

**SCHEDULE 1 – SCHEDULE OF REQUIREMENTS**

DESCRIPTION	STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE ROVISION OF WEEDSPRAYING SERVICES IN RAIL YARD AND OTHER AREAS IN THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
SERVICE PROVIDER	[REDACTED]
CONTRACT NUMBER	TNPA/2022/11/0007/17684/RFP
DURATION	THIRTY-SIX (36) MONTHS
COMMENCEMENT DATE	TBC
EXPIRY DATE	TBC

With reference to the Standard Terms and Conditions of Contract, Reference Number TNPA/2022/11/0007/17684/RFP dated , ("Contract") between Transnet SOC Ltd ("Transnet") and (the "Service Provider") pursuant to which you have agreed to perform certain 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 Services

The scope of services to be performed by the service provider is the provision of Weedspraying Services in Rail Yard and other areas in the Port of Richards Bay for a period of Thirty-Six (36) months. The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of work

2.1 Deliverables

The service provider shall:

The key deliverables of this project will contain the following areas:

- Umhlatuze Yard
- Umhlatuze Links Line Triangle
- Moba lines
- Line 68,69,70 and 71
- Arrival Yard
- Departure Yard
- 493 Lines (Silver Ocean Road)
- Rail Yard stacking area
- Open area between Moba lines and line 68
- Five bridges (Manzamnyama, Both Tidal and Bridge by the Bayview Access),
2279 Bridge and Coal Bridge
- Truck staging Area Islands
- Truck staging fence line
- IVS Line
- Civil/Electrical and Fender frame staking area behind Pioneer Center Building
- TNPA/TPT fence line
- TNPA Bounder fence line
- Heritage Site Building
- Pipe Yard (Civil Depot)
- Control Building

- Water network lines

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

Transnet Contract Manager	Xxxxxxx xxxxxxx
Designation	
Operating Division	
Address	
Telephone	
Email	

Service Provider's Account Manager	Xxxxxxx xxxxxxx
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 performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding R 0 000 000.00 (excluding/including VAT) over the Thirty-Six (36) months period.

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

Xxxxxxx

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:

Xxxxxxx

Attention: Xxxxxxx

Physical Address:

101....

Midrand

1682

Postal Address:

101....

Midrand

1682

email:

xxxxxxx@cccccccc

Transnet

Addressee:

Transnet SOC Ltd

Attention : Group Legal Counsel

Physical Address:

08th Floor

Carlton Centre

150 Commissioner Street

Johannesburg

2001

Postal Address:

P.O. Box 72501

Parkview

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:
.....