

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER PROVISION FOR THE DESLUDGING OF CONSERVANCY TANKS AND SEWER PUMP STATION ON AN "AS & WHEN" REQUIRED BASIS AROUND THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

SERVICE PROVIDER	
CONTRACT NUMBER	TNPA/2022/01/0044/RFQ
DURATION	THIRTY-SIX (36) MONTHS
COMMENCEMENT DATE	
EXPIRY DATE	

With reference to the Standard Terms and Conditions of Contract, Reference Number **TNPA/2022/01/0044/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 provision for the desludging of conservancy tanks and sewer pump station on an "as & when" required basis around the Port of Durban 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:

- Ensure the sewerage waste that is not decomposed by the anaerobic digestion will need to be removed from the tank.
- Conduct the Desludging of conservancy tanks and sewer pump station around the Port of Durban.

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

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 performance of the Goods by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding R (excluding VAT) over the 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

.....

Signature.....

Name.....

Position.....

Date.....

SIGNED for and on behalf of

**Transnet SOC Ltd trading through its
operating division Transnet National
Ports Authority**

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:

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.....
.....

Postal Address:

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.....
.....

email:

.....

Transnet

Addressee:

Transnet SOC Ltd

Attention: Group Legal Counsel

Physical Address:

Room 303, 3rd Floor
Durmarine Building
Quayside Road
Durban
4001

Postal Address:

P.O. Box 1027

Durban

email:

Khanyisile.Buthelezi@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:
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