

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:	
	dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options	X1: Price adjustment for inflation X2: Changes in the law X4: Parent company guarantee X17: Low service damages X18: Limitation of liability X19: Task Order Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (name):	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 Rail Infrastructure Manager 150 Commissioner Street Johannesburg South Africa, 2001
	Tel No.	011 584 0590
10.1	The <i>Service Manager</i> is (name):	Mr Rhulani Khosa

Address	Inyanda House, 21 Wellington Road	
Tel	(011) 544 9550	
e-mail	Rhulani.Khosa@transnet.net	
11.2(2)	The Affected Property is	In respect of each Task Order, the identified portion of the South African Freight Rail Network
11.2(13)	The <i>service</i> is	Maintenance of Railway Track with On-Track High Production Ballast Tamper plus Ballast Stabiliser Countrywide
11.2(14)	The following matters will be included in the Risk Register	<p>(a) Cancellation of track occupations at short notice.</p> <p>(b) The shortage of pilots to move machines between depots.</p> <p>(c) Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers.</p> <p>(d) Working on a railway line adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers.</p> <p>(e) Dry vegetation at or near most worksites is a fire hazard.</p>
11.2(15)	The Service Information is in	The Scope of Services
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 <i>language of this contract</i> is	English
13.3	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.
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.	1 week after Contract Date
30.1	The <i>service period</i> is	24 months
4	Testing and defects	No additional data is required for this section of the conditions of contract.
5	Payment	

50.1	The <i>assessment interval</i> is	25th (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 the Standard Bank South Africa.

6 Compensation events

These are additional compensation events:

1. A weather measurement is determined by a suitable weather station most conveniently located in the Affected area
2. The *weather data* is the weather data issued with the Task Order or within [5 days] thereof, covering the area in which the Affected Property is situated, or if not so issued the national weather data available from the South African Weather Services

7 Use of Equipment Plant and Materials No additional data is required for this section of the *conditions of contract.*

8 Risks and insurance

80.1	These are additional <i>Employer's</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>Contractor</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 10 000 000	
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>.
10	Data for main Option clause	
A	Priced contract with price list	
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	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 <i>Adjudicator nominating body</i> 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)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</p> <p>Johannesburg, South Africa</p> <p>The Chairman of the Association of Arbitrators (Southern Africa)</p>
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12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The base date for indices is March 2026

The proportions used to calculate the Price Adjustment Factor are:

proportion	linked to index for	Index prepared by
0.35	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.
0.40	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.

0.1 Material
3 (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.

0.1 Fuel
2 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.

1.0
0

0.1 Non-
5 adjustable

X2 Changes in the law No additional data is required for this Option

X4 Parent company guarantee No additional data is required for this Option

X17 Low service damages

X17.1 The *service level table* is in

Performance level	% Achieved of performance against Tw for each Task Order	Low service damages for each task order
Rate of production of machine (as per <i>Employer's Service Information</i>)	99-100% performance achieved	R0 (nil)
	95 - 98% performance achieved	-2,5% of the Price for Services Planned in terms of the Task Order (Item 1.1 of Price List)
	90 – 94% performance achieved	-5% of the Price for Services Planned to Date in terms of the Task Order (Item 1.1 of Price List)
	88-89% performance achieved	-7,5% of the Price for Services Planned to Date in terms of the Task Order (Item 1.1 of Price List)
	86-87% performance achieved	-10% of the Price for Services Planned he Task Order (Item 1.1 of Price List)
	84-85% performance achieved	-12,5% of the Price for Services Planned to Date in terms of the Task Order (Item 1.1 of Price List)
	<84% performance achieved	-15% of the Price for Services Planned to Date in terms of the Task Order (Item 1.1 of Price List)

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	In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.
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 in terms of the <i>Employer's</i> arranged insurance.
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.
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	<p>In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</p> <ul style="list-style-type: none"> • The <i>Contractor's</i> total liability for the additional excluded matters is not limited. • The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 (Six) months after the completion of the <i>services</i> at a specific Affected Property or the completion of a Task Order (whichever is applicable).
X19	Task Order	
X19.3	Amount of delay damages for every day that elapses between the Task Order Completion Date and the Task Order Completion is	2.5% of the total of the Prices of the Task Order as at the date of issue thereof subject to a maximum of 15% of the total of the Prices at such date
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 (five) days of receiving the Task Order.

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."

Z2 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:

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.

Z3 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 *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

Z5 Contract Skills Development Goal – Grade 7-9

The contractor shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the Standard

Z6 Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts – CIDB Grade 7 to 9 for the Class of Construction Works General Building (GB) and Civil Engineering (CE)

Z6.1 The Contractor shall, in the performance of the contract, achieve the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the Standard

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 <i>Contractor's</i> 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 .	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	



11.2(19)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
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