.00		
		0.10	**Non-adjustable**	
X2	**Changes in the law**	**No additional data is required for this Option**		
X13	**Performance bond**			
X13.1	The amount of the performance bond is	**10% of the total of the prices**		
X17	**Low service damages**			
X17.1	The *service level table* is in			

Performance level	**Quality of the works:** Inspections, Factory acceptance tests, Site Acceptance Tests and Final Testing and Commissioning shall be conducted to the satisfaction of Transnet before payments can be processed.	**Completeness of the scope execution:** Works completed shall be verified/inspected against the issued task order, this will further be verified against the invoice before payments are made to the service provider.

X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**Nil.**
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 deductible of the relevant insurance policy**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The cost of correcting the defect.**
X18.4	The *Contractor*'s total liability to the *Employer*, 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 *end of liability date* is	**3 years after the end of the *service period*.**

X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**3 days of receiving the Task Order**

Z	***Additional conditions of contract***	
Z1	**Obligations in respect of Termination**	
Z1.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated 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)
Z1.2	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"
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.
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
Z5 Local Production and Content Obligations	

		In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-05 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. Transformers, Shunt Reactors and Associated Equipment (Class 1) - 90% 2. Transformers, Shunt Reactors and Associated Equipment (Oil) -100% 3. Air Insulated Medium Voltage Switchgear -50% 4. Steel Products and Components for Construction – 100% 5. Steel Power Pylons – 100% 6. Electrical Cable Products – 90% 7. Residential Electricity Meters – 10% 8. Rail Signalling -50%
Z5.2		The *Contractor* is required to note that the *Employer*, 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 Framework Act no. 5 of 2000.
Z5.3		The *Contractor* 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 *Contractor* shall report to the *Employer* 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.
Z5.4		The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-05 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z5.5		Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.
Z6	Contract Skills Development Goal (CSDG (0.25% factor of the sub-total)	
		The contractor shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the Standard

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 *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**.....%**
	The *subcontracted fee percentage* is	**.....%**
11.2(14)	The following matters will be included in the Risk Register	**.....**
11.2(15)	The Service Information for the *Contractor*'s 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:	**.....**
		.....
		CV's (and further key person's data including CVs) are in .....
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	**.....**
11.2(19)	The tendered total of the Prices is	**R.....**