

## **BACKGROUND AND SCOPE OF REQUIREMENTS FOR GALLEY WASTE**

### **1. BACKGROUND**

TNPA as a division of Transnet is the business unit responsible for the management of galley waste at all Ports in South Africa. TNPA has a responsibility to ensure compliance with all relevant International and National legislation/standards governing the management of galley waste. TNPA Port of Durban must therefore, provide the necessary resources and facilitate the loading, collection, transportation and disposal of galley waste from the Port of Durban to an approved Class A landfill site.

Galley waste is kitchen (food) waste that is generated on-board vessels/ships. Galley waste may contain infectious waste; therefore it must be treated as extremely hazardous, and must be disposed of in a Class A landfill site. According to the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), hazardous waste means any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that waste, have a detrimental impact on health and the environment.

TNPA will follow an open tender process to source a service provider to provide a galley waste management solution for the Port of Durban. The selected service provider will share in the mission and business objectives of TNPA. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. TNPA and its service provider will study the current ways they do business to enhance current practices and support processes and systems as this will allow TNPA to reach higher levels of quality, service and profitability.

TNPA Specifically seeks to benefit in the following ways:

- Best value for money in respect of waste disposal management;
- Reduced cost of acquisition and improved service benefits resulting from the combination of secure supply, economies of scale and streamlined service processes;
- Receive proactive improvements from the Service provider with respect to supply services and related processes as well as any industry developments;
- Strengthened overall image of TNPA by the chosen Service provider's service delivery systems;
- TNPA must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.
- Compliance to all statutes, standards and protocols governing galley waste.

## 2. TNPA SCOPE OF REQUIREMENTS

TNPA intends to outsource the provision of waste management services of vessel galley waste at the Port of Durban. The supply of the aforementioned waste management services is required at the Port of Durban for a period of 3 years.

TNPA aims to appoint a Service Provider who has experience in the provision of GALLEY WASTE MANAGEMENT SERVICES and who can demonstrate through their returnable documents that they are capable of providing an efficient, cost effective service and legally compliant galley waste management service.

### 2.1 COLLECTION POINTS

Collecting points are determined as follows:-

#### (a) Bins at operational berths throughout the Port

These berths are A-R at Point, Maydon Wharf 1-15, Pier 200-205, Pier 100-109, Island View 1-9 and Bluff Coaling Appliances.

#### (b) Bins in the Graving Dock area

This includes the Inner and Outer Dock, Floating Dock, Repair Quay and Slipway where the number of ships that can be accommodated is as follows :-

Area	Minimum	Maximum
Inner and Outer Dock	2	4
Floating Dock	2	4
Repair Quay	2	4
Slipway	2	4
Total	8	16

#### (c) Bins for permanent Transnet National Ports Authority vessels in the Port

<u>Vessel</u>	<u>Location</u>
Floating cranes	C-Berth
Tugs & pilot boats	Small Craft Basin
Dredgers	Roving berths

(d) **Passenger Liners**

An 11m<sup>3</sup> leak-proofed skip with a closed-lid, labelled “Galley waste ONLY (Hazardous Waste)” is to be provided on a daily basis whilst vessel is in port.

(e) **Double banked vessels**

Occasionally vessels are double banked at berths and will in such instances be regarded as one vessel.

**3. OBLIGATIONS OF TNPA**

3.1. TNPA undertakes to afford the contractor such assistance as may be reasonably required by the contractor in performing the Service, provided that under no circumstances shall such assistance be regarded as creating any obligations on the part of TNPA, nor relieving the contractor of its obligation to comply with all the obligations imposed upon it in terms of this agreement.

