

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

|                          |                                                                                                                                                                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>       | <b>STANDARD TERMS AND CONDITIONS FOR THE<br/>APPOINTMENT OF A SUPPLIER/SERVICE PROVIDER FOR<br/>THE SUPPLY, DELIVERY AND OFFLOADING OF LOCOMOTIVE<br/>SANDING ADHESION MEDIUM PACKAGE IN 10KG AND<br/>20KG WATERPROOF BAG FOR A PERIOD OF THREE YEARS.</b> |
| <b>SERVICE PROVIDER</b>  | .....                                                                                                                                                                                                                                                      |
| <b>CONTRACT NUMBER</b>   | <b>HOAC-HO-38293</b>                                                                                                                                                                                                                                       |
| <b>DURATION</b>          | <b>THRE (3) YEARS</b>                                                                                                                                                                                                                                      |
| <b>COMMENCEMENT DATE</b> | .....                                                                                                                                                                                                                                                      |
| <b>EXPIRY DATE</b>       | .....                                                                                                                                                                                                                                                      |

With reference to the Standard Terms and Conditions of Contract, Reference Number HOAC-HO-38293 dated ..... , ("Contract") between Transnet SOC Ltd ("Transnet") and ..... (the "Supplier/Service Provider") pursuant to which you have agreed to supply certain goods to 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**

The scope of goods to be provided by the supplier/service provider is the Supply, Delivery And Offloading Of Locomotive Sanding Adhesion Medium Package In 10kg And 20kg Waterproof Bag For A Period Of Three Years. The details for the goods to be provided are as stipulated in clause 2 below.

**2. Scope of Goods**

**2.1 Deliverables**

The supplier/service provider shall:

The supplier that will deliver product (mineral slag or similar product) according to the BBG0856 Specification, as per the delivery and packaging requirements.

- Delivery within 14 calendar days after acceptance of the Purchase Order
- Deliver product packaged in 10kg and/or 20kg waterproof bags
- Deliver and offload the product to the TFR sand storage facilities at depots nationwide

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

| <b>Transnet Contract Manager</b> | <b>Ignetius Makelane</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 of the Goods/ by the Supplier/Service Provider pursuant to this Schedule o Requirements, Transnet will pay to it an amount not exceeding R..... (Excluding 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

.....

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**

Addressee:

.....

Attention: .....

Physical Address:

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

Postal Address:

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

email:

.....

#### **Transnet**

Addressee:

Transnet SOC Ltd

Attention: GM Legal Counsel

Physical Address:

Inyanda House 2  
15 Girtton Road  
Parktown  
Johannesburg  
2193

Postal Address:

Same as Physical

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 Goods 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: .....  
.....