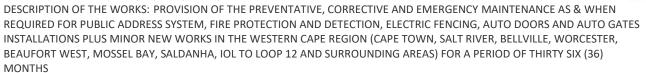


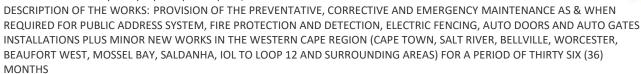
C1.2 Contract Data

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:		
		E:	Cost reimbursable contract
	dispute resolution Option	W1:	Dispute resolution procedure
	and secondary Options		
		X2	Changes in the law
		X17:	Low service damages
		X18:	Limitation of liability
		X19:	Task Order
		Z:	Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)		
10.1	The <i>Employer</i> 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 Property Transnet Park Building Robert Sobukwe Road Bellville 7535	
	Tel No.	021 9	40 3448
10.1	The Service Manager is (name):	Paul I	Kotze



	Address	FM Depot Caledon West Street Bellville
	Tel	021 940 3448 / 083 290 5698
	e-mail	paul.kotze@transnet.net
11.2(2)	The Affected Property is	Western Cape region (Cape Town, Salt River, Bellville, Worcester, Beaufort West, Mossel bay, Saldanha, IOL to Loop 12 and surrounding areas)
11.2(13)	The service is	Maintenance and new installations of air conditioning plant and associated equipment
11.2(14)	The following matters will be included in the Risk Register	Buildings will be occupied
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 <i>period for reply</i> is	2 weeks
2	The <i>Contractor'</i> s main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	ТВА
30.1	The <i>service period</i> is	36 Months
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i> .
5	Payment	
50.1	The assessment interval is	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 affected 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 the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	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>Employers</i> 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 <i>Service Provider</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Contractor's</i> 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 <i>Contractor</i> liability to the <i>Employer</i> 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 <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
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:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .

DESCRIPTION OF THE WORKS: PROVISION OF THE PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE AS & WHEN REQUIRED FOR PUBLIC ADDRESS SYSTEM, FIRE PROTECTION AND DETECTION, ELECTRIC FENCING, AUTO DOORS AND AUTO GATES INSTALLATIONS PLUS MINOR NEW WORKS IN THE WESTERN CAPE REGION (CAPE TOWN, SALT RIVER, BELLVILLE, WORCESTER, BEAUFORT WEST, MOSSEL BAY, SALDANHA, IOL TO LOOP 12 AND SURROUNDING AREAS) FOR A PERIOD OF THIRTY SIX (36) MONTHS

10	Data for main Option clause	
Е	Cost reimbursable contract	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	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 Adjudicator nominating body is:	
	If no <i>Adjudicator nominating body</i> is entered, it is	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	Johannesburg, 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 <i>service level table</i> is in	С3
X18	Limitation of liability	

TRANSNET PROPERTY

TENDER NUMBER: TP/2024/03/0002/59549/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF THE PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE AS & WHEN REQUIRED FOR PUBLIC ADDRESS SYSTEM, FIRE PROTECTION AND DETECTION, ELECTRIC FENCING, AUTO DOORS AND AUTO GATES INSTALLATIONS PLUS MINOR NEW WORKS IN THE WESTERN CAPE REGION (CAPE TOWN, SALT RIVER, BELLVILLE, WORCESTER, BEAUFORT WEST, MOSSEL BAY, SALDANHA, IOL TO LOOP 12 AND SURROUNDING AREAS) FOR A PERIOD OF THIRTY SIX (36) MONTHS

Z	Additional conditions of contract	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
X19	Task Order	
X18.5	The <i>end of liability date</i> is	6 months after the end of the <i>service period</i> .
X18.4	The <i>Contractor'</i> s 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	Total of the Prices.
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.
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
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.



DESCRIPTION OF THE WORKS: PROVISION OF THE PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE AS & WHEN REQUIRED FOR PUBLIC ADDRESS SYSTEM, FIRE PROTECTION AND DETECTION, ELECTRIC FENCING, AUTO DOORS AND AUTO GATES INSTALLATIONS PLUS MINOR NEW WORKS IN THE WESTERN CAPE REGION (CAPE TOWN, SALT RIVER, BELLVILLE, WORCESTER, BEAUFORT WEST, MOSSEL BAY, SALDANHA, IOL TO LOOP 12 AND SURROUNDING AREAS) FOR A PERIOD OF THIRTY SIX (36) **MONTHS**

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."
Z 2	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:
		 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.

TRANSNET PROPERTY

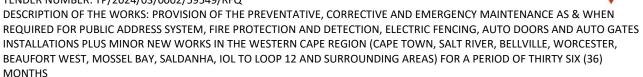
TENDER NUMBER: TP/2024/03/0002/59549/RFQ

DESCRIPTION OF THE WORKS: PROVISION OF THE PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE AS & WHEN REQUIRED FOR PUBLIC ADDRESS SYSTEM, FIRE PROTECTION AND DETECTION, ELECTRIC FENCING, AUTO DOORS AND AUTO GATES INSTALLATIONS PLUS MINOR NEW WORKS IN THE WESTERN CAPE REGION (CAPE TOWN, SALT RIVER, BELLVILLE, WORCESTER, BEAUFORT WEST, MOSSEL BAY, SALDANHA, IOL TO LOOP 12 AND SURROUNDING AREAS) FOR A PERIOD OF THIRTY SIX (36) MONTHS

Z 3	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 <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

TRANSNET PROPERTY

TENDER NUMBER: TP/2024/03/0002/59549/RFQ



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		C2 Pricing Data
	The <i>subcontracted fee percentage</i> is		C2 Pricing Data
11.2(14)	The following matters will be included in the Register	Risk	None
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 T2.2-4
	Cost reimbursable contract		
		C2.2	
11.2(12)	The <i>price list</i> is in	C2.2	