

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

<b>DESCRIPTION</b>	<b>STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FOR THE PROVISION OF MAINTENANCE OF GYM EQUIPMENT AND PROVISION OF GYM INSTRUCTION SERVICE FOR TRANSNET NATIONAL PORTS AUTHORITY (TNPA), AT THE PORT OF CAPE TOWN FOR A PERIOD OF THIRTY-SIX (36).</b>
<b>SERVICE PROVIDER</b>	.....
<b>CONTRACT NUMBER</b>	<b>TNPA/2023/10/0029/45310/RFQ</b>
<b>DURATION</b>	<b>THIRTY-SIX (36) MONTHS</b>
<b>COMMENCEMENT DATE</b>	<b>TBA</b>
<b>EXPIRY DATE</b>	<b>TBA</b>

With reference to the Standard Terms and Conditions of Contract, Reference Number TNPA/2023/10/0029/45310/RFQ 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 the provision of maintenance of various gym equipment for a period of thirty-six (36) 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:

**SERVICE REQUIRED FROM MAINTENANCE GYM TECHNICIAN**

- Initial once off repair to treadmill and bikes
- Inspection and repairing of cable connections tension and tightening thereof
- Inspection and repairing of bolts, nuts and fastening thereof
- Servicing, lubrication & cleaning gym equipment
- Report and repair all faulty equipment upholstery
- Repair and replace snapped cables
- The service provider will be required to repair all faulty equipment on an ad-hoc basis, as per the inspection report. The service provider will be required to submit a quotation for faulty equipment before any work is carried out.

**SERVICE REQUIRED FROM GYM INSTRUCTOR**

- Work within a team environment to create, maintain and promote a clean, well-organised health club and a harmonious and happy environment where customers are happy to attend regularly.
- Initial once off repair to treadmill and bikes
- Provide and maintain excellent service and assist customers with general Health Club enquiries.
- Initial once off repair to treadmill and bikes

- Design and monitor effective individualised programs for clients. Safely instruct members through their personal program in a group during shift.
- Provide instruction to clients in techniques and equipment use in the Health Club.
- Monitor members' training by walking the gym floor and offering assistance. Provide motivation and positive feedback to clients using the facilities in the health club.

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

<b>Transnet Contract Manager</b>	Mpumzi Ntswane
Designation	Facilities Manager:
Operating Division	Transnet TNPA
Address	34 Southern Arm Road, Cape Town 8001
Telephone	N/A
Email	N/A

<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.

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

**SIGNED** for and on behalf of

\_\_\_\_\_

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:

Attention:

Physical Address:

Postal Address:

email:

\_\_\_\_\_

#### **Transnet**

Addressee:

Transnet SOC Ltd

Attention : Group Legal Counsel

Physical Address:

34 South Arm Road  
Cape Town  
8001

Postal Address:

P.O. Box 72501  
Parkview

email:

taetsi.matlhong@transnet.net

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: .....  
.....