3.2. TNPA shall designate and appoint an authorized representative who shall be known as the TNPA representative.

3.3. The Environment Specialist / Officer shall have the following duties in regard to the removal of the galley waste by the contractor:

- I. Monitor the condition of each vehicle so as to ensure that it is in a roadworthy condition;
- II. Monitor the removal of the galley waste by pointing out the exact location of galley waste to be removed at any particular point in time. The specific diagram indicating the exact location of all the galley waste is to be provided by the Environmental Department.
- III. List of areas for the permanent placement of bins for TNPA vessels in the Port;
- IV. Provide technical and operational advice to the contractor in connection with the day to day operations and execution of its duties;
- V. Ensure that vehicle permits are furnished by TNPA to the contractor to enable its vehicle(s) to enter into the Port of Durban;
- VI. furnish the contractor with the rules of the Port, including the safety requirements as may be published from time to time by TNPA, which Rules and Safety requirements form an integral part of this agreement;
- VII. furnish the contractor with the Port Waste Management Plan;
- VIII. Through its Environmental Officer/Specialist, conduct random checks on the galley waste equipment to ensure compliance with Port of Durban Waste Management Procedure and SHE Policy requirements;
- IX. Regularly visit and audit the registered landfill site/s for compliance in respect of the disposal of the galley waste;
- X. Communicate to the contractor the need to review the Terms of the Contract in line international best practice in the management of Galley waste;
- XI. Provide the contractor with the Port of Durban South African Waste Information Centre (SAWIC) registration number.

- XII. TNPA Property Department to assist in processing the lease application for a site behind Workshop 24 for storage of galley waste skips.

#### **4. OBLIGATIONS OF THE CONTRACTOR**

4.1. The Contractor shall:

- I. Provide all employees or personnel and supervision necessary for the proper, efficient, timeous, safe and compliant provision of the service for TNPA. This service will be performed in such a way that all galley waste will be removed from TNPA and disposed of in a registered Class A landfill site;
- II. Provide and make available such equipment and vehicle(s) as may be necessary for the performance of the service all of which shall be maintained by the contractor in good working order and condition at all times;
- III. Be responsible for the safe loading, removal and transportation, consolidation (if applicable) and disposal of the galley waste in accordance with the prevailing legislation and in terms of this agreement while protecting TNPA, the environment and the public from unsound waste management practices;
- IV. Ensure that all statutory laws and other legislation pertaining to the temporary storage, handling, removal, transportation and disposal of galley waste are complied with;
- V. Provide a service in which the interest of public health, hygiene and anti-pollution be paramount and will ensure clean and tidy areas without any accumulation of waste and will prevent the spread of infectious and contagious diseases;
- VI. Inspect the areas concerned and the nature and quantities of galley waste requiring removal;
- VII. Shall perform the service in such a manner that the areas concerned are left in a tidy and sanitary condition;
- VIII. Register on the South African Waste Information System (SAWIS) as required by the South African Waste Information Centre (SAWIC) and TNPA Port of Durban, who is already registered on the system, will provide the contractor with the necessary registration number and/or additional information required in this regard;
- IX. Upload the galley waste quantities on SAWIS on a monthly basis and this will be monitored as per the SLA;
- X. Ensure that arrangements with TNPA security are made for access onto the site on a regular basis. The Contractor must inform TNPA security prior to the day of their need to access the site. All the Contractor vehicles accessing the site will be recorded at the security gate for monitoring purposes;
- XI. Co-operate with TNPA and comply with all instructions issued and restrictions imposed with respect to the works which affect the operation of TNPA;
- XII. The contractor is to provide suitable 24 hour communication between the waste vehicle and the TNPA Environmental Department for emergency incidents. The contractor is to provide details of the authorized persons responsible for the implementation and management of the contract and provide contact details of all staff involved, including those identified for emergency incident;
- XIII. Immediately notify the TNPA Environmental Department in the event of industrial action or any other unforeseen circumstances which may arise within the Port which results in the contractor being prevented from gaining access into the Port, through no fault of their own and which results

in the contractor being unable to attend to the waste services as set out in the contract. Contingency plans shall be introduced whereby it may be necessary to perform the service outside normal working hours;

