



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	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law
		X7: Delay damages
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
		Z1: Obligations in respect of Joint Venture Agreements
		Z2: Additional Obligations in Respect of Termination
		Z3: Right Reserved by Transnet to Conduct State Security Agency (SSA) Vetting
		Z4: Additional Clause Relating to Collusion In the Construction Industry
		Z5: Protection of Personal Information Act
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	



	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
10.1	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 Pipelines 202 Anton Lembede Street Durban 4001
	The <i>Project Manager</i> is: (Name)	TBA
10.1	Address	TBA
	Tel	TBA
	e-mail	TBA
	The <i>Supervisor</i> is: (Name)	TBA
10.1	Address	TBA
	Tel No.	TBA
	e-mail	TBA
	The <i>works</i> are	Klerksdorp Sewer, Roof & Crack Repairs and Sealant Replacement.
11.2(13)	The following matters will be included in the Risk Register	No additional data is required for this section of the conditions of contract.
11.2(14)	The <i>boundaries of the site</i> are	As stated in Part C3." Description of the Site and its surroundings"
11.2(15)	The Site Information is in	Part C3
11.2(16)	The Works Information is in	Part C3
11.2(19)	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.
12.2	The <i>language of this contract</i> is	English
13.1	The <i>period for reply</i> is	2 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 <i>completion date</i> for the whole of the <i>works</i> is	TBA
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the contract date
31.2	The <i>starting date</i> is	TBA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	18th (eighteenth) 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 Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> 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 number of days with snow lying at 08:00 hours South African Time

and these measurements:

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

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 <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	No additional data is required for this section of the <i>conditions of contract</i>.
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, 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



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- 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."**
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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:

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 No additional data is required for this Option Quantities

11 Data for Option W1



W1.1	The <i>Adjudicator</i> is	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 Chairman of the Association of Arbitrators (Southern Africa) 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, 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
X7	Delay Damages	
X7.1	Delay damages for Completion of the whole works are	R500 per day
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:	Cost to be proven at the time



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 which are not listed on the Defects Certificate 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 excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	1 year after Completion of the whole of the works
Z	<i>Additional conditions of contract are:</i>	
Z1	Additional clauses relating to Joint Venture	
Z1.1	<p>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:</p> <ul style="list-style-type: none"> • 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.**
 - a. **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.**

Z1.2

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z2 Additional obligations in respect of Termination



Z2.1		<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 incorporate 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)
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Z2.2	Terminable 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>
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Z2.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
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Z3	Right Reserved by the Employer to Conduct Screening through SSA	
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Z3.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none">1. Company registration number.2. CIPC registration.3. Company TAX clearance TCS Pin.4. Copies of ID of directors.5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.6. Copies of ID of employees who will be working on site.



7. **Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.**
8. **The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying.**
Note: Please take note that SSA takes 2 weeks for screening to take place once all required documentation has been submitted

Z4 Additional Clause Relating to Collusion in the Construction Industry

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 tender rigging including blacklisting.

Z5 Protection of Personal Information Act

Z5.1 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 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:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	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 <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
	Data for Schedules of Cost Components	<i>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.</i>		

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	%		
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:		