



SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	FOR THE APPOINTMENT OF ENVIROMENTAL ASSESSMENT PRACTITIONER (EAP) FOR A SCOPING AND ENVIRONMENTAL IMPACT ASSESSMENT (EIA) PROCESS AND ASSOCIATED SPECIALIST STUDIES FOR THE PROPOSED INSTALLATION OF A VERTICAL DIESEL STORAGE TANK AND DECOMMISSIONING OF EXISTING DIESEL TANKS AT TRANSNET FREIGHT RAIL (TFR) KOMATIPOORT DEPOT, MPUMALANGA PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS
SERVICE PROVIDER	
AGREEMENT NUMBER	ERACMV-PRC-42506
DURATION	THIRTY-SIX (36) MONTHS
COMMENCEMENT DATE	
EXPIRY DATE	

With reference to the Standard Terms and Conditions of Contract, Reference Number dated ("Contract") between Transnet SOC Ltd ("Transnet") and **ERACMV-PRC-42506** pursuant to which you have agreed to **For the appointment of environmental assessment practitioner (EAP) process and associated specialist studies for the proposed installation of a vertical diesel storage tank and decommissioning of existing diesel tanks at Transnet Freight Rail (TFR) Komatipoort depot , Mpumalanga province for a period of thirty-six (36) months** 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 service

The scope of goods/services to be provided/performed by is the **For the appointment of environmental assessment practitioner (EAP) process and associated specialist studies for the proposed installation of a vertical diesel storage tank and decommissioning of existing diesel tanks at Transnet Freight Rail (TFR) Komatipoort depot, Mpumalanga province for a period of thirty-six (36) months** service to be provided are as stipulated in clause 2 below.

2. Scope of Goods

2.1 Deliverables

Item No	Team Member (e.g. Senior EAP)	Hourly rate	Estimated hours to be spent as per the activities (in 9.6 of the scope of work)	Price
Details on man-hours				
1.	Cost of EAP to undertake the required approval processes			
2.	Cost of Specialist Study and themes requiring compliance statements identified in 9.4 of the scope of work			
3.	Cost of Additional Specialist Studies identified by EAP (Such costs must be indicated separately from that of already identified specialist study by Transnet).			
4.	Cost of EAP to undertake the required approval processes			
TOTAL PRICE, exclusive of VAT:				
VAT 15% (if applicable)				
Total Inclusive of VAT (where applicable)				

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

Transnet Contract Manager	
Designation	
Operating Division	
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/performance of the Service by Ltd pursuant to this Work Order, Transnet will pay to it an amount not exceeding (inclusive/exclusive VAT) over 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

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

Transnet

Addressee:

Transnet SOC Ltd

Attention : Group Legal Counsel

Physical Address:

138 Eloff Street

Braamfontein

Johannesburg

2000

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 Goods 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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