

## **SCHEDULE 1**

### **FOR THE SUPPLY OF AND DELIVERY OF TRACK WELDING GAS EQUIPMENT TO TRANSNET FREIGHT RAIL (TFR)-ON "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF THREE (3) YEARS**

With reference to the Master Agreement, Reference Number HOAC-HO-36733 [the Agreement] between Transnet SOC Ltd operating as Transnet Freight Rail [TFR] and [Supplier] pursuant to which the Service Provider has agreed to the Services for and on behalf of TFR subject to such Agreement, the defined terms in the Master Agreement will, unless otherwise indicated, have the same meaning in this Schedule 1.

In consideration of the mutual covenant and agreements contained in the Agreement and in this Schedule 1, it is agreed as follows:

#### **1 DESCRIPTION OF THE SERVICES**

1.1 The scope of the Services to be rendered are described more fully in the Annexures referred to below:

- ☐ Annexure .....– Scope of Work and Section 4 Pricing Schedule of the RFP

#### **2 DELIVERABLES AND COMPLETION DATE**

The Deliverables, due for completion by ..... and governed by this Schedule 1, include:

2.1 See attached scope of work as **Annexure .....**

#### **3 REPRESENTATIVE'S**

<b>TFR</b>	
Designation	<b>Project Manager</b>
Operating Division	<b>TFR</b>
Address	Inyanda 2 15 Girdton Road, Johannesburg, Parktown 2193
Cell Phone	
Email	

<b>Service Provider</b>	
Designation	
Address	
Cell Phone	
Telephone	
Email	

#### **4 ACCEPTANCE CRITERIA FOR DELIVERABLES**

- 4.1 TFR's Representative or his/her nominated delegate will sign off the authorisation approval for Deliverables as detailed above on a monthly basis.

#### **5 FEES AND DISBURSEMENTS**

- 5.1 The Service Provider hereby agrees to perform the service for the term of the agreement as per the Pricing Schedule
- 5.2 Payment terms are subject to clause 16[*Invoice and Payment*] of the Agreement hereto.

#### **6. BUSINESS CONTINUITY PLAN**

- 6.1 The Service Provider hereby agrees that it will ensure that it has adequate business continuity measures in place to avoid a disruption and mitigate risk to this Agreement in the event of an unforeseen incident.
- 6.2 In the event of an incident taking place which invokes TFR's Business Continuity Plan, the Service Provider will implement its measures referred to in clause 6.1 above.
- 6.3 Implementation of the Service Provider's Business Continuity measures will be more fully described in the SLA and monitored accordingly.

#### **7. PENALTIES**

- 7.1 TFR shall be entitled to impose/levy penalties upon the Service Provider in the event that the Service Provider does not comply with the quality standards and requirements stipulated in this Agreement. TFR shall be entitled to deduct such penalties from the monthly amount due to the Service Provider by TFR. The Service Provider agrees to the imposition of such penalties and authorises TFR to apply set-off as is contemplated in this clause 7.1.

- 7.2 Notwithstanding the provision of this penalty clause, TFR shall not:-

- 7.2.1 be precluded from exercising its right to terminate the Agreement; and/or
- 7.2.2 be stopped from claiming damages from the Service provider, should damages be suffered by TFR or any third party (who claims from TFR ) as a result of any conduct or failure on the part of the Service provider or any of its employees arising out of a breach by the Service Provider of this Agreement; and/or

7.2.3 be in anyway prevented from exercising any or all of its rights in terms of the agreement.

7.3 Notwithstanding any other provision of this Agreement, the total penalty deduction per month shall be limited to a maximum of 50% (fifty percent) of the monthly contract value which may become payable to the TFR by Service Provider.

7.4 Any penalty imposed in terms of this clause 7 shall be set-off against the invoiced (vatable) amount (as declared in the Service Provider's Tax Invoice) to which the penalty has attached, and the VAT payable by TFR to the Service Provider shall be calculated on the invoiced amount, less the service-related penalty imposed.

