



SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

| DESCRIPTION | STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR THE STEELWORK REPAIRS ON ISANDLWANA AT THE PORT OF EAST LONDON FOR A PERIOD OF SIX (6) MONTHS |
|-------------------|---|
| SERVICE PROVIDER | |
| CONTRACT NUMBER | |
| DURATION | SIX (6) 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 (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 services for the steelwork repairs on Isandlwana at the Port of East London, for a period of six (6) months. The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Goods/Services

2.1 Deliverables

The service provider shall deliver as per the Annexure: A, attached thereof:

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

| Transnet Contract Manager | Hlengiwe Mzimela |
|---------------------------|--------------------------------|
| Designation | Mechanical Engineer |
| Operating Division | TNPA-Dredging Sevices |
| Address | 10 Mahatma Gandhi Road, Durban |
| Telephone | 011 308 |
| Email | Hlengiwe.mzimela@transnet.net |

| 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 Services by the Service Provider pursuant |
|-----|--|
| | to this Work Order, Transnet will pay to it an amount not exceeding R |
| | (excluding/including VAT) over the six (6) month 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: | Addressee: | | | | |
| | Transnet SOC Ltd | | | | |
| Attention: | Attention : Group Legal Counsel | | | | |
| Physical Address: | Physical Address: | | | | |
| | | | | | |
| Postal Address: | | | | | |
| | Postal Address: | | | | |
| | | | | | |
| <u>email</u> : | email: | | | | |
| | | | | | |
| Either party may, by a notice given in accorda address for the purpose of this Schedule 1. | nce 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 (<i>name</i>) | | | | | |
| Of (address) | | | | | |

Undertake to Transnet SOC Ltd ("Transnet") that:

- 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
- 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 address: | | |