

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

<b>DESCRIPTION</b>	<b>STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF INDEPENDENT REVIEW OF TRANSNET NATIONAL PORTS AUTHORITY TARIFF METHODOLOGY</b>
<b>SERVICE PROVIDER</b>	.....
<b>CONTRACT NUMBER</b>	<b>TNPA/2025/09/0035/106088/RFQ</b>
<b>COMMENCEMENT DATE</b>	
<b>EXPIRY DATE</b>	

With reference to the Standard Terms and Conditions of Contract, Reference Number TNPA/2025/09/0035/106088/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 independent review of Transnet National Ports Authority tariff methodology for a period of eight (8) months. The details for the services to be provided are as stipulated in clause 2 below.

**2. Scope of Services**

- Comprehensive assessment of the Required Revenue/ Rate of Return tariff methodology and components thereof. The full scope of work is attached hereto as **Annexure A.**

**2.1 Deliverables**

The service provider shall:

- Foundational Assessment & In-depth Analysis
- In-depth financial modelling and Strategic Recommendations
- Final Tariff Methodology Document
- Stakeholder Support
- The final deliverable should be an electronic report in Microsoft Word and PowerPoint format. All data used to interpret, and analysis must be submitted in Microsoft Excel format. It is expected that the report(s) must at a minimum contain information reflected under each activity.

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

<b>Transnet Contract Manager</b>	
Designation	Manager - Tariffs Regulation
Operating Division	Transnet National Ports Authority
Address	eMendi Building N2 Neptune Road, Off Klub Road Port of Ngqura Port Elizabeth
Telephone	
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 on a quarterly basis. The performance of the service provider will be managed by strictly adhering to the following key deliverables:

- Framework plan of delivery;
- Project plan from service provider with clear plan of: Achievement of milestones, timeframes and deliverables;
- Data collection methodology and approach;
- Data analysis;
- Establishment of a Steering Committee;
- Minutes of every meeting conducted towards the project;
- Weekly progress reports;
- Report on each project output;
- Project presentation(s) for stakeholder engagements;
- Internal and external workshops; and
- Final report as detailed in Scope of Works.

#### **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 0 000 000.00 (excluding/including VAT) over the eight month period.

5.2 Any disbursement not specifically priced for will not be considered/accepted by Transnet. Travel bookings must be made in line with the Transnet Travel Policy. The overall cost quoted shall be inclusive of all travel and accommodation costs that will be required to complete the scope of services in full. Accommodation and Flights shall be arranged at Government Rates (3 star accommodation) and Economy Class Flights and Basic Car Hire (Group B).

5.3 Disbursements will be reimbursed at cost price upon presentation of an undisputed invoice. Any disbursement invoiced that is not in line with aforementioned guidelines will not be accepted by Transnet for payment.

## 6. Payment Milestones

Transnet shall pay the Service Provider the amounts stipulated in the Purchase Order, subject to the terms and conditions of this Agreement and payment milestones completed. The payment milestones are reflected below:

Phase	Deliverable	Payment Milestone
<b>Phase 1:</b> Foundational Assessment & In-depth Analysis	Foundational Assessment & Analysis Report. This report will cover the comprehensive assessment of the tariff methodology and its components. It will include analysis of: <ul style="list-style-type: none"> <li>• The requirements and potential conflicts between the Ports Act and the ERT Act.</li> <li>• Appropriate asset valuation methodology.</li> <li>• Treatment of properties outside port limits.</li> <li>• The distinction and treatment of Capital Expenditure (Capex) and Capital Works in Progress (CWIP).</li> <li>• The impact of TNPA's impending corporate structure on the tariff methodology</li> </ul>	Acceptance of the Foundational Assessment & Analysis Report by TNPA.
<b>Phase 2:</b> In-depth financial modelling and Strategic Recommendations	This report will provide key findings and recommendations on the appropriate Tariff Methodology for TNPA. It will include: <ul style="list-style-type: none"> <li>• A proposed funding model for a port infrastructure utility</li> <li>• Appropriate levels of debt and cost of debt for an SOE.</li> <li>• Appropriate treatment of tax and wear and tear provisions.</li> <li>• Recommendations on the appropriate cost of equity approach.</li> <li>• An analysis of the User Pay Principle and PRSA's mandate to regulate the Real Estate Business.</li> <li>• How to handle unregulated revenues and private sector investments in the regulatory model.</li> </ul>	<ul style="list-style-type: none"> <li>• Acceptance of the Financial Model and Strategic Recommendations report by TNPA.</li> </ul>

<b>Phase 3:</b> Final Document	<ul style="list-style-type: none"> <li>Final Tariff Methodology Document, ready for implementation. The final deliverable should be an electronic report in Microsoft Word and PowerPoint format, with all data submitted in Microsoft Excel format.</li> </ul>	<ul style="list-style-type: none"> <li>Acceptance of the Final Tariff Methodology Document by TNPA.</li> </ul>
<b>Phase 4:</b> Stakeholder Support	<ul style="list-style-type: none"> <li>Includes providing support during the PRSA public consultation process (roadshows and responses to written comments).</li> <li>This phase will proceed according to the PRSA schedule and may not be sequential to the prior phases.</li> </ul>	<ul style="list-style-type: none"> <li>Support provided for the PRSA public consultation processes</li> </ul>

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

SIGNED for and on behalf of <b>Transnet SOC Ltd</b> duly authorised hereto	SIGNED for and on behalf of <b>Transnet SOC Ltd</b> duly authorised hereto	SIGNED for and on behalf of  duly authorised hereto
Registration Number 1990/000900/30	Registration Number 1990/000900/30	Registration Number 2020/862029/07
Signature:	Signature:	Signature:
Name:	Name:	Name:
Position:	Position:	Position:
Date:	Date:	Date:
Place:	Place:	Place:
AS WITNESS:  Signature:  Name:	AS WITNESS:  Signature:  Name:	AS WITNESS:  Signature:  Name:

## 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:

xxxxxxxxxxxxxx

xxxxxxxxxxxxxx

xxxxxxxxxxxxxx

##### Postal Address:

xxxxxxxxxxxxxx

xxxxxxxxxxxxxx

xxxxxxxxxxxxxx

##### email:

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

#### **Transnet**

##### Addressee:

Transnet SOC Ltd

Attention : Group Legal Counsel

##### Physical Address:

eMendi Building

N2 Neptune Road, Off Klub Road

Port of Ngqura

Port Elizabeth

6210

##### Postal Address:

P.O. Box 1159

Port Elizabeth

6000

##### email:

[xxxxxx@transnet.net](mailto:xxxxxx@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: ..... 2025

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 ..... 2025.

(*Signature*) .....

in the presence of:-

Witness name: .....

Witness Signature: .....

Witness address: .....  
.....