

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

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|--------------------------|---|
| DESCRIPTION | STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF e-LTE WIRELESS BROADBAND NETWORK EQUIPMENT FOR A PERIOD OF THREE (3) YEARS |
| SERVICE PROVIDER | |
| CONTRACT NUMBER | TNPA/2023/08/0020/40512/RFP |
| DURATION | THREE (3) YEARS |
| COMMENCEMENT DATE | |
| EXPIRY DATE | |

With reference to the Standard Terms and Conditions of Contract, Reference Number GSM/XX/XX/XX dated , ("Contract") between Transnet SOC Ltd ("Transnet") and (the "Service Provider") pursuant to which you have agreed to supply certain goods and to perform 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, installation and maintenance of e-LTE wireless broadband network equipment for a period of three (3) 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

The service provider shall supply and install 1.8 GHz equipment and provide support and maintenance services for a period of three (3) years in accordance with the scope of work.

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

| Transnet Contract Manager | |
|----------------------------------|-----------------------------------|
| Designation | Senior Project Manager |
| Operating Division | Transnet National Ports Authority |
| Address | |
| Telephone | |
| Email | |

| Service Provider's Account Manager | |
|---|--|
| 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 goods as well as the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding R0 000 000.00 (including 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

Xxxxxxxx

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:

Xxxxxxx

Attention: Xxxxxxx

Physical Address:

101....

Midrand

1682

Postal Address:

101....

Midrand

1682

email:

xxxxxxx@cccccccc

Transnet

Addressee:

Transnet SOC Ltd

Attention: TNPA Legal Counsel

Physical Address:

eMendi Building

N2 Neptune Road, Off Klub Road

Port of Ngqura

Port Elizabeth

6100

Postal Address:

N2 Neptune Road, Off Klub Road

Port of Ngqura

Port Elizabeth

6100

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 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:
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