

**SCHEDULE 1 – WORK ORDER NO TNPA/2022/02/0111/RFQ SCOPE OF SERVICES.
FOR THE PROVISION OF WEEDSPRAYING SERVICES AT BAYVUE RAILYARD AND OTHER AREAS
WITHIN THE PORT OF RICHARD BAY FOR A PERIOD OF THITY SIX (36) MONTHS**

With reference to the Master Agreement, Reference Number **TNPA/2022/02/0111/RFQ** [the **Agreement**] between Transnet SOC Ltd operating as Transnet National Ports Authority [**TNPA**] and [**Service Provider**] pursuant to which the Service Provider has agreed to the Services 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 SERVICES

1.1 The scope of the Services to be rendered are described more fully in the Annexure B referred to below:

- ☐ The scope of work covers the control of all vegetation by means of chemical herbicides and cutting of trees on the property of Transnet National Ports Authority, Port of Richards Bay as indicated in the Schedule of Quantities.
- ☐ The essence of the contract is that Transnet National Ports Authority, Port of Richards Bay requires the control of living vegetation and the management of dead remains of previously living vegetation. The extent require a service provider to treat areas in terms of the contract and ensure that are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities in the rail yard, or have the potential to damage equipment or facilities, on tracks, in yards or other areas included in the contract.
- ☐ The ways and means by which the above-mentioned results are obtained, are the responsibility of the Service provider. Transnet National Ports Authority, Port of Richards Bay, shall however have the right to monitor the materials and activities of the Service provider to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation.
- ☐ Failure to comply with the minimum performance proposed by the Service provider in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and / or termination or cancellation of the contract.
- ☐ The Service provider must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

2 DELIVERABLES AND COMPLETION DATE

The Deliverables, due for completion by thirty-six (36) months and governed by this Schedule 1, include:

2.1 See attached scope of work as **Annexure B**

3 REPRESENTATIVE'S

TNPA	
Designation	
Operating Division	
Address	
Cell Phone	
Telephone	
Fax	
Email	

Service Provider	
Designation	
Address	
Cell Phone	
Telephone	
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 on a monthly basis.

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 on Table 1 below:

No.	Location	Area (m ²)	Rate (Yr1)	Area (m ²)	Rate (Yr2)	Area (m ²)	Rate (Yr3)	Total Price
1.	Umhlatuze Yard	6468		6468		6468		
2.	Umhlatuze Links Line Triangle	37272		37272		37272		
3.	Moba lines	15428		15428		15428		

4.	Line 68,69,70 and 71	9144		9144		9144		
5.	Arrival Yard	62426		62426		62426		
6.	Departure Yard	125227		125227		125227		
7.	493 Lines (Silver Ocean Road)	13767		13767		13767		
8.	Rail Yard stacking area	3686		3686		3686		
9.	Open area between Moba lines and line 68	5200		5200		5200		
10	Five bridges (Manzamnyama, Both Tidal and Bridge by the Bayvue Access), 2279 Bridge and Coal Bridge	4320		4320		4320		
11	Truck staging Area Islands	6428		6428		6428		
12	Truck staging fence line	1750		1750		1750		
13	IVS Line	6000		6000		6000		
14	Civil/Electrical and Fender frame staking area behind Pioneer Center Building	4000		4000		4000		
15	TNPA/TPT fence line	4500		4500		4500		
16	TNPA Bounder fence line	5200		5200		5200		
17	Heritage Site Building	1100		1100		1100		
18	Pipe Yard (Civil Depot)	720		720		720		
19	Control Building	950		950		950		
20	Cutting of Trees	150 000		150 000		150 000		
21	Shunt 2	35000		35000		35000		
22	Grass cutting with the operators	36000		36000		36000		
22	Fender staking area	5760		5760		5760		
	TOTAL AMOUNT							

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Unconditional Discount(s)

Total Inclusive of VAT (where applicable)

5.2 Payment terms are subject to clause 4 [*Price 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.
- 6.3 Implementation of the Service Provider's Business Continuity measures will be more fully described in the SLA and monitored accordingly.

7. PENALTIES

7.1 TNPA shall be entitled to impose/levy penalties by not paying work that does not conform to a set level of monthly milestone, also in the event when the Service Provider does not comply with the quality standards and requirements stipulated in this Agreement. The Service Provider agrees to the imposition of such recourse and authorises TNPA to apply set-off as is contemplated in this clause 7.1.

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

- 7.2.1 be precluded from exercising its right to terminate the Agreement; and/or
- 7.2.2 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
- 7.2.3 be in anyway prevented from exercising any or all of its rights in terms of the agreement.

8. COMPLIANCE TO LABOUR AND ENVIRONMENTAL LAWS

8.1 The Service Provider shall comply with the following requirements from TNPA with regard to labour and environmental laws:

8.1.1 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;

8.1.2 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;

8.1.3 In the case where a Service Provider's employee is taking medication, the Service Provider 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.

- Random testing will be conducted by TNPA.
- Attendance of SHE meeting
- Every operator to have valid induction certification
- Valid Competency certificates for all operators

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

8.2.1 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 Service Provider.

8.2.3 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

9. CONTINUOUS IMPROVEMENT

9.1 The Service Provider shall immediately advise TNPA of any decision taken to discontinue or in any way change the provision of any services stipulated in this Agreement.

9.2 The Parties will jointly and continually investigate and search for opportunities to improve on specifications, technology, procedures and management of the services supplied in order to reduce TNPA's overall costs.

9.3 The representative(s) of the Service Provider as well as the TNPA Operations Contract Manager and other identified TNPA Staff shall conduct regular meetings. Such meetings will be scheduled by the TNPA Operations Contract Manager (OCM) where, amongst others, the following aspects shall be addressed:

9.4 problem solving and generating of savings ideas for implementation to reduce the total cost of the provision of this service as well as other services relating thereto;

9.5 considering and/or developing of savings ideas for implementation and specific reports submitted by either Party on aspects related to the operation, application, and management of the services as provided for in this Agreement;

9.6 discussion of all current aspects relating to the Agreement between the Parties. To this end the Parties in general undertake to take all steps to enhance the relationship between the Parties;

9.6.1 identification of cost saving and efficiency improvement opportunities, maintenance applications and operational practices;

9.6.2 development of initiative proposals;

- 9.6.3 obtaining buy-in from all users/stakeholders;
 - 9.6.4 implementation of cost savings initiatives / action plans;
 - 9.6.5 continuous measuring and benchmarking;
 - 9.6.6 quantification of savings (impact and cost);
 - 9.6.7 correction of deviations; and
 - 9.6.8 discussion of demand tendencies and fluctuations.
- 9.7 The meeting shall be coordinated by TNPA and TNPA shall keep proper minutes of the proceedings.
- 9.8 In the event of any disagreement between the Parties, the matter shall be dealt with in terms of the dispute resolution mechanisms as provided for in the Master Agreement.
- 9.9 The meeting type and frequency will be as follows:
- 9.10 Quarterly meetings (and extended members where needed) with a set agenda to address continuous improvement issues as indicated herein.
- 9.11 Monthly technical / operations meetings at TNPA's facilities, between the representatives from each Party.
- 9.12 The Parties agree that in the event that specifications/Service/Price needs to be amended due to the outcomes of the above-mentioned program or for any other reason, a formal amendment to the Agreement will be reduced to writing to formalise such changes.

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 as Transnet National Ports Authority
Signature	Signature
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place: