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	
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		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 Freight Rail, Transnet Diesel Depot, Germiston, Gauteng**
	Tel No.	**071 476 8523**
10.1	The *Service Manager* is (name):	**Tsholofelo Ndzeru**
	Address	**Transnet Freight Rail, Transnet Diesel Depot, Germiston, Gauteng**
	Tel	**071 476 8523**
	e-mail	**Tsholofelo.ndzeru@transnet.net**
11.2(2)	The Affected Property is	**Transnet Diesel Depot, Germiston**

11.2(13)	The *service* is	**FOR THE PROVISION OF THE ABOVE-GROUND VERTICAL TANK 1 REFURBISHMENT.**
11.2(14)	The following matters will be included in the Risk Register	**Working in a confined space** **Cutting and grinding using angle grinder** **Welding of material** **Manual handling of materials or equipment** **Crane operation** **Painting** **Housekeeping**
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**	(If the optional statement for this section is not used, no data will be required for this section)
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.	**02 December 2026**
30.1	The *service period* is	**12 (Twelve) Weeks**
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**	
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	**None**
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 R 5 000 000	
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	**2 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	**Durban, 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

X2	**Changes in the law**	**No additional data is required for this Option**
X17	**Low service damages**	
X17.1	The *service level table* is in	

Activity	**Low Service Damages**
Welding	R1 000.00 per day

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	**1 year after the end of the *service period*.**
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

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.....**