



## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:  dispute resolution Option  and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b>  <b>X2: Changes in the law</b> <b>X17: Low service damages</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>Z: Additional conditions of contract</b> <b>Z1: Obligations in respect of Termination</b> <b>Z2: Right Reserved by Transnet to Conduct Screening through SSA</b> <b>Z3: Protection of Personal Information Act</b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:  Address	<b>Transnet SOC Ltd</b>  Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>202 Anton Lembede Street</b> <b>Durban</b> <b>4001</b>
10.1	The <i>Service Manager</i> is (name):	<b>TBA</b>



	Address	<b>TBA</b>
	Tel	<b>TBA</b>
	e-mail	<b>TBA</b>
11.2(2)	The Affected Property is	<b>Part C4</b>
11.2(13)	The <i>service</i> is	<b>For The Appointment of Environmental Assessment Practitioner to conduct Environmental Impact Assessment Process, Water Use License Application and Environmental Control Services on an "as and when required basis" for Transnet Pipelines sites located at KwaZulu-Natal Province for a period of three (3) years.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>All matters recorded in accordance with Clause 16.1 of the Contract.</b>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA</b>
30.1	The <i>service period</i> is	<b>Three (3) Years</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>15<sup>th</sup> (fifteenth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>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.</b>



## Transnet Pipelines

Tender Number: TPL/2023/06/0005/32022/RFP

Description of the Service: The Appointment of Environmental Assessment Practitioner to conduct Environmental Impact Assessment Process, Water Use License Application and Environmental Control Services on an "as and when required basis" for Transnet Pipelines sites located at KwaZulu-Natal Province for a period of three (3) years.

51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Rand Merchant Bank South Africa.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
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 <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
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 <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The Total of the Prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>2 weeks.</b>



## 11 Data for Option W1

W1.1	The <i>Adjudicator</i> is (Name)	<b>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>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is  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	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>  <b>Durban, South Africa</b>  <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>

## 12 Data for secondary Option clauses

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>				
<b>X17</b>	<b>Low service damages</b>	<b>The parties agree that this constitutes a genuine pre-estimate of the damages</b>				
X17.1	The <i>service level table</i> is in	<b>the table below</b>				
	<table border="1"> <thead> <tr> <th>Details</th> <th>Damages per Day</th> </tr> </thead> <tbody> <tr> <td>Completion of the Task Order</td> <td>R 2500</td> </tr> </tbody> </table>	Details	Damages per Day	Completion of the Task Order	R 2500	
Details	Damages per Day					
Completion of the Task Order	R 2500					
<b>X18</b>	<b>Limitation of liability</b>					
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Nil.</b>				
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	<b>The deductible of the relevant insurance policy</b>				
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The cost of correcting the defect.</b>				



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 the excluded matters, is limited to	<b>Total of the Prices.</b>
X18.5	The <i>end of liability date</i> is	<b>3 years after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>7 days of receiving the Task Order</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
<b>Z1</b>	<b>Obligations in respect of Termination</b>	
Z1.1	<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 incorporated 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"> <li>• commenced business rescue proceedings (R22)</li> </ul> <p>repudiated this Contract (R23)</p>	
Z1.2	Termination 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>
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
<b>Z2</b>	<b>Right Reserved by Transnet to Conduct Screening through SSA</b>	



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Z2.1

The *Contractor* will be expected to go through security screening prior to be given access to Transnet premises. The following documents are needed from the company:-

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.

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**Z3      Protection of Personal Information Act**

Z3.1

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

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Transnet Pipelines

Tender Number: TPL/2023/06/0006/32023/RFP

Description of Works: The Appointment of Environmental Assessment Practitioner to conduct Environmental Impact Assessment Process, Water Use License Application and Environmental Control Services on an "as and when required basis" for Transnet Pipelines sites located at Inland Provinces for a period of three (3) years.

## 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 <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(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> 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:	.....
		.....



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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**.....