

SCHEDULE 1 Work Order No W.O (TO be advised)

**FOR THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR VESSEL TRAFFIC SERVICES (VTS) AND AUTOMATIC IDENTIFICATION SYSTEMS (AIS)
FOR A PERIOD OF THREE (3) YEARS**

With reference to the Master Agreement, Reference Number **TNPA 844** [the **Agreement**] between Transnet SOC Ltd operating as Transnet National Ports Authority [**TNPA**] and [the **Service Provider**] pursuant to which the Service Provider has agreed to supply the Goods for and on behalf of TNPA subject to such Agreement, the defined terms in the Master Agreement will, unless otherwise indicated, have the same meaning in this Schedule 1.

In consideration of the mutual covenant and agreements contained in the Agreement and in this Schedule 1, it is agreed as follows:

1 DESCRIPTION OF THE GOODS

1.1 The scope of the Service to be rendered is described more fully in the Annexures and Schedules referred to below:

- ☐ Annexure F Scope of Works
- ☐ Annexure G VTS – AIS diagrams
- ☐ Annexure H Technical Compliance Schedule
- ☐ Annexure I Technical Evaluation Criteria
- ☐ Annexure J Pricing Schedule

2 DELIVERABLES AND COMPLETION DATE

The Deliverables, due for completion are governed by this Schedule 1, include:

- 2.1 RFP response;
- 2.2 Issued PO; and
- 2.3 Agreed delivery period

3 REPRESENTATIVE'S

TNPA	Yolande Rasmeni
Designation	Technical Services Manager
Operating Division	Lighthouse and Navigational Systems
Address	Green Point Lighthouse, 100 Beach Road, Mouille Point, Cape Town
Cell Phone	078 097 4798

Telephone	021 449 5506
Fax	086 449 5512
Email	Yolande.Rasmeni@transnet.net

Supplier	
Designation	
Address	
Cell Phone	
Telephone	
Fax	
Email	

4 ACCEPTANCE CRITERIA FOR DELIVERABLES

- 4.1 TNPA's Representative or his/her nominated delegate will sign off the authorisation approval for Deliverables as detailed above as and when the service is required.

5 FEES AND DISBURSEMENTS

- 5.1 The Service Provider hereby agrees to perform the service for the term of the agreement as per the Pricing Schedule **(Annexure J)**
- 5.2 Payment terms are subject to *[Invoicing and Payment]* of the Agreement hereto.

6. BUSINESS CONTINUITY PLAN

- 6.1 The Service Provider hereby agrees that it will ensure that it has adequate business continuity measures in place to avoid a disruption and mitigate risk to this Agreement in the event of an unforeseen incident.
- 6.2 In the event of an incident taking place which invokes TNPA's Business Continuity Plan, the Service Provider will implement its measures referred to in clause 6.1 above.

7. COMPLIANCE TO LABOUR AND ENVIRONMENTAL LAWS

- 7.1 The Service Provider shall comply with the following requirements from TNPA with regard to labour and environmental laws:
- 7.1.1 In the case where a Service Provider's employee is taking medication, the Service Providers shall only allow such person to perform duties at the workplace if the side effects of such medication do not constitute a threat to the health and safety of the

person concerned or any other persons at such workplace.

7.1.2 The Service Provider shall not permit any persons who are or who appear to be under the influence of intoxicating substances to enter or remain at the workplace

7.1.3 No person at the workplace shall, be under the influence of, have in his or her possession or partake or offer any other person intoxicating substances.

➤ Random testing will be conducted by TNPA.

7.2 Fuel and oil spillage shall be cleared by the Service Provider in accordance with Environmental requirements, within 24 hours.

7.2.1 Should the Service Provider fail to do so, TNPA shall appoint an appropriate organisation to do so, and the cost shall be transferred to the Supplier.

7.2.2 In the Event that the Service Provider fails to comply with all applicable environmental legislation, the Service Provider shall be liable for and bear all costs of making good any damage or harm caused by it to any person, area within the Terminal, public road, path or street, private or third party property, environment including but not limited to fauna and flora. The Service Provider indemnifies TNPA in respect of any damage or harm caused by the Service Provider.

8. RETURN OF SURPLUS GOODS

8.1 TNPA may return any surplus goods within a reasonable period of time on the following conditions:

8.1.1 The surplus goods are in good condition;

8.1.2 TNPA shall pay the Service Provider the fair and reasonable costs for the transport and administration of returning the surplus goods.

9. PENALTIES

9.1 TNPA shall be entitled to impose/levy penalties upon the Service Provider in the event that the Service Provider does not comply with the quality standards and requirements stipulated in this Agreement. TNPA shall be entitled to deduct such penalties from the monthly amount due to the Service Provider by TNPA. The Service Provider agrees to the imposition of such penalties and authorises TNPA to apply set-off as is contemplated in this clause 9.1.

9.2 Notwithstanding the provision of this penalty clause, TNPA shall not:-

9.2.1 be precluded from exercising its right to terminate the Agreement; and/or

9.2.2 be stopped from claiming damages from the Service Provider, should damages be suffered by TNPA or any third party (who claims from TNPA) as a result of any

conduct or failure on the part of the Service Provider or any of its employees arising out of a breach by the Service Provider of this Agreement; and/or

9.2.3 be in anyway prevented from exercising any or all of its rights in terms of the Agreement.

9.4 Any penalty imposed in terms of this clause 9 shall be set-off against the invoiced (vatable) amount (as declared in the Supplier's Tax Invoice) to which the penalty has attached, and the VAT payable by TNPA to the Service Provider shall be calculated on the invoiced amount, less the service-related penalty imposed.

9.5 Should the Contractor fail to carry out the activities, an amount of **R500.00** (Five Hundred Rand) penalty per day will apply for delay damages for completion of the whole of the whole works.

Thus signed by the Parties on the following dates and at the following places:

SIGNED for and on behalf of:	SIGNED for and on behalf of: Transnet SOC Ltd Operating Division Transnet National Ports Authority
Signature	Signature
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place: