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	
		B: Priced contract with bill of quantities
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		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 *Employer* is:	**Transnet SOC Ltd (Registration No. 1990/000900/30)**

	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 National Ports Authority** **237 Mahatma Gandhi Road** **Queen Warehouse** **Durban** **4001**
10.1	The *Project Manager* is:	**Sphelele Ngcobo**
	Address	**Transnet National Ports Authority** **237 Mahatma Gandhi Road** **1st Floor Queen Warehouse** **Durban** **4001**
	Tel	**(031) 361 8828**
	e-mail	**Sphelele.Ngcobo@transnet.net**
10.1	The *Supervisor* is:	**To be Confirmed**
	Address	**Transnet National Port Authority** **XXXXXXXXXXX** **XXXXXXX** **XXXXX** **XXX**
	Tel No.	
	e-mail	
11.2(13)	The *works* are	**Supply and Installation of Smart Water and Electricity Meters with a Software Solution (Utilities Management) Across the Eight Ports**

11.2(14)	The following matters will be included in the Risk Register	**1. Working in an operational area.** **2. Dealing with asbestos contamination including working on old asbestos cement pipe.** **3. Working in substations housing "Live" electrical equipment.** **4. Traffic Congestion.** **5. Unforeseen damage to existing unknown underground services.** **6. Working in confined spaces including existing tunnelling, chambers, etc.** **7. Loss of data and disruption on existing billing systems while migrating to the new Utilities Management Software.** **8. Occupation constraints on various "Live" metering (water and electricity) points.** **9. Limited downtime for installation on various metering points due to disruption to operations.**
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1." Description of the Site and its surroundings".**
11.2(16)	The Site Information is in	**Part C4**
11.2(19)	The Works Information is in	**Part C3**
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	**Two (02) weeks.**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**29 May 2030**

11.2(9)	The *key dates* and the *conditions* to be met are:	***Condition* to be met**	***key date***
		1 Submission of all documents required for application of construction work permit & documents required to be accepted by the *Project Manager* in accordance with the Works Information to ensure site access certificate can be issued	**Within six (06) weeks of contract start date**
		2 Handover of all closeout documentation associated with the Completion of the *works* and acceptance of same by the *Project Manager*.	**Two 2 weeks after to completion date**
30.1	The *access dates* are	**Part of the Site**	**Date**
		1 Port of Richards	**25 February 2027**
		2 Port of Port Elizabeth	**25 February 2027**
		3 Port of Cape Town	**25 February 2027**
		4 Port of Durban	**7 January 2028**
		5 Port of East London	**7 January 2028**
		6 Port of Saldanha	**7 January 2028**
		7 Port of Port Ngqura	**30 November 2028**
		8 Port of Mossel Bay	**30 November 2028**
31.1	The *Contractor* is to submit a first programme for acceptance within	**Two (02) weeks of the Contract Date.**	
31.2	The *starting date* is	**11 November 2026**	

32.2	The *Contractor* submits revised programmes at intervals no longer than	**Two (02) weeks.**
35.1	The *Employer* is not willing to take over the *works* before the Completion Date.	
4	**Testing and Defects**	
42.2	The *defects date* is	**Fifty-two (52) weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**Two (02) weeks.**
5	**Payment**	
50.1	The *assessment interval* is monthly on the	**Twenty fifth (25th) 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 RMB**
6	**Compensation events**	
60.1(13)	The *weather measurements* to be recorded for each calendar month are,	**the cumulative rainfall (mm)**
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
	The place where weather is to be recorded (on the Site) is:	**The *Contractor*'s Site establishment area**

	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Durban, KwaZulu Natal** **Richards Bay, KwaZulu Natal** **East London, Eastern Cape** **Gqeberha, Eastern Cape** **Ngqura, Eastern Cape** **Mossel Bay, Western Cape** **Cape Town, Western Cape** **Saldanha Bay, Western Cape**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**
7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and Insurance**	
80.1	These are additional *Employer*'s risks	**None**
84.1	The *Employer* provides these insurances from the Insurance Table	
	1 Insurance against:	**Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**
	Cover / indemnity:	**to the extent as stated in the insurance policy for Contract Works / Public Liability.**
	The deductibles are:	**as stated in the insurance policy for Contract Works / Public Liability.**
	2 Insurance against:	**Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability.**

		Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability.**
		The deductibles are	**as stated in the insurance policy for Contract Works / Public Liability.**
	3	Insurance against:	**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability.**
		Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability.**
		The deductibles are:	**As stated in the insurance policy for Contract Works / Public Liability.**
	4	Insurance against:	**Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon.**
		Cover / indemnity	**Cover / indemnity is to the extent provided by the SASRIA coupon.**
		The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
		Note:	**The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**
84.1	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		**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
	The *Contractor* provides these additional Insurances		**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 including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000..

