

TRANSNET SOC LTD

TENDER No. TNPA/2023/01/0014/20728/RFP
DESCRIPTION OF THE SERVICES: FEASIBILITY DESIGN FOR THE UPGRADE AND
DEEPENING OF MAYDON WHARF BERTHS 5-11 AND 15 IN THE PORT OF DURBAN.

ADDENDUM NO. 01

DATED 14 April 2023

The following information is furnished in addition to, in amplification and substitution of, matters contained in the tender documents issued in respect of the above-mentioned work.

1. Closing Date

The closing date of the tender has been extended to Monday 15 May 2023 via the online Transnet tender portal. The following documents have been replaced and superseded by the attached **Annexure A:**

- Cover Page
- Tender Notice and invitation page 2
- Tender Data page -C2.15 Closing date.

2. List of Returnable documents

The following have been included to the list of returnable documents.

- T2.2-11a: Proposed Sub-consultants
- T2.2-19a: Agreement in terms of Protection of Personal Information Act (POPIA) (refer to **Annexure B** for the update list and returnable)

3. Evaluation schedule:

WITNESSES:

Returnable **T2.2-02 Evaluation Schedule: Programme** - issued with the RFP is superseded and replaced in its entirety with attached **Annexure C-**Evaluation Schedule). -All reference to NEC ECC has been replaced with NEC PSC.

1.		
2.		TENDERER / CONTRACTOR
۷.		Date:
	NESSES:	
1,	Mphoyakaomphile Ngwenya	TRANSNET SOC-LTD- Vuyelwa Mabaso
2.	Shani Kleyn	Date: 14 04 12023



	FROM:
	DATE:
TO:	Transnet National Ports Authority 237 Mahatma Gandhi Road
	Durban, 4001
	(Attention Ms M Ngwenya— Email: <u>Mphoyakaomphile.Ngwenya@transnet.net</u>)
Dear Si	rs/ Madam
DESCR	R No. TNPA/2023/01/0014/20728/RFP RIPTION OF THE SERVICES FEASIBILITY DESIGN FOR THE UPGRADE AND NING OF MAYDON WHARF BERTHS 5-11 AND 15 IN THE PORT OF DURBAN
Receipt	of Addendum No. 01 dated 14 April 2023 is hereby acknowledged.
Kind reg	gards
TENDE	RER
NOTE: tender.	This acknowledgement must be signed and returned to this office on or before closing date of
TNPA/	2023/01/0014/20728/RFP



ANNEXURE A: UPDATED DOCUMENTS FOR CLOSING DATES

FORM: PRO-FAT-0325 Rev01



Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD** [Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: FEASIBILITY DESIGN FOR THE UPGRADE AND DEEPENING OF MAYDON WHARF BERTHS 5-11 AND 15 IN THE PORT OF DURBAN FOR A PERIOD OF 15 (FIFTEEN) MONTHS

RFP NUMBER

: TNPA/2023/01/0014/20728/RFP

ISSUE DATE

: 24 March 2023

COMPULSORY BRIEFING

: 31 March 2023 (10:00AM)

CLOSING DATE

: 25 April 2023 15 May 2023

CLOSING TIME

: 17h00

TENDER VALIDITY PERIOD

: 12 weeks from closing date

IN THE PORT OF DURBAN



Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified. 17h00 on 25 April 2023 15 May 2023 Tenderers must ensure that tenders are uploaded timeously onto the CLOSING DATE system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows: Log on to the Transnet eTenders management platform website

(https://transnetetenders.azurewebsites.net).

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not



C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender C2.15.1 offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

Mphoyakaomphile Ngwenya

- C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
- C.2.15 The closing time for submission of tender offers is:

Time: **17h00** on **25 April 2023 15 May 2023** Location: The Transnet e-Tender Submission Portal:

(https://transnetetenders.azurewebsites.net)

NO LATE TENDERS WILL BE ACCEPTED

- C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
- C.2.23 The tenderer is required to submit with his tender:
 - A valid Tax Clearance Certificate issued by the South African Revenue Services.
 <u>Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status</u>.
 - A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
 - Proof of registration on the Central Supplier Database;
 - 4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

Note: Refer to Section T2.1 for List of Returnable Documents

C3.11 The minimum number of evaluation points for functionality is **60**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

Tender Data CPM 2020 Rev 11

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Part 1: Tendering Procedures T1.2: Tender Data



ANNEXURE B: UPDATED DOCUMENTS FOR LIST OF RETURNABLE DOCUMENTS

FORM: PRO-FAT-0325 Rev01



T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 **Stage One: Eligibility Criteria Schedule -** Certificate of attendance for the Compulsory tender clarification meeting

2.1.2 Stage Two: these schedules will be utilised for Functionality evaluation purposes:

- T2.2-02 **Evaluation Schedule:** Programme
- T2.2-03 **Evaluation Schedule:** Qualifications and Experience of key persons
- T2.2-04 **Evaluation Schedule:** Health and Safety
- T2.2-04a Evaluation Schedule: Health and Safety Questionnaire
- T2.2-05 **Evaluation Schedule:** Company Previous experience
- T2.2-06 **Evaluation Schedule:** Approach Paper
- T2.2-07 **Evaluation Schedule:** Project Organogram

2.1.3 Returnable Schedules:

General:

- T2.2-08: Authority to submit tender
- T2.2-09: Record of addenda to tender documents
- T2.2-10: Letter of Good Standing
- T2.2-11: Risk Elements

T2.2-11a: Proposed Sub-consultants

Agreement and Commitment by Tenderer:

- T2.2-12: Non-Disclosure Agreement
- T2.2-13: RFP Declaration Form
- T2.2-14: RFP Breach of Law
- T2.2-15: Certificate of Acquaintance with Tender Document
- T2.2-16: Service Provider Integrity Pact
- T2.2-17: Supplier Code of Conduct
- T2.2-18: Compulsory Enterprise Questionnaire
- T2.2-19: Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

T2.2-19a: Agreement in terms of Protection of Personal Information Act (POPIA)

Bonds/Guarantees/Financial/Insurance:

- T2.2-20: Insurance provided by the Consultant
- T2.2-21: Form of Intent to provide a Performance Guarantee
- T2.2-22: Three (3) years audited financial statements

Transnet Vendor Registration Form:



T2.2-11a: Schedule of Proposed Sub-consultants

The tenderer is required to provide details of all the sub-consultants that will be utilised in the execution of the service.

Note to tenderers:

- 1.1 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-consulting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-consultant is an EME that has the capability and ability to execute the sub-consultant.
- 1.2 A person awarded a contract may not sub-consult more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-consulted to an EME that has the capability and ability to execute the sub-consulting.

Tenderer to note that after award, any deviations from this list of proposed subconsultants will be subject to acceptance by the Project Manager in terms of the **Conditions of Contract.**

Provide information of the Sub-consultants below:

Name of i	Proposed Isultant	Sub-	Ad	dress	Nature of we	ork	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	1	Rural/ derdeveloped as/ Township	VATARANC
	٥	0	o	0	О			

Name of cor	Proposed nsultant	Sub-	Ad	dress	Nature of wo	ork	Amount of Worked	ercentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities		Rural/ derdeveloped as/ Township	Military Veterans
		0	0	п	а		О	0
Name of Cor	Proposed nsultant	Sub-	Ad	dress	Nature of we	ork	Amount of Worked	ercentage of work

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Part T2: Returnable Schedules T2.2-11a: Schedule of Proposed Sub-consultants

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TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/01/0014/20728/RFP
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11 AND 15 IN THE PORT OF DURBAN



						D.mol/	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeve loped areas/ Townships	Military Veterans
		0		О	О	0	

Name of I cor	Proposed Isultant	Sub-	Addre	ess	Na	ature of work	Amount of Worked	Percentage of work
% Black Owned	ЕМЕ	QSE	Youth	Wom	en	Disabilities	Rural/ Underdeve loped areas/ Townships	Military Veterans
	П	а	0					a



T2.2-19 a Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

terms.

1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

2. PROTECTION OF PERSONAL INFORMATION

- The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA"): consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these

2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

YES	NO	

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on https://www.justice.gov.za/inforeg/, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed a	at	on this	day of		2021	
Name:						
Title:						
Signatur	re:					
			*************	(insert name	of Tenderer/Contractor)	
Authoris					(insert	name of
	r/Contractor) who warra					
AS WITN	NESSES:					
1.	Name:			Signature:		
					· · · · · · · · · · · · · · · · · · ·	
2.	Name:			Signature:		



ANNEXURE C: UPDATED DOCUMENTS FOR EVALUATION SCHEDULES

T2.2-02: Evaluation Schedule: Programme

Note to tenderers:

Programme

The Tenderer details the proposed programme below or refers to his proposed programme and

attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3

Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed a level 3 programme showing but not limited to the

following:

Ability to execute the works in terms of the Employer's requirements and within the

required timeframe indicating, in a logical sequence, the order and timing of the

construction that will take place in order to Provide the Works clearly indicating the

capacity & capability to achieve the dates stated in the Contract Data.

The Contractor indicates how he plans in achieving the following dates and clearly

demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC-

PSC Initiates starting date, access dates, key dates, planned Completion, Sectional

Completion Dates & Completion Date.

In addition, the Programme must clearly demonstrate adequate provisions for Time

Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer,

can be included in the activity duration and illustrated in the schedule in a code field or

as an attachment.

The Programme must clearly support and demonstrate alignment to the Approach

Paper as contained under T.2.2-07. In addition, annexed to the Programme, a basis of

schedule document is required, stipulating, but not limited to, underlying assumptions,

conditions, constraints, and approach to Providing the Works as detailed in the

Programme.

TENDER

Part T2: Returnable Schedules

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T2.2-02: Evaluation Schedule: Programme





Score				
15 Points				
	Ability to execute the works in	The Contractor indicates how	The Programme must	The Programme must clearly
	terms of the <i>Employer's</i>	he plans in achieving the	clearly demonstrate	support and demonstrate
	requirements and within the	following dates and clearly	adequate provisions for	alignment to the approach
	required timeframe indicating, in a	demonstrates them on the	Time Risk Allowance	paper as contained under
	logical sequence, the order and	schedule by complying with	(TRA). Time Risk	T.2.2-07. In addition,
	timing of the construction that will	Clause 31.2 of the NEC ECC-	Allowances are not float,	annexed to the Programme,
	take place to Provide the Works	PSC Initiates starting date,	are owned by the	a basis of schedule
	clearly indicating the capacity &	access dates, Key Dates,	Tenderer, can be included	document is required,
	capability to achieve the dates	planned Completion, Sectional	in the activity duration,	stipulating, but not limited
	stated in the Contract Data.	Completion Dates &	and illustrated in the	to, underlying assumptions,
		Completion Date.	schedule in a code field or	conditions, constraints, and
			as an attachment.	approach to Providing the
				works as detailed in the
				Programme.
	S	4	2	4
	The Tenderer has submitted no	The Tenderer has submitted	The Tenderer has	The Tenderer has submitted
Score 0	information to determine a score.	no information to determine a	submitted no information	no information to determine
		score.	to determine a score.	a score.
Score 20	The programme is not acceptable	The tenderer has addressed	The tenderer has not	No alignment between





	as it will not satisfy project	less than halve the date	demonstrated Time Risk	programme and approach
	objectives or requirements as per	requirements and the	Allowance (TRA).	paper.
	the scope of work. The tenderer	submission contains critical		
	has misunderstood the Scope of	logic and sequencing errors		
	Work and does not deal with the	which renders it unrealistic		
	critical aspects of the overall	/unachievable.		
	programme/Work Breakdown			
	Structure element in question as a			
	subset of the overall project.			
	The programme is generic, not	The tenderer has addressed	The tenderer has	Critical errors and or
	practical, and unrealistic. The	more than halve but not all	demonstrated inadequate	omissions in alignment
	tenderer has misunderstood certain	the date requirements	provision for Time Risk	between programme and
	aspects of the Scope of the Works	however, the submission still	Allowance (TRA) i.e., TRA	approach paper.
Score 40	and does not deal with the critical	has critical logic and	is insufficient and not	The basis of schedule
	aspects of the project/ Work	sequencing errors which	assigned to specific	documentation contains
	Breakdown Structure element in	renders it unrealistic	activities and/or critical	critical errors and as such
	question as a subset of the overall	/unachievable.	components of the scope	does not fully support the
	project.		which are known to be	programme model.
			subject to uncertainty.	
	 The Programme must be in 	The tenderer has addressed		Minor errors and or
Score 60	Microsoft Project/ Primavera	all date requirements		omissions in alignment
	software.	correctly, however still has		between programme and