- XIV. Nominate representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The contractor shall provide the TNPA Environmental Department with the names and telephone numbers of such representative/s;
- XV. Not restrict the free use of any road, right-of-way or path on TNPA property unless he has obtained the approval of the authority/owner concerned and shall be liable for any damage caused by the contractor and/or employees to any road, path or street within TNPA;
- XVI. Ensure that no permanent works or structures of any nature are erected on TNPA property;
- XVII. Liaise with SARS Customs regarding daily quantities of galley waste to be landed and obtain necessary galley waste landing documents;
- XVIII. Dispose of all waste in the galley waste receptacles in the manner stipulated for galley waste, although TNPA accepts that the entire content of waste placed in the waste receptacles will not always consist entirely of galley waste;
- XIX. Ensure that all galley waste and run off is taken directly to and disposed of at the registered Class A landfill site, placed in trenches, treated with lime and covered up in accordance with the requirements of the relevant government department and any new laws which may be promulgated;
- XX. Provide a safe disposal certificate and waste manifest documents for all waste removed to TNPA Environmental Department;
- XXI. Use international best practice procedures in the management of galley waste, which may need to be reviewed and updated from time to time and which may result in the need to review the Terms of the Contract;
- XXII. The successful tenderer will be required to enter into a lease agreement with TNPA for waste accumulation site

## **5. LOADING, REMOVAL AND TRANSPORTATION OF GALLEY WASTE**

- 5.1. The vessel must inform TNPA of its galley waste management requirements prior to its arrival in the Port. The TNPA Environmental Department will inform the Contractor of the vessel's requirements. The vessel will dispose of the waste into the bins/skips.
- 5.2. The contractor undertakes to comply with the following conditions which apply to the loading, removal, transportation and disposal of the Galley waste. The Contractor shall:
  - 5.2.1. Ensure that the waste receptacles are provided timeously but within a maximum period of four (4) hours after having been notified. A minimum of three (4) wheelie bins must be provided per ship per day. The skip will only be placed if requested by the vessels agent and if deemed necessary by the Port of Durban's Environmental Department;
  - 5.2.2. Ensure that the waste receptacles are sufficient to meet the vessel requirements;
  - 5.2.3. Remove and dispose of the waste in accordance with the waste management plan as provided to them by the Port of Durban.

- 5.2.4. Submit to TNPA a daily schedule of the ships serviced in the Port of Durban every Friday;
- 5.2.5. Remove all galley waste including but not be limited to the galley waste from designated sites within TNPA as agreed upon with the Environmental Department;
- 5.2.6. On an ongoing basis load, transport and/or remove galley waste generated by vessels from the Port of Durban or designated collection and loading points and transport such galley waste to the registered Class A landfill site as required by TNPA;
- 5.2.7. Ensure that the galley waste is loaded onto the vehicle(s) provided and operated by the contractor;
- 5.2.8. Ensure that during the loading, removal, consolidation (if applicable) and transportation of the galley waste no spills and/or dust is generated;
- 5.2.9. Ensure that all galley waste removed by the contractor is fully traceable from the time of Galley waste generation to the disposal area of a registered Class A landfill site;
- 5.2.10. Co-operate and comply with the Environmental Officer/Specialist of TNPA who after having identified themselves may stop the work if in his opinion, the safety of TNPA assets or any person is affected.
- 5.2.11. Appoint a supervisor who shall manage the performance of the service at the Port of Durban.
- 5.3. The appointed supervisor shall have the following duties in regard to the performance of the service including but not limited to:
  - 5.3.1. The Supervisor (appointed by the contractor) shall:
    - (a) Monitor the equipment and vehicle/s and will remove the Equipment when they are at least 75% full;
    - (b) Monitor the removal of the galley waste so as to ensure that no galley waste is spilt during each loading operation or during transportation
    - (c) Ensure that all galley waste is covered during transportation and all skips must be lidded;
    - (d) Perform daily inspections to ensure that the equipment is correctly placed, are in the required condition and that it is in compliance with the Port of Durban's galley waste management procedure;

