C1.2 Contract Data

Part one - Data provided by the *Employer*

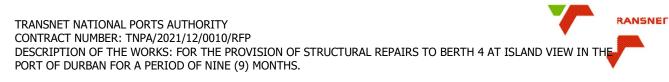
Clause	Statement	Data	
1	General		
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option		
		A:	Priced contract with activity schedule
	dispute resolution Option	W1:	Dispute resolution procedure
	and secondary Options		
		X2:	Changes in the law
		X5:	Sectional Completion
		X7:	Delay damages
		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 <i>Employer</i> is:	Autho	ting division Transnet National Ports

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	-	Transnet SOC Ltd trading through its operating division Transnet National Ports Authority Ocean Terminal Building Quayside Road Durban, South Africa 4001
10.1	The Project Manager is: (Name)	Phylicia Megan Maharaj
	Address	Room 106D - Ocean Terminal Building Quayside Road Durban, South Africa 4001
	Tel	031 361 8997
	e-mail	Phylicia.Maharaj@transnet.net
10.1	The Supervisor is: (Name)	Thandeka Gwala
	Address	Room 233 - Ocean Terminal Building Quayside Road Durban, South Africa 4001
	Tel No.	031 361 8303
	e-mail	Thandeka.gwala@transnet.net
11.2(13)	The <i>works</i> are	STRUCTURAL REPAIRS TO BERTH 4 AT ISLAND VIEW FOR A PERIOD OF NINE (9) MONTHS

11.2(14)	The following matters will be included in the Risk Register	 Berth failure during structural repair Restricted Working Areas. Working Underwater Excessive vibrating during demolition Working adjacent to operational terminals, berths, the Island View entrance channel and within an operating Port.
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	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.
13.1	The language of this contract is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor</i> 's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 December 2022
30.1	The access dates are	Part of the Site Date
		1 Whole Site Upon Contractor's receipt of the Site access certificate
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	01 April 2022
32.2	The <i>Contractor</i> submits revised programmes at intervals no	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 <i>works</i> .
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25 th (twenty fifth) 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 Standard 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)
60.1(13)	recorded for each calendar month	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm
60.1(13)	recorded for each calendar month	the number of days with rainfall more than
60.1(13)	recorded for each calendar month	the number of days with rainfall more than 10 mm the number of days with minimum air
60.1(13)	recorded for each calendar month	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

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	an	d which are available from:	South African Weather Service 012 367 6023 or <u>info3@weathersa.co.za</u> .
7	Ti	tle	No additional data is required for this section of the <i>conditions of contract</i> .
8	Ri	sks and insurance	
80.1		nese are additional <i>Employer</i> 's ks	Not Applicable
84.1	ins	ne <i>Employer</i> provides these surances from the Insurance ble	
	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
	2	Insurance against:	Loss of or damage to property (except the <i>works,</i> Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor)</i> 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

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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."
the <i>Contractor</i> arising out of and	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation fo Occupational Injuries and Diseases Act No 130 of 1993 as amended.
The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> 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

84.1

insured

manufacture

and/or

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

fabrication and transportation to the site.

during

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 R10 000 000.
- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000
- 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> 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 OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	
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:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)

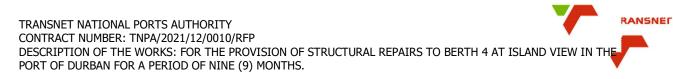


W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)toKwaZulu-Natal, Durban, South Africa		
	The place where arbitration is to be held is			
	 The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is 	irman of the Association of s (Southern Africa)		
12	Data for secondary Option clauses			
X2	Changes in the law	No additi	onal data is requ	ired for this Option
	Sectional Completion			
X5	Sectional completion			
-	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
X5 X5.1	The <i>completion date</i> for each		Description Zone 1	<i>Completion date</i> 15 April 2022
-	The <i>completion date</i> for each	Section	•	-
-	The <i>completion date</i> for each	Section 1	Zone 1	15 April 2022

XJ Q X/	delay damages used together			
X7.1 X5.1	Delay damages for late Completion of the <i>section</i> s of the <i>works</i> are:	Section	Description	Amount per day
		1	Completion of Zone 1	R20 000.00
		2	Completion of Zone 2	R20 000.00

		3	Completion Zone 3	of	R20 000.00
		4	Completion Zone 4	of	R20 000.00
X16	Retention				
X16.1	The retention free amount is	Nil			
	The retention percentage is	10% on a	ll payments ce	ertif	ied.
X18	Limitation of liability				
X18.1	The <i>Contractor</i> 's liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil			
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 dedu policy	ctible of the	e re	levant insurance
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 o	f correcting t	he D	efect
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	5 years af <i>works</i>	ter Completio	n of	the whole of the

Z	<i>Additional conditions of contract</i> are <i>:</i>
Z2	Local Production and Content Obligations



Z2.1

In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-02 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 Steel Products and Components for Construction; and 2 Cement

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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.

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.

The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.

Z2.2

Z2.3

Z2.4

Z2.5

Z5 Additional clauses relating to Joint Venture

Z5.1

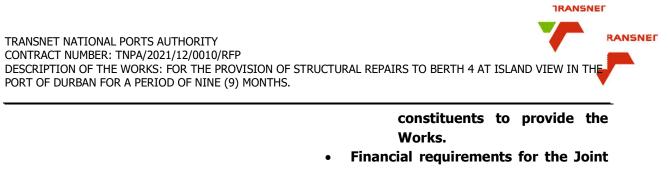
Insert the additional core clause 27.5

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.

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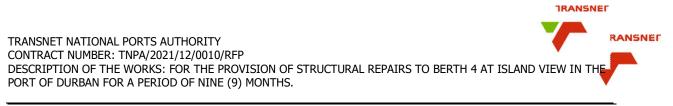
The Joint Venture agreement shall contain but not be limited to the following:

- 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



		 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.
Z5.2		Insert additional core clause 27.6
		27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer.</i>
Z 6	Additional obligations i respect of Termination	in
Z6.1		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)

Z6.2	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 $R1 - R23$ "
Z6.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z7	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z7.1		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:
		 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.
		 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. 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.
Z 8	Additional Clause Relating to Collusion in the Construction Industry	
Z8.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.



Z9	Protection of Information Act	Personal	
Z9.1			The <i>Employer</i> and the <i>Contractor</i> 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 <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> 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			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		т
	Data for Schedules of Cost Components			of ECC, and e of Cost
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		e of Cost
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 SSCC	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62 SSCC	in	The percentage for design overheads is	%	
63 SSCC	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		