

## **SCHEDULE 1 – SCHEDULE OF REQUIREMENTS**

**DESCRIPTION**                      **FOR THE SUPPLY AND DELIVERY OF ELECTRICAL  
MAINTENANCE TOOLS AND EQUIPMENT FOR RAIL  
NETWORK DEPOTS FOR A PERIOD OF THREE (3) YEARS, ON  
AN AS-AND WHEN REQUIRED BASIS**

**SERVICE PROVIDER**                      .....

**CONTRACT NUMBER**                      **HOAC-VAR-56962**

**DURATION**                      **THREE (3) YEARS**

**COMMENCEMENT DATE**                      .....

**EXPIRY DATE**                      .....

With reference to the Standard Terms and Conditions of Contract, Reference Number **HOAC-VAR-56962** dated ....., ("Contract") between Transnet SOC Ltd ("Transnet") and ..... (the "Service Provider") pursuant to which you have agreed to supply/perform certain goods to/services for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

## **1. Description of the Services**

The scope of services to be provided by the service provider is for the supply and delivery of electrical maintenance tools and equipment for rail network depots for a period of three (3) years, on an as-and when required basis. The details for the services to be provided are as stipulated in clause 2 below.

## **2. Scope of Services**

The specifications provided in **Annexure A** outline the criteria that bidders must meet, along with the relevant parameters for the electrical maintenance equipment.

The tools and equipment comprise of 6 categories namely.

- Category 1: Lifting Tools and Equipment
- Category 2: Mechanical Power Tools
- Category 3: OHTE Equipment and Testers
- Category 4: Hydraulic Tools and Equipment
- Category 5: Mechanical Tools and Equipment
- Category 6: Power Packs

### **2.1 Deliverables**

The successful supplier/s shall ensure that all electrical tools and equipment will be delivered to Transnet Rail Infrastructure Manager (TRIM), 138 Eloff Street, Johannesburg within the specified period. All electrical tools and equipment are to be well protected in suitable packaging from the point of shipping to the point of delivery.

- Electrical Maintenance Tools and
- Equipment.

**3. Contract Manager/s & Personnel to provide the Services**

<b>Transnet Contract Manager</b>	
Designation	
Operating Division	
Address	
Telephone	
Email	

<b>Service Provider's Account Manager</b>	
Designation	
Address	
Telephone	
Email	

**4. Performance Review Meetings**

Contract management and performance review meetings will be held on a quarterly basis.

**5. Fees & Disbursements**

5.1 In consideration of the supply of the Goods by the Supplier pursuant to the Schedule of Requirement, TRIM will pay to it an amount not exceeding the value of Purchase Orders (POs) placed (including VAT) over the three (3) year period.

**IN WITNESS** of which this Schedule of Requirements has been duly executed by the parties.

**SIGNED** for and on behalf of

**SIGNED** for and on behalf of

**Emcom Wireless**

**Transnet SOC Ltd**

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date.....

Date.....

## APPENDIX 1

### Address for Notices

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

- i. by email transmission – when the sender receives confirmation of receipt;
- ii. by hand delivery - immediately upon receipt by the recipient.

Any notice or communications between the parties shall be delivered to the addresses set out below:

#### **The Service Provider**

Addressee:

Emcom Wireless

Attention: .....

Physical Address:

.....  
.....  
.....

Postal Address:

.....  
.....  
.....

email:

.....

#### **Transnet**

Addressee:

Transnet SOC Ltd

Attention: .....,

Physical Address:

.....  
.....  
.....

Postal Address:

.....  
.....

email:

.....@transnet.net

Either party may, by a notice given in accordance with this Schedule 1, change its address or email address for the purpose of this Schedule 1.

## APPENDIX 2

### Non- Disclosure Agreement

Date: ..... 20--

I (*name*) .....

Of (*address*) .....  
.....  
.....

Undertake to Transnet SOC Ltd ("Transnet") that:

1. I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing Services to Transnet ("my assignment"); and
2. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, "Confidential Information" shall mean any information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs of the Transnet Group or its customers, whether in writing, conveyed orally or by machine-readable medium.

I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at ..... on ..... 20--

(*Signature*) .....

in the presence of:-

Witness name: .....

Witness Signature: .....

Witness address: .....  
.....