- (e) Monitor the removal of the galley waste;
- (f) Ensure that TNPA vehicle permits are obtained from TNPA to enable its vehicle/s to enter into the Port of Durban and to ensure that TNPA induction has been attended and permits obtained by personnel responsible for galley waste collection;
- (g) Ensure that no Vehicle is overloaded prior to such Vehicle performing any movement;
- (h) Ensure that all appropriate or permits are displayed on the vehicle;
- (i) Accept responsibility for the safe transportation of the galley waste from each collection and loading point to each point of final disposal, including without limitation, instances where spillage of any nature may occur from any vehicles;
- (j) Ensure that the release of each vehicle is signed by a TNPA Representative when it is ready to depart from the Port of Durban, and ensure that the release certificate contains and indicate the time which the Vehicle is to be released, the date of release, the name of driver, the signature of the driver, the name of TNPA Representative and the signature of TNPA representative.

## **6. EQUIPMENT AND VEHICLE/S**

- 6.1. The contractor undertakes irrevocably in favour of TNPA that it will at no stage during the performance of the service, use equipment or vehicle/s which is not to its knowledge and belief in safe, good and proper working order.
- 6.2. The choice of the equipment or vehicle(s) shall rest with the contractor without limitation, however, the contractor undertakes at all times to:
  - 6.2.1. supply all necessary equipment in which the galley waste will be placed for the duration of this agreement and ensure that all the equipment are duly labelled with signage as required by legislation;
  - 6.2.2. supply all necessary equipment, vehicle(s), signage, transport, competent employees, adequate supervision, and each and every item of expense necessary for the timeous and safe performance of the Service;

- 6.2.3. Ensure that all vehicles, bins and skips are covered and leak proof at all times which may include loading and transportation in accordance with all applicable legislation governing the transportation and to the satisfaction of TNPA;
- 6.2.4. Ensure that all wheelie bins are lined with a plastic bin liner not less than 120 microns and secured to the top of the bin with an elastic band or similar and shall be replaced daily;
- 6.2.5. The wheelie bins must be emptied daily (twice a day between 07h00 in the morning and 16h00 in the afternoon and on standby after hours for vessels that may require bins after hours), the skips / wheelie-bins must be removed within four (4) hours when they are full or after request;
- 6.2.6. The wheelie bins must be washed daily at a preferred wash bay where the run-off must be detained in a holding tank and the run-off are taken to the landfill site;
- 6.2.7. Provide comprehensively insured, roadworthy and duly licensed vehicle(s) to perform the service, with all the required road transport permits;
- 6.2.8. Provide TNPA with a list of its entire fleet of vehicle(s), equipment and employees including but not limited to the names of the drivers that will be utilised for the performance of the service;
- 6.2.9. Ensure that all maintenance, servicing and mechanical repairs (hereinafter referred to as “maintenance”), of the equipment and the vehicle(s) including all adjustments necessary to keep the equipment in an operational condition and the vehicle(s) in a roadworthy condition shall be provided by the contractor at its own cost. All maintenance records provided for in terms of this agreement shall be made available to TNPA by the contractor whenever such request is made by TNPA;
- 6.2.10. Ensure that if any equipment or vehicle(s) provided by the contractor breaks down, and/or is involved in an accident, it is replaced immediately to continue with the performance of the service;
- 6.2.11. Have sufficient and properly maintained (at its own cost) equipment and vehicle(s) which are available timeously to perform the service and such equipment and vehicle(s) shall remain the sole property of the contractor and the contractor shall not without the prior written consent of TNPA permit any of the equipment or vehicle(s) to be removed from the performance of the service at the Port of Durban pursuant to this Agreement other than for the purpose of servicing, maintaining or repairing them;



- 6.2.12. Keep all its equipment and vehicle(s) marked in such a way as to be readily identified as being the property of the contractor;
- 6.2.13. Ensure that all equipment which is redundant, requires servicing, maintenance or repairs and which needs to be removed from the Port of Durban is surrendered or declared to the TNPA security personnel or are disposed of in accordance with the instructions of the TNPA security personnel;
- 6.2.14. Ensure the driver (and their assistant/s) of each of the vehicle(s) performing the service is:
  - 6.2.14.1. In possession of suitable protective equipment during loading, removal and transportation, consolidation (if applicable) and disposal of the galley waste;
  - 6.2.14.2. In possession of a valid driver's licence and applicable permits at all times;
  - 6.2.14.3. Ensure that the vehicle is adequately equipped with spill kits, first aid kits and/or any other emergency equipment necessary.

## **7. TRAINING**

- 7.1. The contractor undertakes to ensure that:
  - 7.1.1. There are sufficient and available employees or resources together with supervision who shall have the required skill and experience to perform the service;
  - 7.1.2. each employee engaged by the contractor in performing the service in connection with this agreement is competent and properly qualified as required by law and to the extent reasonably required by TNPA to execute his respective tasks, is properly trained and adequately supervised;
  - 7.1.3. Employees are trained and undergo continuous refresher-training as may be required by applicable legislation and / or every six (6) months or at such particular periods as may be agreed upon from time to time between the parties for the duration of this agreement for the due performance of this agreement and the costs thereof will be borne by the contractor;
  - 7.1.4. The training plan and / or necessary proof of training or re-training is submitted to TNPA for inspection by it upon request at all reasonable times;

- 7.1.5. Prior to any of the contractor's employees commencing with his or her duties in terms of this agreement at the Port, they must attend the TNPA SHE Awareness Training which will be provided by TNPA;
- 7.1.6. The employees employed as drivers to perform the service are trained by the contractor and are familiar with the Port, the requisite landfill site, equipment position, weighbridge system and all applicable policies and procedures of TNPA relating thereto; and
- 7.1.7. Should any employee of the contractor be found unsuitable for the performance of the service by TNPA for any reason whatsoever, in its sole and unfettered discretion, then such employee will be replaced forthwith by the contractor.

## **8. INTERIM STORAGE OF GALLEY WASTE**

- 8.1. Should there be a critical need for interim storage of the Waste after it leaves the Port but before being disposed at the registered landfill site, then the contractor shall:
  - 8.1.1. Obtain prior written approval from the Port of Durban's Environment Manager;
  - 8.1.2. Transport such galley waste to its registered consolidation facility that has been approved and permitted by Department of Environment, Forestry and Fisheries (DEFF) and/or Department of Water and Sanitation (DWS);
  - 8.1.3. Ensure that such galley waste does not remain overnight in a consolidation facility and that it is disposed of on the same day at the registered landfill site; and
  - 8.1.4. Be responsible for all and any costs incurred in relation to the galley waste being transported to and from consolidation facility and thereafter to the registered landfill site.

## **9. DISPOSAL OF GALLEY WASTE**

- 9.1. The Contractor shall ensure:
  - 9.1.1. That the disposal of the galley waste at the registered landfill site complies with all DWS, DEFF, and any other national, provincial and local legislation and/or other applicable legislation;
  - 9.1.2. That the disposal of the galley waste at the registered landfill site is always supervised by and be subject to the direction and approval of the duly authorised person, landfill manager or employee in charge of the registered Landfill Site;

