

## **SCHEDULE 1 – SCHEDULE OF REQUIREMENTS**

<b>DESCRIPTION</b>	<b>FOR THE PROVISION OF TECHNICAL, LEGAL AND COMMERCIAL ADVISORY SERVICES FOR THE LIQUIFIED NATURAL GAS (LNG) PROJECT IN THE PORT OF RICHARDS BAY</b>
<b>SERVICE PROVIDER</b>	<b>[XXX]</b>
<b>CONTRACT NUMBER</b>	<b>TNPA/2023/07/0014/37605/RFQ</b>
<b>DURATION</b>	<b>4 (FOUR) MONTHS</b>
<b>COMMENCEMENT DATE</b>	
<b>EXPIRY DATE</b>	

With reference to the Standard Terms and Conditions of Contract, Reference Number TNPA/2023/07/0014/37605/RFQ dated [XXX], ("Contract") between Transnet SOC Ltd ("Transnet") and [XXX] (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 technical, legal and commercial advisory services for the Liquefied Natural Gas (LNG) Project in the Port of Richards Bay. 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 technical, legal and commercial advisory services for the Liquefied Natural Gas (LNG) Project in the Port of Richards Bay for a period of 4 (four) months. The full scope of service is contained in the Scope of Work attached to the Request for Quotation document as Annexure A.

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

<b>Transnet Contract Manager</b>	
Designation	
Operating Division	Transnet National Ports Authority
Address	eMendi Building, N2 Neptune Road, Off Klub Road, Port of Ngqura, Port Elizabeth, 6100
Telephone	
Email	

<b>Service Provider's Account Manager</b>	
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 (including VAT) over the 4 (four) month period.

**IN WITNESS** of which this Schedule of Requirements has been duly executed by the parties.

**SIGNED** for and on behalf of

**[XXX]**

Signature.....

Name.....

Position.....

Date.....

**SIGNED** for and on behalf of

**Transnet SOC Ltd**

Signature.....

Name.....

Position.....

Date.....

**SIGNED** for and on behalf of

**Transnet SOC Ltd**

Signature.....

Name.....

Position.....

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:

Physical Address:

[insert]

Postal Address:

[insert]

email:

#### **Transnet**

Addressee:

Transnet SOC Ltd

Attention: TNPA Legal Counsel

Physical Address:

eMendi Administration Building  
N2 Neptune Road, Off Klub Road  
Port of Ngqura  
Port Elizabeth  
6012

Postal Address:

P.O. Box 1159  
Port Elizabeth  
South Africa  
6000

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*) .....  
.....  
.....

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: .....  
.....