PI _	Ine overall programme/ WBS	minor errors and omissions in	approach paper.	paper.
	element in question addresses	the logic and sequencing, but	The basis	The basis of schedule
	specific project objectives,	adequately dealt with the	document	documentation contains
	The programme/WBS element	overall project execution.	sufficient o	sufficient detail; minor errors
	in question is complete and		still exist h	still exist however critical
	sufficiently decomposed, as		aspects of	aspects of programme model
	demonstrated in the overall		are adequately	ıately
	project WBS which fully		substantiated.	ated.
	encompasses project/WBS		Submission	Submission contains the
	element scope as detailed but		minimum	minimum requirements as
	not limited to the Works		stipulated.	
	Information and Engineering			
	Specification;			
•	The programme/WBS element			
	in question is not adequately			
	predictive in that it contains			
	minor errors or omissions in			
	critical path/s.			
•	Activity duration estimates			
	demonstrate the fact that the			
	programme does not present			
	an accurate model of project			
	risk.			





 The programme/WBS element complies with some but not all the stipulations of NEC ECC-PSC Clause 31.2. The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to provision of the works, in line with the requirements of the Works Information and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution. The programme does not demonstrate the Contractor's understanding of the critical success factors and risks associated with provision of the works.
--





		The Programme must be in	The tenderer has addressed	Programme and approach
		Microsoft Project/ Primavera	all date requirements	paper are fully aligned, and
		software.	correctly and submission	submission contains no
	1	The overall programme/ WBS	contains logic and sequencing	critical errors or omissions.
		element in question addresses	which is accurate and renders	The basis of schedule
		specific project objectives.	the submission realistic and	documentation contains
		The programme/WBS element	achievable.	sufficient detail, no critical
		in question is complete and		errors, or omissions and as
		sufficiently decomposed, as		such fully supports the
		demonstrated in the overall		programme model.
		project WBS which fully		
Score 80		encompasses project/WBS		
		element scope as detailed but		
		not limited to the Works		
		Information and Engineering		
		Specification;		
	•	The programme/WBS element		
		in question is transparent in the		
		demonstration of its basis;		
	•	The programme/WBS element		
		in question is predictive in that		٠
		it provides meaningful critical		
		path/s and an accurate/realistic		



model of project risk, the latter	as demonstrated in activity	duration estimates;	 The programme/WBS element 	in question contains logic that is	horizontally and vertically	traceable;	 The programme/WBS element 	in question is usable, as it	allows for effective	management decision making	and action.	 The programme/WBS element 	complies with the stipulations of	NEC ECC PSC Clause 31.2.	 The programme/WBS element 	adequately demonstrates the	sequence, methodology,	resource allocations, critical	success factors, risks, and	underlying approach to	provision of the w <i>orks</i> , in line	with the requirements of the





	Works Information and			
	Engineering Specification, as			
	such adequately deals with the			
	critical characteristics of overall			
	project execution.			
	Besides meeting the above "80"	Besides meeting the above	The tenderer has	Besides meeting the above
	rating, the important issues are	"80" rating, the important	demonstrated adequate	"80" rating, the tenderer has
	approached in an innovative and	issues are approached in an	provision for Time Risk	exceeded the required
	efficient way.	innovative and efficient way.	Allowance (TRA) i.e., TRA	expectations.
Score 100			in sufficient quantities,	
			correctly assigned to	
			specific activities and/or	-
			critical components of the	
			scope which are known to	
			be subject to uncertainty.	