

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	STANDARD TERMS AND CONDITIONS FOR THE FOR THE PROVISION OF SERVICE FOR SAMPLING, TESTING AND ANALYSIS OF INDUSTRIAL EFFLUENT AT VARIOUS LOCATIONS WITHIN THE PORT OF SALDANHA (TNPA) FOR A PERIOD OF 36 MONTHS.
SERVICE PROVIDER	
CONTRACT NUMBER	TNPA/2022/01/0081/RFQ
DURATION	36 MONTHS
COMMENCEMENT DATE	
EXPIRY DATE	

With reference to the Standard Terms and Conditions of Contract, Reference Number TNPA dated, ("Contract") between Transnet SOC Ltd ("Transnet") and (the Service Provider") pursuant to which you have agreed to render 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. TNPA SCOPE OF REQUIREMENTS

1.1 Verification if below are installed and in working order

The scope of work for this contract includes the following:

- 1.1 The appointed service provider would be responsible for the provision of all equipment required to perform the work.
- 1.2 Service Provider to sample the following parameters at the four (4) sampling points as indicated in Clauses 2.7 and 2.8 on a monthly and quarterly basis to determine compliance to the limits as defined in the MOA.
- 1.3 All samples must be collected by fully qualified and trained personnel using sterile containers.
- 1.4 All samples to be stored in a temperature-controlled environment and analysis of the samples must commence within 24 hours of collection.
- 1.5 Appointed service provider to provide a delivery note to TNPA that the samples were delivered to the laboratory within 24 hours after collection.
- 1.6 All testing is to be carried out by a South African National Accreditation System (SANAS) accredited laboratory and in accordance with the relevant South African National standards (SANS).
- 1.7 The following parameters should be tested for on a monthly basis:
 - 1.7.1 Field Temperature
 - 1.7.2 Field pH
 - 1.7.3 Electrical Conductivity
 - 1.7.4 Total Suspended Solids
 - 1.7.5 Chemical Oxygen Demand
 - 1.7.6 Grease & Oil
 - 1.7.7 Chloride as Cl⁻
 - 1.7.8 Total Sulphates as SO₄
- 1.8 The following parameters should be tested for on a quarterly basis, inclusive of the parameters tested for in 2.7 above:

- 1.8.1 Copper as Cu
- 1.8.2 Iron as Fe
- 1.8.3 Lead as Pb
- 1.8.4 Manganese as Mn
- 1.8.5 Zinc as Zn
- 1.9 The service provider shall immediately inform TNPA if any irregularities is observed at the sample points including spillages, effluent discharges into the nearby environment, pipe leaks, etc.
- 1.10 Results from the monthly analysis must be presented in a report within 30 days from the day of sampling, inclusive of the following information:
 - 1.10.1 Date and time samples were taken
 - 1.10.2 Date and time samples were delivered to the laboratory
 - 1.10.3 Date results report received from the laboratory
 - 1.10.4 Sampling methodology used
 - 1.10.5 Sample preservation or quality control measures implemented
 - 1.10.6 Laboratory test results (in table format as well as graphically presented) with comparison to the relevant effluent quality requirements as stated in the MOA;
 - 1.10.7 Recommendations on actions to be taken where non-compliances were identified;
 - 1.10.8 Records of field parameters measured and signed off sampling sheets
 - 1.10.9 Details of condition of sampling points at the time of sampling, and
 - 1.10.10 Any incidents / spillages that occurred during sampling

2. Contract Manager/s & Personnel to provide the Services

Transnet Contract Manager	Ethel Coetzee
Designation	Environmental Manager:
Operating Division	Transnet National Ports Authority
Address	Bayvue Centre Marine Drive Saldanha 7395
Telephone	063 692 9099
Email	Ethel.Coetzee@transnet.net

Service Provider's Account Manager	
Designation	
Address	
Telephone	
Email	

3. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

4. Fees & Disbursements

- 4.1 In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding R (including VAT) over the twelve week 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 : Project Manager

Physical Address:

Bayvue Centre
Marine Drive
Saldanha
7395

Postal Address:

Private Bag X1
Bayvue Centre
Marine Drive
Saldanha, 7395

email: Ethel.Coetzee@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:

.....