

SCHEDULE 1 – Work Order No

TNPA SLD309/09/2019

**THE PROVISION OF AN OIL SPILL RESPONSE AND CLEAN-UP SERVICE FOR
TRANSNET NATIONAL PORTS AUTHORITY (TNPA) AT THE PORT OF SALDANHA, FOR
A PERIOD OF 24 MONTHS**

With reference to the Master Agreement, Reference Number TNPA SLD309/09/2019 [the **Agreement**] between Transnet SOC Ltd operating as Transnet National Ports Authority [TNPA] and [the **Supplier**] pursuant to which the Supplier has agreed to the Services for and on behalf of TNPA subject to such Agreement, the defined terms in the Master Agreement will, unless otherwise indicated, have the same meaning in this Schedule 1.

In consideration of the mutual covenant and agreements contained in the Agreement and in this Schedule 1, it is agreed as follows:

1 DESCRIPTION OF THE GOODS

1.1 The scope of the Goods to be supplied is described more fully in the Annexures and Schedules referred to below:

- Annexure C –Bill of Quantities
- Annexure A – Scope of work

2 DELIVERABLES AND COMPLETION DATE

The Deliverables, due for completion by (date) and governed by this Schedule 1, include:

2.1 The scope of work covers the the provision of an oil spill response and clean-up service for Transnet National Ports Authority (TNPA) at the Port of Saldanha, for a period of 24 months as outlined on Annexure A – Scope of work.

3 REPRESENTATIVE'S

TNPA	Quentin Kordom
Designation	Manager SHE & Port Licencing
Address	Bayvue Centre Marine Drive

	Saldanha, 7395
Cell Phone	083 264 3390
Telephone	022 703 5449
Fax	022 703 5468
Email	Quentin.Kordom@transnet.net

Supplier	
Designation	
Address	
Cell Phone	
Telephone	
Fax	
Email	

4 ACCEPTANCE CRITERIA FOR DELIVERABLES

4.1 TNPA's Representative or his/her nominated delegate will sign off the authorisation approval for Deliverables as detailed above as and when the service is required.

5 PROJECT MANAGEMENT

5.1 The parties have agreed to the provision of an oil spill response and clean-up service (SOP's) attached hereto as Annexure A .

5.4 Project Management meetings will be held with a minimum frequency of quarterly at the Port of Saldanha, Environmental Department or as otherwise directed by TNPA.

5.5 The Service provider shall:

- a) ensure that representatives referred to above attend each and every meeting;

6 FEES AND DISBURSEMENTS

6.1 The Service Provider hereby agrees to perform the service for the term of the agreement as per the Bill of Quantities (Annexure C)

6.2 Expenses / disbursements will be reimbursed, subject to the provisions of clause 10 [*Fee Rates and Expenses*] of the Agreement hereto.

6.3 Payment terms are subject to clause 11 [*Invoicing and Payment*] of the Agreement hereto.

7. BUSINESS CONTINUITY PLAN

- 7.1 The Service Provider hereby agrees that it will ensure that it has adequate business continuity measures in place to avoid a disruption and mitigate risk to this Agreement in the event of an unforeseen incident.
- 7.2 In the event of an incident taking place which invokes TNPA's Business Continuity Plan, the Service Provider will implement its measures referred to in clause 7.1 above.
- 7.3 Implementation of the Service Provider's Business Continuity measures will be more fully described in the SLA and monitored accordingly

8. COMPLIANCE TO LABOUR AND ENVIRONMENTAL LAWS

- 8.1 The Service Provider shall comply with the following requirements from TNPA with regard to labour and environmental laws:

The Service Provider shall not permit any persons who are or who appear to be under the influence of intoxicating substances to enter or remain at the workplace;

- 8.1.1 No person at the workplace shall, be under the influence of, have in his or her possession or partake or offer any other person intoxicating substances;
- 8.1.2 In the case where a Supplier's employee is taking medication, the Supplier shall only allow such person to perform duties at the workplace if the side effects of such medication do not constitute a threat to the health and safety of the person concerned or any other persons at such workplace.

- Random testing will be conducted by TNPA.
- Attendance of SHE meeting
- Every operator to have valid induction certification
- Valid Competency certificates for all operators

- 8.2 Fuel and oil spillage shall be cleared by the Supplier in accordance with Environmental requirements, within 24 hours.

- 9.2.1 Should the Service Provider fail to do so, TNPA shall appoint an appropriate organisation to do so, and the cost shall be transferred to the Supplier.

- 9.2.3 In the Event that the Service Provider fails to comply with all applicable environmental legislation, the Supplier shall be liable for and bear all costs of making good any damage or harm caused by it to any person, area within the Terminal, public road, path or street, private or third party property, environment including but not limited to fauna and flora. The Service Provider indemnifies TNPA in respect of any damage or harm caused by the Supplier

9. CONTINUOUS IMPROVEMENT

- 9.1 The Service Provider shall immediately advise TNPA of any decision taken to discontinue or in any way change the provision of any services stipulated in this Agreement.
- 9.2 The Parties will jointly and continually investigate and search for opportunities to improve on specifications, technology, procedures and management of the services supplied in order to reduce TNPA's overall costs.

9.3 The representative(s) of the Service provider as well as the TNPA Commodity Manager and other identified TNPA Staff shall conduct regular meetings. Such meetings will be scheduled by the TNPA Commodity Manager where, amongst others, the following aspects shall be addressed:

- 9.3.1 problem solving and generating of savings ideas for implementation to reduce the total cost of the provision of this service as well as other services relating thereto;
- 9.3.2 considering and/or developing of savings ideas for implementation and specific reports submitted by either Party on aspects related to the operation, application, and management of the services as provided for in this Agreement;
- 9.3.3 discussion of all current aspects relating to the Agreement between the Parties. To this end the Parties in general undertake to take all steps to enhance the relationship between the Parties;
- 9.3.4 identification of cost saving and efficiency improvement opportunities, maintenance applications and operational practices;
- 9.3.5 development of initiative proposals;
- 9.3.6 obtaining buy-in from all users/stakeholders;
- 9.3.7 implementation of cost savings initiatives / action plans;
- 9.3.8 continuous measuring and benchmarking;
- 9.3.9 quantification of savings (impact and cost);
- 9.3.10 correction of deviations; and
- 9.3.11 discussion of demand tendencies and fluctuations.

9.4 The meeting shall be coordinated by TNPA and TNPA shall keep proper minutes of the proceedings.

9.5 In the event of any disagreement between the Parties, the matter shall be dealt with in terms of the dispute resolution mechanisms as provided for in the Master Agreement.

9.6 The meeting type and frequency will be as follows:

- 9.6.1 Quarterly meetings (and extended members where needed) with a set agenda to address continuous improvement issues as indicated herein.
- 9.6.2 Monthly technical / operations meetings at TNPA's facilities, between the representatives from each Party.

9.7 The Parties agree that in the event that specifications/Service/Price needs to be amended due to the outcomes of the above-mentioned program or for any other reason, a formal amendment to the Agreement will be reduced to writing to formalise such changes.

10. RETURN OF SURPLUS GOODS

10.1 TNPA may return any surplus goods within a reasonable period of time on the following conditions:

- 10.1.1 The surplus goods are in good condition;

10.1.2 TNPA shall pay the Supplier the fair and reasonable costs for the transport and administration of returning the surplus goods.

Thus signed by the Parties on the following dates and at the following places:

SIGNED for and on behalf of:	SIGNED for and on behalf of: Transnet SOC Ltd operating as Transnet National Ports Authority
Signature	Signature
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place: