

PROJECT SPECIFICATIONS

PROVISION OF ENVIRONMENTAL POLLUTION RESPONSE SERVICES FOR THE PORT OF MOSSEL BAY FOR A PERIOD OF THIRTY SIX (36) MONTHS

1. Scope

- 1.1** This specification document covers the provision of Environmental Pollution Response Services for Transnet National Ports Authority, Port of Mossel Bay for a period of thirty-six (36) months.

2. Background

- 2.1** Oil spills may have adverse effects on various marine and coastal resources, both natural and socio-economic. The Port of Mossel Bay has a responsibility to protect the marine environment or were occurring within the Port and its associated waters, through the initiative of rapid and effective oil spill response. The Port of Mossel Bay therefore requires the services of a competent Service Provider to ensure that sufficient measures for the area under its jurisdiction are provided for within reasonable timelines in the event of an oil spill.

3. Port of Mossel Bay Environment

- 3.1** The Port of Mossel Bay is situated along the southern coastline of South Africa. The Port covers a land and sea surface of approximately 2.5 hectares land with maximum water depths of 8 meters within the port. The port also owns two offshore facilities in the bay utilized by PetroSA for petroleum cargo operations. The port limits in the bay covers an area from Cape St. Blaize lighthouse to the Klein brak river mouth up to the high-water marks along the coast. Mossel Bay is an ecologically sensitive area with sea life and a birds breeding area, a well-known water sports holiday resort with caravan parks and residential areas.

Priorities for Environmental protection are High due it's:

- **Ecological Importance:** Various Benthic Macro fauna
- **Recreational Importance:** Yacht clubs; slipways; restaurants; Water sports;
- **Commercial Importance:** - Fish factories; Port Work activities; and
- **Heritage Importance:** - Various walls and buildings including water side walls.

4. Definitions

- 4.1 Tier 1 Oil Spill:** Response where the containment, clean up and rescue of contaminated fauna can be dealt with within the boundaries of the Port by TNPA and its appointed service providers using equipment and personnel located within the proximity of the Port.
- 4.2 Response time:** The ability of the contractor to react, mobilize resources, and commence combating the Tier 1 Oil Spill within 30 minutes from the time of initial notification. This also applies to both shore based and offshore oil spillages.
- 4.3 Pollution Response Resources:** Those resources required and/or identified to combat a Tier 1 Oil Spill that occurred within the Port limits. This would include equipment and human resources.

5. Scope of Services

- 5.1** Transnet National Ports Authority, Port of Mossel Bay (The Port) has a responsibility to respond to and have adequate facilities for environmental pollution response services in place. The Port of Mossel Bay requires the services of a competent service provider to ensure that sufficient environmental pollution response contingency measures for the area under its jurisdiction are provided for within reasonable stipulated timelines in the event of any environmental pollution.

The Port requires the services of a contractor to be situated within Mossel Bay with a response time of approximately 30 minutes in which the necessary resources must be deployed. The service provider should immediately mobilize the necessary resources and equipment and ensure the clean-up, containment and prevention of further spread of the contaminant, as and when called to respond by a Port Representative as listed in schedule B. The cleaning of pollutants include the following but not limited to:

- **Sea-based pollution** that could emanate from shipping activities within the port limits,
- **Land – based pollution** that could emanate from any Port operations,,
- **Annual pollution response exercises/drills** to be conducted in the form of simulations, which must involve TNPA, will have to be provided for within the service request. Simulation to be recorded and report submitted to the Port within five (5) days of simulation exercise,
- **Pollution prevention and response training** to enable the Port to provide basic response in the event of an incident, and
- **Detailed incident reports** have to be completed with all relevant information and provided to the Port within forty eight (48) hours (2 days).

The Port of Mossel Bay requires the following services to be rendered as effectively and efficiently in line with regulatory requirements and International Best Practices, in order to protect the environment:

- The clean-up of hydrocarbon solvents, substances, fuels and oils, including oily products related to marine operations, within the marine environment and on land;

- The clean-up will include the containment, collection and safe disposal of any spilled substances from the environment in the safest, most effective and efficient manner;
- The clean-up will include spillages on beaches, rocky shores and manmade within port limits;
- Priority should be given to the protection of the environment therefore clean-up of pollutants should be done before it reaches the shore; ;
- **No dispersants may be used without the written consent of Department of Environmental Affairs (DEA) – Coasts and Oceans Division;**
- The Service provider should ensure that he/she always has the necessary permission to access the affected area (on/off shore) to assess, investigate and to clean up the spill;
- The Service provider must ensure that there is alignment of their oil spill contingency plan with TNPA Oil Spill Contingency Plan;
- The Service provider must ensure that all pollution control equipment will at all times be operational and maintained in a good state of repair according to the manufacturers guidelines; and
- The Service provider must ensure that all the personnel and equipment used for the provision of the services shall be sufficient in number and competency.
- The provision of ad-hoc services to remove and dispose of dead animals, inclusive of both sea and land based animals.

6. Specific Requirements

The respondents are requested to submit the following:

- 6.1** A comprehensive risk assessment for the services to be rendered;
- 6.2** List of resources including but not limited to:
 - Human resources and
 - Equipment/materials to be used to deal with a Tier 1 level oil spill in the Port. Any other specialised equipment available or access to specialised equipment;
- 6.3** Any permits or certificates for equipment relevant to the service;
- 6.4** Pollution clean-up procedures and methodologies;
- 6.5** Proof of experience in clean-up of spillages (experience in marine environment preferred);
- 6.6** Competency certificates for the pollution response team members; and
- 6.7** Full estimated cost break-down for services to be rendered, including call out fees, normal and after hour rates, etc.

7. Hazardous Materials

- 7.1** It is essential that the Service Provider is familiar with all the hazardous substances or materials which the Port of Mossel Bay deal with in order to provide appropriate and effective neutralizing and absorbent materials to deal with such spillages. The hazardous materials are those set forth in Schedule A hereto.
- 7.2** Should the Port at any time in the duration of this agreement, extend its operations so as to deal with other hazardous materials which are not specified in schedule "A" hereto, the Port undertakes to notify the service provider in advance of such materials.

8. Call for services

- 8.1** The service provider's services will be provided at Port of Mossel Bay as well as to any other site at which the service provider is directed by the Port in order to deal with a spillage incident.
- 8.2** Call-outs of the service provider, as part of the National Oil Spill Contingency Plan will be included, provided the call-out was sanctioned by designated Port of Mossel Bay personnel as outlined in schedule B.
- 8.1** The service provider shall react immediately to any call made by approved or designated Port of Mossel Bay personnel for its services, which it will render with such swiftness as may be reasonably expected having regards to distance, terrain and other logistics. Expected response time for initial personnel to reach the incident scene is within 30 minutes of receiving call or notification.

9. Responsible Persons

- 9.1** The service provider shall provide a list of names and telephone numbers of personnel with whom the Port of Mossel Bay may communicate.
- 9.2** The responsible persons from the Port of Mossel Bay with whom the service provider may communicate in relation to any services to be rendered, is listed in Schedule B.
- 9.3** The service provider and Port of Mossel Bay undertake to inform each other promptly, of any changes to their respective list of responsible persons.

10. Cost and Charges

- 10.1** The service provider must submit the costs to provide the service as per attached schedule D-F. Any cost or charges in addition to schedules D-F

that the service provider would like to raise must be clearly detailed and listed.

- 10.2** After completion of the authorized spill clean-up operation, or bioremediation, the service provider will submit a fully detailed invoice to the Port of Mossel Bay for the work which was accomplished including waste disposal certificates where appropriate, and with it, a detailed incident report as per the Port's requirements.
- 10.3** In the event of an authorized response to a spill incident the service provider must invoice the Port of Mossel Bay who will then recover the cost from the polluter.
- 10.4** The volume of spilled substance must be verified by the designated Port of Mossel Bay Officer.
- 10.5 Charges must be levied according to the volume of the spillage.**
- 10.1 Strictly no retainer fee should be calculated in your quote.**

11. Transnet National Ports Authority, Port of Mossel Bay Equipment

- 11.1** If any of the Port's equipment is used during an incident, the service provider will pay for the use and damages incurred to the equipment at the applicable rates stipulated in the TNPA Tariff Book, or approved specialist and as agreed.
- 11.2** For work carried out directly for the Port, no charge for the Port's equipment will be made.
- 11.3** The equipment is to be returned to the Port in the same condition as it is received and the service provider will be responsible for the costs involved for cleaning of the equipment and any repairs, where required.

12. Disposal Certificates and Material Safety Data Sheets (MSDS)

- 12.1** The disposal of any material may only be disposed of in the appropriate waste disposal site, which must be registered and licenced as such. A safe

disposal certificate from the disposal facility must accompany the invoice when submitted for payment. The service provider needs to ensure that the waste contractor used to collect and dispose the contaminated material is a licenced operator with the Port of Mossel Bay.

- 12.2** Material Safety Data Sheets must be available for all products to be used by the service provider beforehand.

13. Waste Management

- 13.1** The Service Provider shall co-ordinate and arrange that all waste are safely disposed at an approved disposal facility.
- 13.2** If the Service Provider is unable to provide for the collection and disposal, and needs to sub-contract, the sub-contractor must be a TNPA licenced Waste Disposal Operator as per the requirements of the National Ports Act 2005 (Act No. 12 of 2005).
- 13.3** Safe disposal certificates to be provided to TNPA for all the waste removed after each occurrence.

14. Transnet National Ports Authority, Port of Mossel Bay Equipment

- 14.1** If any of the Port's equipment is used during an incident, the service provider will pay for the use and damages incurred to the equipment at the applicable rates stipulated in the TNPA Tariff Book, or approved specialist and as agreed.
- 14.2** For work carried out directly for the Port, no charge for the Port's equipment will be made.
- 14.3** The equipment is to be returned to the Port in the same condition as it is received and the service provider will be responsible for the costs involved for cleaning of the equipment and any repairs, where required.

15. Regulatory

- 15.1** The service provider shall acquaint himself/herself with the requirements of the various acts as listed, but not limited to, in Schedule C.

16. Equipment

- 16.1** A list of oil spill containment and recovery equipment and materials must be made available to TNPA on the start of the contract.
- 16.2** The service provider must ensure that all oil spill containment and recovery equipment is at all times in working order and maintained in a good state of repair according to the manufactures guidelines.
- 16.3** Response boat needs to have the necessary SAMSA certification and be deemed seaworthy and efficient for the execution of the service.
- 16.4** The list must be reviewed on a monthly basis, updated, if required and submitted to the TNPA.

17. Training and Drills

- 17.1** The service provider will form part of the Annual Oil Pollution exercises/drills, which will be coordinated by TNPA.
- 17.2** The service provider will provide evidence that bi-annual internal drills or exercises are carried out.
- 17.3** The service provider needs to ensure that the necessary equipment is made available for live simulations.
- 17.4** The service provider to assist with Pollution Response training and awareness sessions for TNPA employees.

18. Duration

- 18.1** The duration of the service will be for a period of thirty six (36) months.

19. Cancellation

19.1 This contract may be cancelled by giving at least six (6) months written notice to the Port of Mossel Bay.

20. Professional fees

20.1 The service provider **shall not** report to any regulatory body or government department on the nature, status and/or outcome of any incident. All such request will be forwarded to the Port of Mossel Bay of which a formal response will be provided.

21. Communication with media

21.1 The service provider and its employees and suppliers shall at no given time, talk or give statements to the media about anything relating to an incident, whether it has just occurred or historic incidents. The service provider shall direct the media to the Port of Mossel Bay, who will designate a spokesperson accordingly.

SCHEDULE A

SCHEDULE OF HAZARDOUS PRODUCTS COVERED BY THIS AGREEMENT

The following common hazardous products have been identified, but is not limited to:

1. DIESEL, KEROSENE, PETROL
2. MARINE FUEL OILS
3. LUBRICANTS
4. HYDROCARBONS
5. CRUDE OIL

SCHEDULE B

CONTACT LIST OF TNPA STAFF INVOLVED IN CLEAN UP OF OIL SPILLS:

DESIGNATION	NAME	CONTACT NUMBER/S	AUTHORITY TO AUTHORISE RESPONSE
Port Manager	Captain Vania Cloete	044 604 6304 083 980 2079	Yes
Harbour Master	Captain Gideon Basson	044 604 6317	Yes
SHE Manager	Zandisile Ngundze	044 6046 241 066 125 8341	Yes
Port Control	Port Controller	044 604 6271	Yes

SCHEDULE C

LIST OF APPLICABLE LEGISLATION

1. National Environmental Management Act , Act 107 of 1998.
2. Prevention and Combating of Pollution of the Sea by Oil Act, Act No 6 of 1981 and Prevention and Combating of Pollution of the Sea by Oil Amendment Act, 1990.
3. Marine Pollution (Control and Civil Liability) Act, Act No 6 of 1981
4. South African Maritime Safety Authority Act, Act No 5 of 1998
5. National Ports Act, Act No 12 of 2005
6. National Environmental Management Waste Act, Act No 59 of 2008
7. Please refer to the Port of Mossel Bay SHE Legal Register, for relevant safety, health and environmental legislation, standards and procedures TNPA abide by.
8. The Port will arrange access to or make available relevant and required International Protocols, Agreements and Conventions to the appointed service provider.
9. The Port is an international business entity and for that reason, any service provider appointed by or mandated to do work on behalf of the Port will have to abide by all applicable legislation and standards.

CONVENTIONS SOUTH AFRICA RATIFIED OR ACCEDED WHICH ARE RELEVANT TO TRANSNET NATIONAL PORTS AUTHORITY

Multilateral agreements and treaties to which South Africa is party and are relevant for TNPA include the following:

- United Nations Convention on the Law of the Sea (UNLOS) 1982 – *SA incorporation: Maritime Zones Act (Act 15 of 1994)*
- Convention on the International Maritime Organization, 6 March 1948 (Geneva)
- Convention on the Territorial Sea and Contiguous Zone, 29 April 1958 (Geneva) – *SA incorporation: Sea Shore Act 21 (1935) and Maritime Zones Act (Act 15 of 1994)-*
- Convention on the Continental Shelf, 29 April 1958 (Geneva) –*Incorporated through different acts*
- International Convention for the Conservation of Atlantic Tunas, 14 May 1966 (Rio de Janeiro)
- International Convention on Civil Liability for Oil Pollution Damage, 29 November 1969 (Brussels) – *SA incorporation: Marine Pollution (Control and Civil Liability) Act 6 (1981)*
- International Convention Relating to Intervention on the High Seas in Cases of Oil Pollution Casualties, 29 November 1969 (Brussels) – *SA incorporation: Marine Pollution (Intervention) Act 64 (1987)*
- Convention and protocol on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter, 29 December 1972 (London, Mexico, Moscow, Washington) – *SA incorporation: Dumping at Sea Control Act 73 (1980)*
- International Convention for the Prevention of Pollution from Ships, 2 November 1973 (London) - *SA incorporation: Marine Pollution (Control and Civil Liability) Act 6 (1981)*
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, 3 August 1994

- Convention for the co-operation in the protection and Development of the marine and costal environment of the west and central African Region, 1981 (the Abidjan Convention)
- Convention for the protection, Management and Development of the Marine and Coastal Environment of the Eastern African Region, 1985 (the Nairobi Convention)
- International Convention on the establishment of an international Fund for Compensation for Oil Pollution Damage, 1992
- International Convention on Civil Liability for Oil pollution Damage, 1992
- Convention relative to the preservation of Fauna and Flora in their Natural State, 1993, *SA incorporated: National Environmental Management: Biodiversity Act, 2004*
- Convention and protocol on Wetlands of international importance especially waterfowl Habitat (Ramsar), 1972, *SA incorporated: National Environmental Management: Biodiversity Act, 2004*
- Convention concerning the protection of the world's cultural and Natural heritage, 1972
- Convention on international Trade in endangered species of wild fauna and flora, 1973
- Convention on biological biodiversity, 1992, *SA incorporated: National Environmental Management: Biodiversity Act, 2004*
- Convention on the control of transboundary movement of hazardous wastes and their disposal, 1989 (Basel)
- United National Framework Convention on Climate change, 1992 and Kyoto Protocol

SCHEDULE D**BILL OF QUANTITIES**

**SERVICE PROVIDER TO PROVIDE COSTING FOR THE FOLLOWING
EQUIPMENT AND MATERIALS**

RATES PER ITEM

No	Type of Equipment	Unit	Unit Cost
COMMUNICATION EQUIPMENT			
1.	Loud Hailer Unit	Per Hour	
2.	Intrinsically Safe VHR Radios	Per Hour	
BOATS			
3.	Response boat/ utility Boat	Per Hour (normal)	
VEHICLES & TRAILERS			
4.	Response Light Duty Vehicle (4x4)	Per Hour (Normal)	
		Per Hour (After Hours)	
5.	4 Ton Specialised Hazmat Vehicle	Per Hour (Normal)	
		Per Hour (After Hours)	
6.	10 Ton Utility Truck	Per Hour (Normal)	

		Per Hour (After Hours)	
7.	Super Sucker Truck	Per Hour (Normal)	
		Per Hour (After Hours)	
8.	7 Ton Flat Bed Trailer	Per Hour (Normal)	
		Per Hour (After Hours)	
9.	Tractor Loader	Per Hour (Normal)	
10	Hook lift truck/ Skip truck	Per Hour (Normal)	
		Per Hour (After hours)	
BOOMS			
11.	Fast water/ Port boom (2000m)	Per Hour	
12.	Fast deployment fixed floatation curtain boom (2000m)	Per Hour	
13.	Fast river boom (2000m)	Per Hour	
14.	Heavy Duty Fence Boom (2000m)	Per Hour	
15.	Shore guardian Boom (300m)	Per Hour	
OIL RECOVERY EQUIPMENT			
16.	General purpose brush skimmer	Per Hour	

17.	Disc skimmer	Per Hour	
18.	Oleophilic drum skimmer	Per Hour	
19.	Floating skimmer	Per Hour	
20.	Weir skimmer	Per Hour	
21.	Rope mop unit	Per Hour	
22.	Desmi Destroil skimmer	Per Hour	
23.	Brush Skimmer	Per Hour	
24.	Hydraulic Power Pack	Per Hour	
25.	Emergency Lighting set	Per Hour	
26.	Fast tanks	Per Hour	
27.	Vacuum tank units	Per Hour	
28.	Compressor	Per Hour	
29.	Spate double diaphragm suction pump	Per Hour	
30.	Generator (include fuel)	Per Hour	
31.	High pressure cleaner	Per Hour	
32.	Non-spark hand shovels (minimum 5)	Per Hour	
33.	Non-spark brooms (minimum 5)	Per Hour	
34.	Fibre Scoop	Per Hour	
35.	Heavy Duty Buckets	Per Hour	
WASTE MANAGEMENT			
36.	Liquid container (volume)	Per Day	
37.	Hire of leak proof waste skip (6m ³)	Per Day	
38.	Disposal of hazardous waste	Per Ton	
39.	Transport of waste to appropriate and registered landfill site	Per Trip	
DRILLS			
40.	Participation in annual drill fee	Per event	
SHE COMPLIANCE			
41.	SHE file	Once off	

SPILL RESPONSE TRAINING			
42.	Provision of training for TNPA employees	Per employee	

SCHEDULE E

Labour cost

	KEY STAFF	RATE PER PERSON PER HOUR (NORMAL)	RATE PER PERSON PER HOUR (AFTER HOURS)
1.	Hazmat Manager		
2.	Hazmat Supervisor		
3.	Hazmat Technician		
4.	Hazmat Operator		
5.	Hazmat Assistant		
6.	Skipper		

SCHEDULE F

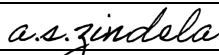
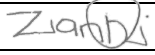
CONSUMABLES AND MATERIALS

No	Type of materials/consumables	Unit	Rand Value
1.	Oil & fuel Absorbent booms (3m in length)	Each	
2.	Loose Absorbent fibre (10kg bags)	Per 10kg	
3.	Absorbent socks	Per Pack	

4.	Absorbent cushions/pillows	Per Pack	
5.	Absorbent rolls	Per Pack	
6.	Absorbent Pads	Per Pack	
7.	Degreaser (25L)	Per 25L	
8.	Heavy duty plastic disposal bags	Per Pack	
9.	Portable spill kit	Per Kit	

COMPILED BY:

APPROVED BY:

Name: Asanda Zindela	Name: Zandisile Ngundze
Designation: SHEQ Intern	Designation: SHEQ Manager
Signature: 	Signature: 
Date: 01 October 2025	Date: 01 October 2025

SCHEDULE G PORT JURISDICTION

