

## SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SUPPLIER/SERVICE PROVIDER FOR THE FOR SUPPLY, DELIVER, INSTALL, INTEGRATE WITH ITCMS AS WELL AS TESTING AND COMMISSIONING OF HOT BEARING EVALUATOR DETECTOR SYSTEMS (HBEDS) FOR PILOT TESTING WITH AN AIM OF FRAMING SUCH TO AN APPROVED LIST OF CONDITION ASSESSMENT TECHNOLOGIES.
SERVICE PROVIDER	.....
CONTRACT NUMBER	HOAC_HO_53987
DURATION	EIGHTEEN (18) MONTHS
COMMENCEMENT DATE	.....
EXPIRY DATE	.....

With reference to the Standard Terms and Conditions of Contract, Reference Number **HOAC\_HO\_49439**, ("Contract") between Transnet SOC Ltd ("Transnet") and [REDACTED] (the "Supplier/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 Goods/Services**

The scope of goods/services to be provided/performed by the supplier/service provider is the supply, delivery, installation of Hot Bearing Evaluator Detector Systems (HBEDS) for pilot testing in order to frame such systems to an approved list of condition assessment technologies, the testing will take place at Transnet's North Corridor and Ore Corridor over a period of 18 months. The details for the goods/services to be provided are as stipulated in clause 2 below.

## **2. Scope of Goods/Services**

### **2.1 Deliverables**

The supplier/service provider shall:

- supply, deliver, and install the HBEDS as per specifications BBB0493 version 7 and BBB4207 version 2.
- ensure that the HBEDS is fully integrated into the ITCMS.
- provide a fully integrated RFID tag reader as part of the system.
- supply all vehicles, machinery, small plant and any mechanised equipment for the proper execution of the work.
- be responsible for securing all on-site equipment up until the system is successfully tested, commissioned, and handed over
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- The "site specific scope of work" shall only be developed after the award of the contract that shall contain specific requirements for the selected system to interface to the existing infrastructure.

### **2.2 Other requirements**

- The supplier shall provide a list of all compatible communication media that the system can use to communicate with the ITCMS equipment at the CTC.
- Power and communication media requirements shall be provided by the supplier at the first site meeting. These requirements shall be documented and signed off by the responsible parties after the first site meeting.
- The supplier shall dispose any scrap as per environmental laws and submit the disposal certificate.
- Except where otherwise specified, the supplier shall provide labour, transportation for personnel and material, tools required for installation and testing, as well as lavatory facilities where TFR does not have permanent facilities installed. All the above mentioned, shall be at the supplier's own cost.

- The supplier must indicate if they are the:
  - Equipment Manufacturer (OEM) or,
  - An approved agent of the OEM or,
  - A third party where there is no legal limitations in terms of their right to distribute or sell the applicable products.
- Should the supplier not be the OEM and is tendering for the HBEDS technologies, the supplier shall provide a Memorandum of Understanding (MOU) between the OEM and the local agent for the supply and support of the specified equipment.

### 3. Contract Manager/s & Personnel to provide the Goods/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 and Operational Contract Manager.

### 5. Fees & Disbursements

**5.1** In consideration of the supply/performance of the Goods/Services by the Supplier/Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding the value of the Purchase Order (including VAT) over the eighteen (18) month period.

Agreement between Transnet and [REDACTED]  
For the for supply, deliver, install, integrate with ITCMS as well as testing and commissioning of hot bearing evaluator detector systems (HBEDS) for pilot testing with an aim of framing such to an approved list of condition assessment technologies.

**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

**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:

Attention: Xxxxxxx

Physical Address:

Postal Address:

email:

xxxxxxx@cccccccc

#### **Transnet**

Addressee:

Transnet SOC Ltd

Attention: Group Legal Counsel

Physical Address:

Postal Address:

email:

xxxxxx@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/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: .....  
.....