

STRICTLY PRIVATE AND CONFIDENTIAL

TRANSNET NATIONAL PORTS AUTHORITY

an operating division of

TRANSNET SOC Ltd

("TNPA")

**REQUEST FOR INFORMATION IN RESPECT OF THE
POSSIBLE APPOINTMENT OF A FACILITY OPERATOR
FOR THE REFURBISHMENT, FINANCE, OPERATION,
MAINTENANCE AND HAND BACK OF OFFSHORE MARINE
LOADING FACILITIES (SINGLE POINT MOORING AND
CONVENTIONAL BUOY MOORING) AT THE PORT OF
MOSSEL BAY.**

Reference Number	TNPA/2024/05/0025/65549/RFI
Issue Date	13 June 2024
Non-Compulsory Briefing Session	27 June 2024 @10h00
Requests for Clarification Close	29 July 2024
RFI Closing Date	13 August 2024 @16h00

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1. Disclaimer

- 1.1. While all reasonable care has been taken in preparing this Request For Information (RFI), the information has been prepared by Transnet National Ports Authority ("TNPA") in good faith, based on information obtained from various sources.
- 1.2. Neither TNPA nor any of its advisors accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated herein.
- 1.3. Save where expressly stipulated otherwise, no representation or warranty (whether express or implied) is or will be given by TNPA or any of its officers, employees, servants, agents, advisors or any other person connected to TNPA, in whatever manner with respect to the information or opinions contained in this RFI, or in relation to this RFI.
- 1.4. TNPA reserves the right to amend, modify or withdraw this RFI or any part of it, or to terminate or amend the plans of the issuing of an RFP for the proposed Offshore Marine Loading Facilities, hereinafter referred to as SPM and CBM at any time, without prior notice and without liability to compensate or reimburse any person pursuant to such amendment, modification, withdrawal or termination.
- 1.5. The terms and conditions set out in this RFI are stipulated for the express benefit of TNPA and, save as expressly stated to the contrary, may be waived at TNPA's sole discretion at any time.
- 1.6. TNPA reserves the right to use any part of the information and or proposals made by a Respondent in its RFI Response at any time and to include such information in any subsequent procurement documentation which may or may not be made available at any stage to any other persons responding to this RFI, without the obligation or liability to pay any compensation or reimbursement of any nature to any person pursuant to such adoption.

- 1.7. This RFI is provided solely for the purpose set out herein and is not intended to form any part or basis of any investment decisions by the Respondent, its shareholders, members or its lenders.
- 1.8. Each Respondent that accesses this RFI must make its own independent assessment of the information provided and seek additional advice (whether professional or otherwise) as it deems necessary.
- 1.9. No Respondent, its shareholders, members, contractors, suppliers or lenders shall have any claim against TNPA, its officers, employees, servants, agents or Transaction Advisors, under any circumstances whatsoever, arising out of any matter relating to this RFI , including where such claim is based on any act or omission by TNPA, or any of its officers, employees, servants, agents or Transaction Advisors of any nature whatsoever, or where such claim is based on the content of, or any omission from, this RFI of any nature whatsoever.

2. Definitions and Interpretation

In this RFI, except as otherwise defined herein, the following terms shall have the following meanings:

- 2.1 **"Ballast Discharge"** – means the discharge of ballast water from tankers into the marine environment;
- 2.2 **"Concession"** - the exclusive right proposed to be granted to a Facility Operator for the refurbishment, financing, operating, and maintenance of the marine loading facilities, that may be awarded by TNPA to the Preferred Bidder pursuant to an RFP;
- 2.3 **"Facility Operator"** – the party that concludes the Facility Operator Agreement with TNPA pursuant to an RFP process;
- 2.4 **"Facility Operator Agreement"** – the agreement to be concluded between TNPA and the Facility Operator in relation to the Concession, pursuant to section 56 of the National Ports Act;
- 2.5 **"Marine Loading Facilities"** - the off-shore cargo handling facilities referred to as the SPM (Single Point Mooring) and CBM (Conventional Buoy Mooring);
- 2.6 **"Act"** - the National Ports Act No. 12 of 2005;
- 2.7 **"Port"** - the Port of Mossel Bay;
- 2.8 **"Off-spec Discharge"** - means the discharge from tankers of various products which are not within specification;
- 2.9 **"Project"** - the planned project for the refurbishment, financing, operation and, maintenance of a Single Point Mooring and Conventional Buoy Mooring marine loading facilities;
- 2.10 **"Project Officer"** - the person appointed by TNPA as the project officer for the purpose of the administration of the process contemplated in this RFI;
- 2.11 **"Respondent"** - any entity or consortium that submits an RFI Response;
- 2.12 **"RFI"** – this request for information document to solicit information from the market relating to the Project;

- 2.13 **"RFI Response"** - the submission made by an entity or organization in response to this RFI, together with all necessary supporting documentation and the letter referred to in paragraph 7.4.1 below;
- 2.14 **"RFP"** - the request for proposals contemplated to be issued for the service providers that will refurbish, finance, operate, maintain and hand back the marine loading facilities.
- 2.15 **"SPM-CBM"** - means the Single Point Mooring and Conventional Buoy Mooring Marine Loading Facilities located within the Port limits of the Port of Mossel Bay.
- 2.16 **"Sites"** - the SPM and the CBM as defined in this RFI
- 2.17 **"TNPA"** - Transnet National Ports Authority, an operating division of Transnet;
- 2.22. **"Transaction Advisors"** – as may be appointed by Transnet or TNPA to assist with any further stages of the envisaged procurement program for the Concession.
- 2.23. **"Transnet"** – Transnet SOC Ltd, registration number 1990/000900/30, as incorporated pursuant to the Legal Succession to the South African Transport Services Act, 9 of 1980.

3. Introduction and Background

- 3.1 TNPA is established through the National Ports Act to be a ports authority and landlord, responsible for the safe, efficient and economic functioning of the national ports system, which it manages, controls and administers on behalf of the State.
- 3.1.1 Section 11 of the National Ports Act prescribes the core functions of TNPA, to include the following:
- 3.1.1.1 to plan, provide, maintain and improve port infrastructure;
 - 3.1.1.2 prepare and periodically update a port development framework plan for each port;
 - 3.1.1.3 to promote the use, improvement and development of ports and control land use within the ports, having the power to lease port land under conditions that it determines;
 - 3.1.1.4 to promote greater representation, in particular to increase participation in port operations of historically disadvantaged people; to provide or arrange marine-related services, i.e. pilotage services, tug assistance, berthing services, dredging and hydrographic services;
 - 3.1.1.5 to promote greater representation, in particular to increase participation in port operations of historically disadvantaged people; to provide or arrange marine-related services, i.e. pilotage services, tug assistance, berthing services, dredging and hydrographic services;
 - 3.1.1.6 to ensure that adequate, affordable and efficient port services and facilities are provided, including regulatory oversight of all port activities; and
 - 3.1.1.7 to provide aids to assist the navigation of vessels within port limits and along the coast.

- 3.1.2 At an operational level, TNPA occupies a strategic position in the country's transport and logistics chain, managing South Africa's eight (8) commercial seaports, namely Cape Town, Durban, East London, Mossel Bay, Ngqura, Port Elizabeth, Richards Bay and Saldanha Bay.
- 3.1.3 The ports under the control of the TNPA span approximately 2 800 kms the South African coastline. TNPA's asset base consists of port land, basic port infrastructure and marine fleet at all the eight commercial ports. TNPA manages port land of approximately 43,4 million m² and about 750 leases across the port system.
- 3.1.4 TNPA provides its services to port users, namely terminal operators, shipping lines, shipping agents, cargo owners and the clearing and forwarding industry.
- 3.1.5 TNPA also carries a distinctive feature of being self-sustaining, unlike most other landlord port authorities that rely on national or provincial governments for financial support.

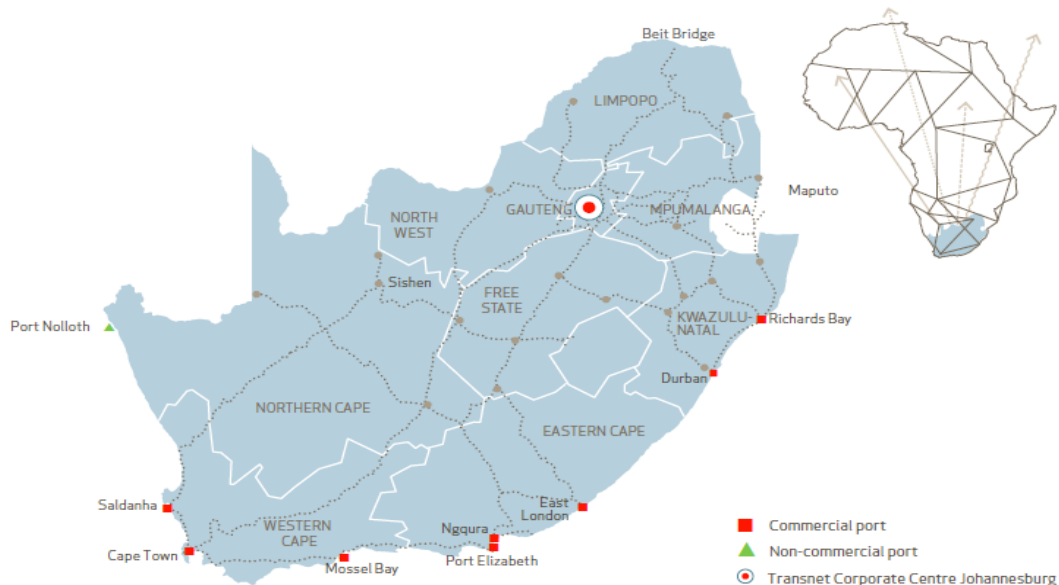


Figure 1: National Port System

3.2 Port of Mossel Bay Overview

- 3.2.1 The Port of Mossel Bay is the smallest of the eight (8) commercial ports along the South African coast but holds a special significance to South Africa's maritime history which dates as far back as 1488.
- 3.2.2 The port is situated halfway between Cape Town and Gqeberha, approximately 400km East of Cape Town at Latitude 34° 011' S and Longitude 22° 09' E;
- 3.2.3 With a rich history dating back to the 15th century, local and international tourists also enjoy a vast number of activities in and around the Port and the town of Mossel Bay. From boat cruises in the harbour to museum visits, water sports and a wide selection of restaurants - there is something for everyone to enjoy in the harbour and its surroundings.
- 3.2.4 The Port of Mossel Bay consists of different precincts that primarily focus on fishing, recreational, ship repair activities and cargo handling operations:

			
Quay Four	Vincent Jetty Incl. Quay 5	Lower-Level Wharf Incl. Quays 1,2 &3	CBM & SPM
<ul style="list-style-type: none"> Multi-Purpose Terminal Recreational Area Small Craft Mooring 	<ul style="list-style-type: none"> Fishing Ship Repair Facility (200t capacity) 	<ul style="list-style-type: none"> Fishing 	<ul style="list-style-type: none"> Offshore liquid bulk facilities Conventional Buoy Mooring (CBM) Single Point Mooring (SPM)

Figure 2: Port of Mossel Bay Precincts

- The Vincent Jetty Precinct focuses primarily on Maritime engineering activities mainly ship repair.
- The Low-level Wharf caters for Fish factories, fish shops, etc.

- The Conventional Buoy Mooring (CBM) & Single Point Mooring (SPM) is responsible for the handling of petroleum products.
- The Quay 4 Precinct Multi-purpose terminal caters for breakbulk cargo and oil and gas logistics and maritime commercial activities including marina, restaurants, and marine leisure activities.

3.2.5 It is the only South African Port that operates two offshore moorings. These mooring buoys service the petroleum industry via subsea pipelines connected to tank farm that is outside of port boundaries in Voorbaai.

3.2.6 Accessible by road and railway networks, the Port does not only serve as an essential link that connects the Western Cape industrial and consumer trade to national and global markets, but it has also established itself as an active harbour boasting a hive of activity on the Southern Cape coastline catering largely to the local commercial fishing and petroleum industries.

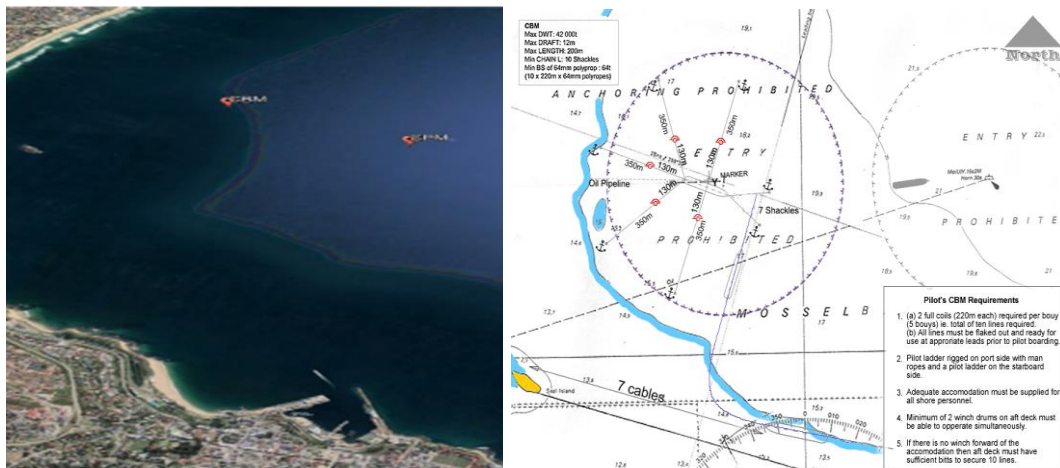


Figure 3: The Site, Offshore SPM and CBM

4. THE OFFSHORE MARINE LOADING FACILITIES (SPM/CBM) IN THE PORT OF MOSSEL BAY

- 4.1. The offshore Marine Loading facilities herein referred to as the SPM and CBM are located offshore of the Port of Mossel Bay and used for the discharging of petroleum and chemical products such as diesel, condensate and petrol.
- 4.2. Vessels call at the offshore mooring facilities to offload various products which are then pumped to and stored in tanks in Voorbaai via subsea pipelines.
- 4.3. The SPM and CBM have a throughput capacity of approximately 9 million kilolitres per annum through the Port of Mosselbay.
- 4.4. Salient features of the facilities:
 - 4.4.1. The SPM consists of one loading point used for offloading/loading of diesel, condensate, and petrol. The SPM is connected to a tank farm through 12 and 14-inch diameter subsea pipeline, which is owned by PetroSA, the current operator.
 - 4.4.2. The CBM consists of the one loading point which is primarily used for offloading/loading of chemicals but is occasionally used for offloading/loading diesel, condensate, and petrol. The CBM is connected to a tank farm by a 10inch diameter subsea pipeline, which is owned by PetroSA.
 - 4.4.3. The Offshore SPM plays a critical role of facilitating the importation of Condensate (light crude) to supplement local refining capacity. The SPM is also used to offload and onload finished petroleum products, which are much needed to drive the economy in the Southern Cape and surrounding areas.

- 4.5. It is in this context that the Port has decided to invite interested parties to participate in this RFI in order to solicit information from potential operators who would be interested in operating offshore Marine Loading Facilities.
- 4.6. Interested parties will be expected to submit detailed responses and indicate their expected investment in the facility as well as the required tenure to realise a return on investment.
- 4.7. Interested respondents should note that matters relating to the pipeline would be a subject of negotiation between the interested parties and the existing operator.
- 4.8. While entities who may wish to respond to the envisaged RFP are encouraged to submit an RFI response in respect of the Facility Operator for the SPM and CBM, the submission of an RFI Response is, however, not a compulsory requirement for responding to the RFP in future, should TNPA choose to proceed to the RFP process.

5. OBJECTIVES OF THE RFI

- 5.1. As stated above the objectives of this RFI is to establish the nature and extent of the market appetite from prospective Facility Operators to undertake the Project as outlined herein, and further to obtain specific information from Respondents.
 - 5.1.1. TNPA intends, through this RFI to:
 - 5.1.1.1. Have a better understanding of the Respondents' analysis of the market relevant to the Project;
 - 5.1.1.2. Refine the commercial assumptions for the Project and structure of the proposed RFP to ensure that it responds to market demand;
 - 5.1.1.3. Obtain information to better define the scope of the Project;
 - 5.1.1.4. Obtain information on how best to structure the Project/ transaction in the envisaged RFP in such a manner that it is responsive to market demand;

- 5.1.1.5. Understand the most appropriate risk allocation between the TNPA and the prospective Facility Operator in undertaking any of the Concessions outlined in this RFI;
- 5.1.2. TNPA encourages entities to submit bids in respect to this concession opportunity in the manner and form herein specified. The submission of an RFI response is not and will not be a compulsory requirement for responding to the RFP in future.
- 5.1.3. The Respondent to identify operational challenges to the provision of safe and efficient Liquid bulk operations from the offshore SPM and CBM Facilities and provide potential solutions to these challenges.

6. INFORMATION TO BE PROVIDED BY THE RESPONDENT IN ITS RFI RESPONSE

6.1. General Respondents request:

The RFI Response submitted should be as comprehensive as possible and include the information requested below and any supporting documentation in respect thereof.

- 6.1.1. Respondents should provide:
- 6.1.2. The name of the Respondent, and its registration details.
- 6.1.3. The name and contact details of the person appointed by the Respondent as its representative in the event that the Project Officer wishes to engage with the Respondent on any aspect of the RFI or the RFI Response.

6.2. Information on the commercial aspects of the proposed concession

6.2.1. Market analysis and demand forecast:

- 6.2.1.1. What is the Respondents market analysis and vessel forecasts (by type and size) for the SPM/CBM Facilities including the percentage split? (Respondents are encouraged to provide supporting documentation to substantiate the information provided).

6.2.2. Information on estimated cost and magnitude of investment:

6.2.2.1. The Respondent may, as part of the Project and its obligations in terms of the Facility Operator Agreement, be required to refurbish, finance, operate and maintain the existing SPM/CBM Facilities, and based on this TNPA requires the respondent to provide information on:

6.2.2.2. What would be the Respondent's estimated capital investment for the project.

6.2.3. Information on the Appropriate Tenure:

6.2.3.1. Based on the above, what would be the reasonable tenure for the Concession. (Respondents are to provide supporting documentation to substantiate the information provided).

6.2.4. Information on the Timing or phasing of investment:

6.2.4.1. What would be the Respondent's estimated optimal phasing/timing of the investments required, to achieve maximum capacity and operational efficiency?

6.2.5. Information on the Timing in relation to the Project:

6.2.5.1. How much time, in your consideration, would a bidder require -

6.2.5.1.1. to prepare a bid in response to the planned RFP, considering any due diligence that a bidder might need to carry out.

6.2.5.1.2. to finalise the Preferred Bidder's governance, financial and contractual arrangements, to conclude the transaction agreements required to achieve commercial and financial close.

6.2.5.1.3. What is the current or anticipated project debt or equity funding;

6.2.5.1.4. Its anticipated critical path between Financial Close and commercial operation date for the Project;

6.2.6. Information on Landside Infrastructure;

- 6.2.6.1. Details of landside infrastructure, and utilities (including buildings) required to support the SPM/CBM operations. Where possible, include capacities and/or physical parameters of the required infrastructure.

6.3. Information on Experience and Transformation initiatives:

6.3.1. Information on capabilities and experience:

- 6.3.1.1. What is the Respondents capability and experience with refurbishment, financing, operation, maintenance of a Facility of this nature? (Operating a similar facility elsewhere and number of years). Respondents are encouraged to provide supporting documentation to substantiate the information provided.

7. FORMAT AND SUBMISSION OF RFI RESPONSES

7.1. Submission of RFI Responses

- 7.1.1. The RFI Responses must be submitted to TNPA by no later than **13 August 2024 at 16:00 CAT.**
- 7.1.2. All costs incurred by a Respondent in connection with this RFI and the preparation of its RFI Response shall be borne by the Respondent;
- 7.1.3. The Respondent will not have to pay any monies in order to submit an RFI Response in accordance with this RFI;
- 7.1.4. The Respondent is encouraged to submit any additional information that, in its view, would assist TNPA in the further development of the Project;
- 7.1.5. Submitted in latest version of Microsoft PDF;
- 7.1.6. Properly indexed, readable and capable of being opened;
- 7.1.7. 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; and

7.1.8. Respondents are to upload their RFI response proposals onto the Transnet system against each RFI selected;

7.1.9. The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net) Please use Google Chrome to access Transnet link/site);
 - 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.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

7.2. **Format of RFI Responses**

7.2.1. The Respondent is requested to complete the RFI Response and provide all the information required in terms of this RFI.

7.2.2. All pages should be numbered consecutively from beginning to end and there should be a detailed index to the entire RFI Response.

7.2.3. The RFI Response can be contained in more than one document and with annexures as the Respondent may consider appropriate to provide the information requested in this RFI. All of the documents comprising the RFI Response must be visible from the index to the RFI.

7.3. **Language of the RFI Response**

7.3.1. The RFI Response and all documents forming part of it shall be in English.

- 7.3.2. Any printed literature submitted with an RFI Response may be in another language so long as it is accompanied by an English translation (made by an accredited translator) of the entire document.
- 7.3.3. For the purpose of interpretation of the RFI Response, TNPA will rely on the English translation provided.
- 7.3.4. All correspondence and any other documentation and oral communication exchanged between the Respondent and TNPA shall be in English.

7.4. Signing of the RFI Response

- 7.4.1. The Respondent is requested to provide a cover letter and company profile with its RFI Response.

7.5. Further Information

- 7.5.1. TNPA reserves the right to seek additional information from the Respondent regarding its RFI Response, as it may, in its sole discretion, determine, whether such information has been requested under this Document or otherwise, and may request the Respondent to present supplementary information, in respect of its RFI Response.
- 7.5.2. The Respondent may, following the submission of an RFI Response, be requested to engage with TNPA and / or other relevant government stakeholders to discuss matters relevant to its RFI Response. Any meetings will take place via MS Teams, unless otherwise arranged.

8. CONTACT WITH THE PROJECT OFFICER

- 8.1. After the submission of its RFI Response, the Respondent may only communicate with TNPA through the appointed representative of the Respondent and TNPA shall be entitled, at its sole discretion, to disregard any communication from the Respondent, that does not come from such contact person, and that does not go directly to the Project Officer. Once the Respondent has been issued with a unique identification number this is to be used in all communications with TNPA.
- 8.2. Where engagement is required with the Respondent as contemplated in paragraph 6.1.3 above, other representatives of TNPA and the Respondent will be requested to be available for such engagement.

9. FORMAL BRIEFING

- 9.1. A non-compulsory briefing session meeting will be conducted via Microsoft Teams on **27 June 2024** @10h00. Interested parties will be able to join the briefing session by using provided link; and

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 372 246 158 790

Passcode: wzNYS5

10. REQUESTS AND CLARIFICATIONS

- 10.1. The Respondent may request clarification on any item contained in this RFI by not later than **29 July 2024**;
- 10.2. All queries and requests for clarification in respect of this RFI must be addressed to the Project Officer and emailed to MSB-SPM-CBM-MLFRFI@TRANSNET.NET
- 10.3. TNPA will endeavour in good faith to respond to all reasonable written queries and requests for clarification raised by the Respondent.

11. CONFIDENTIALITY

- 11.1. The information contained in this RFI is confidential and proprietary to TNPA. In accepting this RFI, "suppliers", "service provider" and/or "Agents" agree to the following conditions under applicable legislation:
- 11.1.1. Each party recognises and agrees that the Confidential Information has been compiled, created, and maintained by special effort and expense of the other party;
- 11.1.2. Each party recognises and agrees that disclosing or disseminating Confidential Information to a third party will have a materially adverse effect on the other party and agrees not to disclose or disseminate the Confidential Information to any third party. Except as necessary to perform its obligations hereunder;

- 11.1.3. Each party shall not use, reproduce, or draw upon the Confidential Information or circulate it within its own organization;
- 11.1.4. Each party shall provide notice to the other party of any demand made upon it under lawful process to disclose or provide the other party's Confidential Information;
- 11.1.5. Each party agrees to co-operate with the other party if it elects to seek reasonable protective arrangements or oppose such disclosure, at the expense of the party that is seeking the protective arrangements or opposing the disclosure; and
- 11.1.6. Any Confidential Information disclosed pursuant to such lawful process shall continue to be Confidential Information, the access to such Confidential Information shall be limited to those persons:
- 11.1.6.1. only with a need to review such information for the purposes for which the disclosure was required; and
 - 11.1.6.2. who agree in writing to keep the Confidential Information confidential.

12. OFFERING OF COMMISSION OR GRATUITY

- 12.1. If a Respondent, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any person in the employ of TNPA, any commission, gratuity, gift or other consideration, TNPA shall have the right and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the RFI Respondent from further participation in this process and any other subsequent processes in this regard; and
- 12.2. In such an event, the Respondent will be responsible for all and any loss that TNPA may suffer as a result thereof. In addition, TNPA reserves the right to exclude such a Respondent from future business with TNPA.