5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the 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.*

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 event is	**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 from:	**Transnet's' Principal Controlled Insurance policy for Contract .**
9	**Termination**	**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 of Quantities**	**No additional data is required for this Option.**
60.6	The *method of measurement* is	**The Bill of Quantities have been measured in accordance with the Standard System of Measuring Building Work & SANS 1200 unless indicated otherwise.**
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 the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	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, 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(a)	The *base date* for indices is	**17 August 2025**

X1.1(c) The proportions used to calculate the Price Adjustment Factor are:

Pro-portion	**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. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)**

	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. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1**
	0.20	**Material (Civil)**	**The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1); and**

		0.25	**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.**
		0.05	**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.** (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1
		0.15	**Non-adjustable**	
		1.00		
	***Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices**			

X2	**Changes in the law**	**No additional data is required for this Option**		
X5	**Sectional Completion**			
X5.1	The *completion date* for each *section* of the *works* is:	***Section***	**Description**	***Completion date***
		1	**Port of Richards**	**7 December 2027**

		2	**Port of Port Elizabeth**	**26 January 2028**
		3	**Port of Cape Town**	**7 December 2027**
		4	**Port of Durban**	**9 August 2028**
		5	**Port of East London**	**29 November 2028**
		6	**Port of Saldanha**	**20 September 2028**
		7	**Port of Ngqura**	**8 August 2029**
		8	**Port of Mossel Bay**	**25 July 2029**
		9	**HQ Central Viewing**	**01 May 2030**

X5 & X7	**Sectional Completion and delay damages used together**			
X7.1	Delay damages for late			
X5.1	Completion of the *sections* of the *works* are:	***Section***	**Description**	**Amount per day**
		1	**Port of Richards**	**R 8 000**
		2	**Port of Port Elizabeth**	**R 8 000**
		3	**Port of Cape Town**	**R 8 000**
		4	**Port of Durban**	**R 8 000**
		5	**Port of East London**	**R 8 000**
		6	**Port of Saldanha**	**R 8 000**
		7	**Port of Ngqura**	**R 8 000**
		8	**Port of Mossel Bay**	**R 8 000**
X7	**Delay damages**			
X7.1	Delay damages for Completion of the whole of the *works* are		**R 8 000.00 per day**	
X13	**Performance bond**			
X13.1	The amount of the performance bond is	**5% of the total of the Prices**		
X16	**Retention**			

X16.1	The retention free amount is	**Nil**
	The retention percentage is	**10% on all payments certified.**
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 which are not listed on the Defects Certificate 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 excluded matters, is limited to:	**The Total of the Prices**
X18.5	The *end of liability date* is	**3 years after Completion of the whole of the *works***

Z	***Additional conditions of contract* are*:***	
Z1	**Obligations in respect of Job Creation**	
Z1.1		**It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2 -17**
Z1.2		**The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2-17 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..**
Z1.3		**The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer*'s opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2-17 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.**

Z2	**Additional clause relating to Performance Bonds and/or Guarantees**	
Z2.1		**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer.***

Z3 Additional clauses relating to Joint Venture

Z3.1 **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. 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:**

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;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2		**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.***
Z4	**Additional obligations in respect of Termination**	
Z4.1		**The following will be included under core clause 91.1:** **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:** • **commenced business rescue proceedings (R22)** • **repudiated this Contract (R23)**

Z4.2	**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"**
Z4.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z5	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	
Z5.1		**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:** **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.**
Z6	**Additional Clause Relating to Collusion in the Construction Industry**	
Z6.1		**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.**

Z7	**Protection of Personal Information Act**	
Z7.1		**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.**
Z9	**The first *assessment* interval**	
Z9.1		**In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first *assessment* of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employer's* data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the *assessment* interval after the *starting date*.**
Z10	**Design Work**	**All design work must be certified by a professional registered with Engineering Council of South Africa (ECSA).**
Z11	**Key Persons**	**The Contractor ensures that all personnel as 'Key Persons' in Data Part Two holds and maintain valid professional registration with South African Council for the Project and Construction Management Professions (SACPCMP).**
Z12	**CIDB BUILD Standard Contract Skills Development Goal (CSDG) & Contract Participation Goals (CPG)**	

Z12.1	**The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020. The CSDG stipulated for this contract is 0.25%**
Z12.2	**The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts Gazette Notice No.36190 of 25 February 2013. The CPG stipulated for this contract is 30%.**

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 *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**%**
	The *subcontracted fee percentage* is	**%**
11.2(18)	The *working areas* are the Site and	
24.1	The *Contractor's* key persons are:	
	1 Name:	
	Job:	**Project Manager**
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	**Construction Manager (CM 1) - Eastern Region**
	Responsibilities:	
	Qualifications:	
	Experience:	

	3 Name:	
	Job	**Construction Manager (CM 2) - Central Region**
	Responsibilities:	
	Qualifications:	
	Experience:	
	4 Name:	
	Job	**Construction Manager (CM 3)) - Western Region**
	Responsibilities:	
	Qualifications:	
	Experience:	
	5 Name:	
	Job	**Health and Safety Officer (HSO 1) - Eastern Region**
	Responsibilities:	
	Qualifications:	
	Experience:	
	6 Name:	
	Job	**Health and Safety Officer (HSO 2) - Central Region**
	Responsibilities:	
	Qualifications:	
	Experience:	
	7 Name:	
	Job	**Health and Safety Officer (HSO 3) - Western Region**
	Responsibilities:	
	Qualifications:	

	Experience:	
		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	
B	**Priced contract with bill of quantities**	
11.2(21)	The *bill of quantities* is in	**Part C2: Pricing Schedule**
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	*Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.*

B	**Priced contract with bill of quantities**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**

61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	
62 in SSCC	The percentage for design overheads is	**%**		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			