## **8. COMPLIANCE TO LABOUR AND ENVIRONMENTAL LAWS**

8.1 The Service Provider shall comply with the following requirements from TFR with regard to labour and environmental laws:

8.1.1 The Service Provider shall not permit any persons who are or who appear to be under the influence of intoxicating substances to enter or remain at the workplace.

8.1.2 No person at the workplace shall, be under the influence of, have in his or her possession or partake or offer any other person intoxicating substances.

8.1.3 In the case where a Service Provider's employee is taking medication, the Service Provider shall only allow such person to perform duties at the workplace if the side effects of such medication do not constitute a threat to the health and safety of the person concerned or any other persons at such workplace.

- Random testing will be conducted by TFR.
- Attendance of SHE meeting
- Every operator to have valid induction certification
- Valid Competency certificates for all operators

8.2 Fuel and oil spillage shall be cleared by the Service Provider in accordance with Environmental requirements, within 24 hours.

8.2.1 Should the Service Provider fail to do so, TFR shall appoint an appropriate organisation to do so, and the cost shall be transferred to the Service Provider.

8.2.3 In the Event that the Service Provider fails to comply with all applicable environmental legislation, the Service Provider shall be liable for and bear all costs of making good any damage or harm caused by it to any person, area within the Terminal, public road, path or street, private or third party property, environment including but not limited to fauna and flora. The Service Provider indemnifies TFR in respect of any damage or harm caused by the Service Provider

## **9. CONTINUOUS IMPROVEMENT**

9.1 The Service Provider shall immediately advise TFR of any decision taken to discontinue or in any way change the provision of any services stipulated in this Agreement.

9.2 The Parties will jointly and continually investigate and search for opportunities to improve on specifications, technology, procedures and management of the services supplied in order to reduce TFR's overall costs.

9.3 The representative(s) of the Service Provider as well as the TFR Contracts Manager and other identified TFR Staff shall conduct regular meetings. Such meetings will be scheduled by the TFR Contracts Manager where, amongst others, the following aspects shall be addressed:

9.3.1 Problem solving and generating of savings ideas for implementation to reduce the total cost of the provision of this service as well as other services relating thereto.

9.3.2 considering and/or developing of savings ideas for implementation and specific reports submitted by either Party on aspects related to the operation, application, and management of the services as provided for in this Agreement.

9.3.3 Discussion of all current aspects relating to the Agreement between the Parties. To this end the Parties in general undertake to take all steps to enhance the relationship between the Parties.

9.3.4 Identification of cost saving and efficiency improvement opportunities, maintenance applications and operational practices;

9.3.5 Development of initiative proposals;

9.3.6 Obtaining buy-in from all users/stakeholders;

9.3.8 Implementation of cost savings initiatives / action plans;

9.3.8 Continuous measuring and benchmarking;

9.3.9 Quantification of savings (impact and cost);

9.3.10 correction of deviations; and

9.3.11 Discussion of demand tendencies and fluctuations.

- 9.4 The meeting shall be coordinated by TFR and TFR shall keep proper minutes of the proceedings.
- 9.5 In the event of any disagreement between the Parties, the matter shall be dealt with in terms of the dispute resolution mechanisms as provided for in the Master Agreement.
- 9.6 The meeting type and frequency will be as follows:
- 9.6.1 Quarterly meetings (and extended members where needed) with a set agenda to address continuous improvement issues as indicated herein.
- 9.7 Monthly technical / operations meetings at TFR's facilities, between the representatives from each Party.
- 9.8 The Parties agree that in the event that specifications/Service/Price needs to be amended due to the outcomes of the above-mentioned program or for any other reason, a formal amendment to the Agreement will be reduced to writing to formalise such changes.

**Thus signed by the Parties on the following dates and at the following places:**

<b>SIGNED</b> for and on behalf of:	<b>SIGNED</b> for and on behalf of:  <b>Transnet SOC Ltd operating as Transnet Freight Rail</b>
Signature .....	Signature .....
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place: