

# **PROVISION OF A SPILL RESPONSE AND CLEAN-UP SERVICE FOR TRANSNET NATIONAL PORTS AUTHORITY (TNPA) AT THE PORT OF RICHARDS BAY, FOR A PERIOD OF 36 MONTHS.**

## **1. BACKGROUND**

Oil spills can have adverse effects on various marine and coastal resources, both natural and socio-economic. TNPA, Port of Richards Bay has a responsibility to protect the marine environment, or where this is not possible, minimise the impact on the marine environment from any oil spill incident occurring within the port and its interconnected waters, through the initiation of rapid and effective oil spill response. The Port of RICHARDS BAY therefore requires the services of a competent Service Provider to ensure that sufficient contingency measures for the area under its jurisdiction are provided for within reasonable timelines in the event of an oil spill.

Oil spills may include:

- Sea-based oil spillages that could emanate from activities within Port limits.

TNPA Port of Richards Bay, will follow an open tender process to appoint a competent Service Provider to provide an Emergency Spill Response and Clean-up Service for a period of 36 months.

## **2. PORT OF RICHARDS BAY ENVIRONMENT**

The Port of Richards Bay is situated at longitude 32° 02' E and latitude 28° 48' S, Richards Bay, South Africa's most northern and easterly port, is 87 nautical miles (160 km) northeast of Durban and 252 nautical miles (465 km) southwest of Maputo. The port occupies 2,157 ha of land area and 1,495 ha of water area, but has the potential to expand when required, making it potentially one of the largest ports in the world. The entrance channel is dredged to a permissible draught of 17,5m with a -19,5m depth in the entrance channel. The port limits are indicated in Figure 1.

Priorities for Environmental protection are high due to the following:

- **Ecological Importance:** Estuarine environment, Mzingazi Lake, Tuzi Gazi estuary; Beaches.
- **Recreational Importance:** Yacht clubs; Slipways; Marina; Water sports; Hotel Resorts; Caravan Parks; Waterfront restaurants; Boat charters; etc.
- **Commercial Importance:** Port Operations.



**Figure 1: Port of Richards Bay Port Layout**

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### 3. DEFINITIONS

- 3.1 **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.
- 3.2 **Response time:** The ability of the contractor to react, mobilize resources, and commence combating the Tier 1 oil spill within 60 minutes from the time of initial notification. This also applies to both shore based and offshore oil spillages.
- 3.3 **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.

### 4. SCOPE OF SERVICES

#### 4.1 Calls for Service

- 4.1.1 The Service Provider is to be based within the City of uMhlatuze Municipal Area for the duration of the contract to be able to respond swiftly. Service Provider to provide physical address of premises at the commencement of the contract.
- 4.1.2 Expected response time for initial personnel and equipment to reach the incident scene is within sixty (60) minutes from call-out.
- 4.1.3 The service will be provided at TNPA Port of Richards Bay as well as to any other site at which the Service Provider is directed to by TNPA.
- 4.1.4 The Service Provider shall react to any call made by an authorized TNPA representative for its service, which it will render with such swiftness as required under 4.1.2.
- 4.1.5 If the Service Provider receives any callouts from any government authority or agency to respond to an oil spill within Port Limits, the Service Provider shall obtain verification of the incident and approval to respond from the designated TNPA representative.

- 4.1.6 Launching site to be confirmed with the Harbour Master at the start of the contract.
- 4.1.7 The Service Provider should immediately after arrival on scene mobilize the necessary resources and equipment to commence the containment and clean-up to prevent further spread of the spilled substance.
- 4.1.8 The service will include the containment of the spilled hydrocarbon substance, collection of spilled material and safe disposal of all waste related to the spill incident at a registered and designated landfill site.
- 4.1.9 Priority should be given to the protection of the surrounding marine environment; therefore, the clean-up of spills should be done before it reaches the shore.
- 4.1.10 The conditions for use of chemical dispersants, is described in the National Policy for Dispersant Use and is subject to approval by the Department of Forestry, Fisheries and Environment (DFFE). Dispersants should only be used in waters more than 5 nautical miles offshore, and/or with a depth of more than 30 metres.
- 4.1.11 Limit the use of sorbents for on-water response to suitable spills and attempt to recover liquid oil wherever possible. Only use granular sorbents for land or deck spills.
- 4.1.12 The Service Provider must provide sufficient experienced and trained personnel to deploy, operate and maintain the spill containment and recovery equipment for the duration of the contract.

## **5. EQUIPMENT**

- 5.1 The Service Provider must ensure that the required resources (equipment and personnel) are available to combat a Tier 1 oil spill for the duration of the contract.
- 5.2 A list of all spill containment and recovery equipment and materials must be made available to TNPA on the start of the contract.
- 5.3 The Service Provider must ensure that all spill containment and recovery equipment, should be in working order at all times and maintained in a good state of repair according to the manufacturer's guidelines.

- 5.4 Maintenance records must be made available to TNPA upon request.
- 5.5 Response boat needs to have the necessary SAMSA accreditation certification and be deemed seaworthy and efficient for the execution of the service.
- 5.6 Response boat to have a valid ICASA licence for the onboard radio equipment.
- 5.7 SAMSA Skippers licence of two Skippers (No restrictions on the Skipper licences).
- 5.8 Skipper(s) of the response boat need to always have a valid SAMSA Skipper's licence for the duration of the contract.
- 5.9 The list must be reviewed on a quarterly basis, updated, if required and submitted to the TNPA.
- 5.10 TNPA will conduct regular inspections on available equipment and materials at the Service Provider's facility.

## **6. HAZARDOUS MATERIALS**

- 6.1 The types of hazardous substances that may be spilled as a result of Port operations, are listed under, but not be limited to, Schedule A attached hereto.

## **7. RESPONSIBLE PERSONS**

- 7.1 The Service Provider shall provide a list of names and contact numbers of those with whom TNPA may communicate.
- 7.2 A list of TNPA personnel with whom the Service Provider may communicate to in relation to any spillage will be provided to the appointed Service Provider.
- 7.3 The Service Provider and TNPA undertake to inform each other promptly, of any changes to their respective list of responsible persons.

## **8. CHARGES**

- 8.1 Call outs of the Service Provider, as part of the Port of Richards Bay Oil Spill Response Plan will be paid, provided the call out was sanctioned by an authorized TNPA

representative. List of authorised TNPA personnel will be provided to the appointed Service Provider.

- 8.2 The Service Provider must submit the costs to provide the service as per attached Bill of Quantities for Equipment, Consumable Materials as well as Human Resources.
- 8.3 Service Provider will be responsible to provide the necessary Personal Protective Equipment (PPE), including life jackets and COVID-19 PPE, to its employees employed under this contract. Life jackets to conform to SAMSA Marine Notice 21 of 2019.
- 8.4 Charges must be levied according to the resources, equipment and materials utilized to respond and clean-up the spill.
- 8.5 The Service Provider must keep a daily log of all services rendered and resources utilised during the containment, clean-up and disposal processes for payment purposes.
- 8.6 Within 7 days after completion of the spill clean-up operation, or bio-remediation, the Service Provider will present the following to TNPA:
  - 8.6.1 a comprehensive report detailing the sequence of events and all work (human resources, materials, equipment used) which was accomplished,
  - 8.6.2 waste safe disposal certificates for all waste material removed from TNPA premises and disposed of at an appropriately registered and designated hazardous disposal facility.
- 8.7 Detailed invoice to be submitted for payment after approval of the comprehensive report as indicated under 8.5.

## **9. PENALTIES FOR NON-COMPLIANCE TO SERVICE LEVEL AGREEMENT**

- 9.1 Where the Service Provider fails to deliver the services within the agreed and accepted timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed at 10%

## **10. TRANSNET NATIONAL PORTS AUTHORITY EQUIPMENT**

- 10.1 If any Transnet National Ports Authority equipment is used during incidents, the Service Provider will pay for the use of this equipment in accordance with the fees stipulated in the Tariff Book for the applicable financial year.
- 10.2 The equipment is to be returned to Transnet National Ports Authority in the same condition as it was received, and the Service Provider will be responsible for the costs involved for cleaning of the equipment and any repairs.

## **11. MATERIAL SAFETY DATA SHEETS (MSDS)**

- 11.1 Material Safety Data Sheets must be available for all products to be used by the Service Provider.
- 11.2 Proof of training of employees on the content of the MSDS must be made available upon request by TNPA.

## **12. WASTE MANAGEMENT**

- 12.1 The Service Provider shall co-ordinate and arrange that all waste is safely disposed at an approved disposal facility either through:
  - 12.1.1 Internal /own resources, or,
  - 12.1.2 A TNPA licenced waste disposal operator.
- 12.2 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 licensed Waste Disposal Operator as per the requirements of the National Ports Act 2005 (Act No. 12 of 2005).
- 12.3 A copy of all safe disposal certificates must to be provided to TNPA for all waste removed after each incident.

## **13. TRAINING AND DRILLS**

- 13.1 Service Provider to have trained staff in dispersant spraying techniques.
- 13.2 Service Provider to form part of annual oil pollution exercises/drills, which will be coordinated by TNPA.

- 13.3 Service Provider to carry out quarterly internal drills or response exercises and submit records thereof on request by TNPA.
- 13.4 Service Provider to note that equipment to be made available for live simulations.
- 13.5 Service Provider need to have a training matrix in place for all its employees that will be utilized for this contract.
- 13.6 Service Provider to ensure that all its employees that will be utilized for this contract undergo the TNPA SHE Induction at the start of the contract.

#### **14. REGULATORY**

- 14.1 The Service Provider shall acquaint himself/herself with the requirements of the various Acts as listed, but not limited to, in Schedule B.

#### **15. COMMUNICATION WITH MEDIA**

- 15.1 The Service Provider and its employees shall at no given time talk to the media about anything relating to an incident, whether it has just occurred or historic incidents.
- 15.2 The Service Provider shall direct all media enquiries to TNPA, who will designate a spokesperson accordingly.

#### **16. DURATION**

- 16.1 The agreement will commence on the day of contract award for a period of thirty-six (36) months.

## **SCHEDULE A**

### **LIST OF SCHEDULES FOR THE HAZARDOUS PRODUCTS WHICH TRANSNET NATIONAL PORTS AUTHORITY DEALS WITH**

1. HYDROCARBON SUBSTANCES (DIESEL, KEROSENE, PETROL)
2. MINERALS OILS
3. FUELS OILS
4. CHEMICALS
5. IMDG CODE RELATED GOODS

## **SCHEDULE B**

### **LIST OF 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 and all applicable SAMSA Marine Notices
5. National Ports Act, Act No 12 of 2005
6. National Ports Act, Act No 12 of 2005: Ports Rules
7. National Environmental Management Waste Act, Act No 59 of 2008
8. Occupational Health and Safety Act and Regulations, Act 85 of 1993

### **LIST OF CONVENTIONS**

The first list addresses the Conventions that South Africa has ratified or acceded, and which are relevant to TNPA. The conventions are the main international conventions relevant for TNPA. They are just relevant for the business environment of TNPA.

**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 coastal 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.*
- Vienna convention for the protection of the ozone layer, 1985.
- Montreal protocol on substances that deplete the ozone layer, 1987.
- 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.