



With reference to the Standard Terms and Conditions of Contract, Reference Number ..... dated ....., ("Contract") between Transnet SOC Ltd ("Transnet") and ..... (the "Service Provider") pursuant to which you have agreed to supply and perform certain goods to and 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 Goods and Services**

The scope of goods and services to be provided and performed by the service provider is the Supply and Delivery of Recovery (Track Bulldozers, Excavators and Low Bed Trailer) Equipment with a Fully Managed Maintenance Plan for a period of Seven (7) Years. The details for the goods and services to be provided are as stipulated in clause 2 below.

**2. Scope of Goods and Services**

**2.1 Deliverables**

**2.1.1 Equipment**

The service provider shall:

Supply and Deliver Recovery (Track Bulldozers, Excavators and Low Bed Trailer) Equipment as follows:

<b>Equipment</b>	<b>Quantity</b>
Customised Recovery Track Bulldozer	8
Recovery Excavators (20ton)	6
Lowbed Trailers (80 ton)	3

<b>High Level Project Deliverables</b>
<p><b>Procurement of excavators and lowbed trailers</b></p> <ul style="list-style-type: none"> <li>• Manufacturing excavators and lowbed trailers</li> <li>• Delivery, Pretesting and commissioning of all 6 excavators and 3 lowbed trailers.</li> </ul>
<p><b>Procurement of track bulldozers</b></p> <ul style="list-style-type: none"> <li>• Design reviews and design freeze</li> <li>• Manufacturing and development of the first track bulldozer</li> <li>• Delivery and pretesting of the first track bulldozer.</li> </ul>
<p>Manufacturing all track bulldozers</p> <p>Pretesting and commissioning</p> <p>Handover of all track bulldozers</p>

**2.1.2 Fully managed Maintenance Plan**

Provide a 7 000 hours / 7-year maintenance plan whichever comes first.

**NB: Fully managed maintenance plan refers to a comprehensive service agreement where the equipment supplier takes full responsibility for the maintenance servicing of the equipment and breakdown repairs over a set period or hours on site inclusive of predicting equipment component potential failures.**

### 2.1.3 Training

This must include the following:

- ✓ Detailed training manuals, presentations, and any other relevant materials tailored to the specific recovery equipment supplied.
- ✓ Training materials must be developed in conjunction with Transnet School of Engineering to ensure that the training material aligns to Transnet standards.
- ✓ Provide theoretical and practical training to a total of **20 Transnet employees**, including designated trainers from the Transnet School of Engineering.
- ✓ Training should be for a duration of 2 months for excavators and 2 months for recovery track Bulldozers and this should be before the handover of the equipment to Transnet.
- ✓ Upon successful completion of the training, formal certificates of competency shall be issued to all participants. Certification must be recognized and valid for internal use and future training rollouts.

### 3. Contract Manager/s & Personnel to provide the Goods and 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 as required by Transnet's Contract Manager.

**5. Fees & Disbursements**

5.1 In consideration of the supply and performance of the Goods and Services by the Service Provider pursuant to this Schedule of Requirements, Transnet will pay to it an amount not exceeding R..... (excluding VAT).

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

**SIGNED** for and on behalf of

.....

Signature.....

Name.....

Position.....

Date.....

**SIGNED** for and on behalf of

**Transnet SOC Ltd**

Signature.....

Name.....

Position.....

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**

**Transnet**

Addressee:

Addressee:

.....

Transnet SOC Ltd

Attention: .....

Attention: .....

Physical Address:

Physical Address:

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.....

Postal Address:

Postal Address:

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email:

email:

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.....

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 Goods and 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: .....  
.....