

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

**DESCRIPTION FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) TO CONDUCT ANNUAL BIOFOULING MONITORING IN THE PORT OF RICHARDS BAY, PORT OF DURBAN [EASTERN REGION], PORT OF NGQURA, PORT OF PORT ELIZABETH [CENTRAL REGION], PORT OF MOSSEL BAY, PORT OF CAPE TOWN, AND PORT OF SALDAHNA [WESTERN REGION] FOR A PERIOD OF THREE (3) YEARS FOR TNPA**

**SERVICE PROVIDER** .....

**CONTRACT NUMBER**           **TNPA/2025/05/0011/95560/RFP**

**DURATION**                   **THREE (3) YEARS**

**COMMENCEMENT DATE** .....

**EXPIRY DATE** .....

With reference to the Standard Terms and Conditions of Contract, Reference Number **TNPA/2025/05/0011/95560/RFP** 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(s) is the for the appointment of a service provider(s) to conduct annual biofouling monitoring in the Port of Richards Bay, Port of Durban [Eastern Region], Port of Ngqura, Port of Port Elizabeth [Central Region], Port of Mossel Bay, Port of Cape Town, and Port of Saldanha [Western Region] for a period of three (3) years for TNPA. 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:

- Install monitoring tiles at determined locations at 7ports.
- Manage the monitoring to ensure accurate and reliable data management.
- Develop a comprehensive sampling plan for biofouling species identification and quantification (plan but not limited to research conducted by Loureiro et al 2021, and Holmes & Callaway, 2020 as these protocols are deemed effective and cost-efficient).
- Determine the appropriate sampling locations based on the port's characteristics, vessel traffic, and the expected variability of biofouling accumulation (as informed by but not limited to the designated hull cleaning berths) refer to Table 1 of the Scope of work (Annexure A)
- Analysing the collected samples to assess biofouling (Flora & fauna) levels, including identification of species & quantification.
- The service provider must be able to provide eDNA analysis for cryptogenic species.
- Review and analyse the Marine Baseline Studies that have been conducted in the various ports (The Marine Baseline Study executive summaries from the reports are provided in Annexure A – Marine Baseline Studies: Executive Summary.
- Conducting statistical analyses to compare biofouling levels for the duration of the monitoring.

- Preparing a comprehensive report summarizing the monitoring findings, including data analysis, graphical representations, key observations, and recommendations.
- Provide geospatial data in a format that is compatible with the ArcGIS Enterprise and provide the raw taxonomical data in excel.

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

| <b>Transnet Contract Manager</b> |                                                                                    |
|----------------------------------|------------------------------------------------------------------------------------|
| Designation                      | Enviro. Ops & Sustainability Manager - SHERQ                                       |
| Operating Division               | Transnet National Ports Authority                                                  |
| Address                          | eMendi Building, Neptune Road<br>Off Klub Road<br>Port of Ngqura, Gqeberha<br>6100 |
| Telephone                        | N/A                                                                                |
| 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 yearly as required by Transnet's Contract Manager.

### 5. Fees & Disbursements

5.1 In consideration of the performance of the Services by the Service Provider under this Work Order, Transnet will pay to it an amount not exceeding (to be confirmed) (excluding/including VAT) over the three (3) year period.

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

**SIGNED** for and on behalf of

**Xxxxxxxx**

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:

Xxxxxxx

Attention: Xxxxxxx

Physical Address:

101....

Midrand

1682

Postal Address:

101....

Midrand

1682

email:

[xxxxxxx@cccccccc](mailto:xxxxxxx@cccccccc)

#### **Transnet**

Addressee:

Transnet SOC Ltd

Attention: Group Legal Counsel

Physical Address:

eMendi Building, Neptune Road

Off Klub Road

Port of Ngqura, Gqberha

6100

Postal Address:

eMendi Building, Neptune Road

Off Klub Road

Port of Ngqura, Gqberha

email:

Either party may, by a notice given by this Schedule 1, change its address or email address for 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: .....  
.....