- 9.1.3. That all galley waste is disposed of at a registered Class A landfill site;
- 9.1.4. That they obtain a duly signed manifest for each load of galley waste disposed of at the registered Class A landfill site and submits each duly signed manifest to TNPA.
- 9.1.5. That all costs incurred from the collection and loading point until the galley waste is disposed of at a registered Class A landfill site is for its own account. The contractor acknowledges that it shall be liable for such costs and indemnifies TNPA in respect of such costs;
- 9.2. The contractor shall furnish to Environmental Manager, prior to the commencement and performance of the Service, the following:
  - 9.2.1. All relevant galley waste transportation, handling, consolidation permits and certificates as required by the DWS, DEFF, Provincial and/or National regulatory authorities;
  - 9.2.2. Proof of landfill site registration with DWS or DEFF and also provide evidence to indicate that the landfill site is authorised to dispose of the types of galley waste and loading rates of the landfill site(s); and
  - 9.2.3. The permit(s) and/or license required to dispose of galley waste in the registered landfill site.
- 9.3. The Contractor undertakes to:
  - 9.3.1 Obtain the written approval from the Environment Manager prior to introducing improvements to TNPA's current waste management practices in terms of the Port of Durban's Integrated Waste Management System;
  - 9.3.2. Obtain the written approval from the Environmental Manager prior to the contractor performing any supply or service beyond the scope of this agreement and if it is agreed in writing that the contractor may supply goods or render services outside of the scope of this agreement, then the provisions of this agreement shall apply mutatis mutandis thereto;
  - 9.3.3. Accept from TNPA the quantity of galley waste to be handled from time to time as determined by TNPA in its sole and unfettered discretion pursuant to this agreement;
  - 9.3.4. Attend to and react within four (4) hours of notification by TNPA, to remove galley waste from the Port of Durban;
  - 9.3.5. Remedy and rectify all non-conformances within a period of forty-eight (48) hours of it having occurred or having been notified by TNPA Environment Department;

- 9.3.6. Not supply any information of any nature relating to the performance of the service or the galley waste, the loading, handling, transportation, consolidation and disposal of the galley waste, the contents or composition of the galley waste nor any chemical analysis or components thereof to any unauthorised third party whatsoever;
- 9.3.7. Ensure that the performance of the Service shall, without limitation, be in the interests of TNPA, the environment, public health, hygiene and anti-pollution and that the contractor will at all times provide the service so as to avoid or reduce to a minimum the risks relating to odour, dust, flies and rodents by using approved sanitary procedures; and
- 9.3.8. Be liable for and bear all costs of making good any damage or harm caused by it to any person, area within the Port of Durban, public road, path or street, private or third party property, environment including but not limited to fauna and flora. The contractor indemnifies TNPA in respect of any damage or harm caused by the Contractor.
- 9.3.9. Attend to illegal dumping of galley waste by vessels as and when required.

## **10. SPILLAGES BY THE CONTRACTOR**

- 10.1. The Contractor must ensure that all necessary and reasonable measures are taken to prevent the spillage of galley waste in the Port of Durban, on public roads, onto third party property and into and onto the environment, during the loading, removal, transportation, consolidation (if applicable) and disposal of the Galley waste.
- 10.2. The cost of any spillage clean up shall be for the sole account of the contractor and the contractor hereby indemnifies TNPA against all costs, charges and claims of whatsoever nature and howsoever arising which may be made against it by any person, entity or organisation.
- 10.3. The contractor shall ensure that in the event of a spillage occurring it:
  - 10.3.1. Immediately inform the TNPA of the incident as well as remediation measures undertaken;
  - 10.3.2. The vehicle and all affected areas must be appropriately cleaned and sanitised after disposal;
  - 10.3.3. That the chemicals used by the contractor, in the clean-up process are bio-degradable and that the contractor will ensure that the chemicals will not contaminate storm water and / or cause any damage or harm to the environment;

- 10.3.4. That the contractor has adequate hazmat resources;
- 10.3.4. That the contractor will not leave the affected area until the spillage has been completely cleaned-up to the satisfaction of the environmental authorities and/or the TNPA Representative.
- 10.3.5. Co-operates with TNPA in terms of National Environment Management Act Section 30 / National Water Act Section 20 reporting.