

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION: **STANDARD TERMS AND CONDITIONS FOR THE PROVISION
OF SUPERVISORY CONTROL AND DATA ACQUISITION
(SCADA) SYSTEM SOFTWARE SUPPORT AGREEMENT FOR
THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR
(24) MONTHS**

SERVICE PROVIDER:

TENDER NUMBER: **TNPA/2023/09/0018/44076/RFP**

DURATION: **TBC**

COMMENCEMENT DATE: **TBC**

EXPIRY DATE: **TBC**

With reference to the Standard Terms and Conditions of Contract, Reference Number TNPA/2023/09/0018/44076/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 for the provision of supervisory control and data acquisition (SCADA) system software support agreement for the port of Durban for a period of twenty-four (24) months. The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Services

2.1 Deliverables

The service provider shall:

- Provide service of the software support subscription pack (every year if applicable) to the Electrical Engineering department based at Queens Warehouse, 237 Mahatma Gandhi Road, Durban.

Contract Manager/s & Personnel to provide the Services

Transnet Contract Manager	Grant De Klerk
Designation	Engineering Technician
Operating Division	
Address	1 st Floor, Queen's Warehouse 237 Mahatma Gandhi Road, Durban
Telephone	031 361 8675
Email	grantstephen.deklerk@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 0 000 000.00 (excluding/including VAT) over the twenty-four (24) month 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

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:

Physical Address:

Postal Address:

email:

Transnet

Addressee:

Transnet SOC Ltd

Attention : Group Legal Counsel

Physical Address:

138 Eloff Street

Braamfontein

JOHANNESBURG

2000

Postal Address:

P.O. Box 72501

Parkview

email:

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*)

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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:

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