

1. BACKGROUND AND SCOPE OF REQUIREMENTS FOR GENERAL WASTE

Transnet National Ports Authority (TNPA) as a division of Transnet is the business unit responsible for the management of General Waste generated by TNPA within the ports in South Africa. TNPA must ensure compliance with all relevant International and National legislation/standards governing the management of General Waste. TNPA Port of Durban must therefore provide the necessary resources and facilitate the sorting, storage, transportation, reuse, recycling and if necessary the disposal to landfill of general waste from the Port of Durban. According to the National Environmental Management: Waste Act 2008 (Act No. 59 of 2008), "**general waste**" means waste that does not pose an immediate hazard or threat to health or to the environment and includes;

(a) domestic waste;

(b) building and demolition waste;

(c) business waste;

(d) inert waste;

(e) any waste classified as non-hazardous waste in terms of the regulations made under section 69 of National Waste Management Waste Act 59 of 2008 and includes non-hazardous substances, materials or objects within the business, domestic, inert or building and demolition waste.

TNPA will follow an open tender process to source a service provider to provide removal and disposal of general waste generated in the TNPA 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 communication. 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;
- Reduced cost of acquisition and improved service benefits resulting from the combination of secure supply, economies of scale and streamlined service processes;
- Proactive improvements from the service provider with respect to supply services and related processes as well as any industry developments;
- Improved overall TNPA's image; and
- TNPA must be able to rely on the chosen service provider's personnel for service enquiries, recommendations and substitutions.

2. TNPA SCOPE OF REQUIREMENTS

TNPA intends to outsource the provision of waste management services of TNPA General 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 three (3) years.

The service provider shall furnish all labour, materials, tools, equipment, supervision and applicable licenses and permits necessary to perform the Waste Removal and Recycling Services at TNPA Port of Durban in a manner that will ensure a neat, orderly and professional appearance of the port. The Contractor shall furnish various exterior waste bins at numerous locations throughout TNPA Port of Durban. These bins are to be used by the Authority to collect and segregate its waste and recyclable material. Recyclable materials consist of but not limited to the following:

TNPA aims to appoint a service provider who has experience in the provision of sustainable General Waste Management Services and who can demonstrate through their returnable documents that they are capable of providing an efficient, cost effective and sustainable service.

2.1 COLLECTION POINTS

Area	7 m ³ skips	11m ³ skips	31m ³	
Building and Marine Pier 100 Workshop	2			
Roads and Tracks	2	1		
Workshop 24	2	1		
Dry-docks	2			
Marine Services	1			
Dredging services	2			
Lighthouse services	1			
Property department	4	1	1	
Pollution department	5		1	
Berthing	1			
Security	Ad-hoc			
Queens Warehouse	Ad-hoc			
Power supply services	1	1		
Special Projects	240		240	

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 Environmental Manager/specialist, officer shall have the following duties in regard to the removal of the general waste by the contractor:

- 3.3.1 monitor the removal of the general waste so as to ensure that no general waste is spilt during each loading operation and that there is no accumulation of general waste which occurs during or after its removal;
- 3.3.2 monitor the removal of the general waste by pointing out the exact location of general waste to be removed at any particular point in time;
- 3.3.3 list areas for the permanent placement of bins for TNPA in the Port;
- 3.3.4 regularly visit and audit the registered Landfill Site/s for compliance in respect of the disposal of the general waste;
- 3.3.5 provide technical and operational advice to the contractor in connection with the day to day operations and execution of its duties;
- 3.3.6 ensure that Port Vehicle permits are furnished by TNPA to the contractor to enable its vehicle(s) to enter into the Port of Durban;
- 3.3.7 furnish the contractor with the Port Rules 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;
- 3.3.8 furnish the contractor with the Port Waste Management Plan;
- 3.3.9 list the types of general waste generated by TNPA Port of Durban.
- 3.3.10 communicate to the contractor the need to review the Terms of the Contract in line with international best practice in the management of General waste;
- 3.3.11 provide the contractor with the Port of Durban South African Waste Information Centre (SAWIC) registration number.

4. OBLIGATIONS OF THE CONTRACTOR

4. The Contractor shall:

- 4.1 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 general waste will be removed from TNPA and recycled (if possible). Disposal to landfill site should be last resort as a result of recycling not being possible;
- 4.2 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;
- 4.3 be responsible for the safe loading, removal and transportation, consolidation (if applicable), recycling and disposal of the general 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;
- 4.4 ensure that all statutory laws and other legislation pertaining to the temporary storage, handling, removal, transportation, recycling and disposal of general waste are complied with;
- 4.5 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;
- 4.6 inspect the areas concerned and the nature and quantities of general waste requiring removal,

- shall perform the service in such a manner that the areas concerned are left in a tidy and sanitary condition;
- 4.7 register on the South African Waste Information System (SAWIS) as required by the South African Waste Information Centre (SAWIC). 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;
 - 4.8 upload the general waste quantities on SAWIS on a monthly basis and this will be monitored as per the SLA;
 - 4.9 provide the TNPA Environmental Department with waste quantities on a monthly basis;
 - 4.10 ensure that arrangements with TNPA Security Department 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;
 - 4.11 co-operate with TNPA and comply with all instructions issued and restrictions imposed with respect to the works which affect the operation of TNPA;
 - 4.12 ensure that in the event of any emergency which may arise at any time during which they are attending to the provisions of services as contained in this agreement are properly attended to. The contractor is to provide suitable 24 hour communication between the waste vehicle and the TNPA Environmental Department for emergency incidents.
 - 4.13 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;
 - 4.14 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;
 - 4.15 nominate representative(s) that will be available for call-out in an event of an emergency. The contractor shall provide the TNPA Environmental Department with the names and telephone numbers of such representative;
 - 4.16 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;
 - 4.17 ensure that no permanent works or structures of any nature are erected on TNPA property;
 - 4.18 recycle and dispose of all waste in the recycling waste receptacles in the manner stipulated for general waste, although TNPA accepts that the entire content of waste placed in the waste receptacles will not always consist entirely of recyclable waste;
 - 4.19 provide a safe disposal certificate or waste manifest documents for all waste removed to TNPA Environmental Department;
 - 4.20 use international best practice procedures in the management of recyclable 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;
 - 4.21 provide leak proof, lidded skips to prevent spillages and rain water from entering the skips/waste receptacles.
 - 4.22 disposed should be disposed all waste collected at an approved and permitted landfill site for such type of waste as required by environmental legislations and other requirements and as specified in the TNPA Waste Classification Report.
 - 4.23 provide proof of service slip or waste manifest document, safe disposal certificate and weighbridge slip and ensure that the landfill site used to dispose of the waste is a permitted

site and suitable for waste being disposed of.

5. LOADING, REMOVAL AND TRANSPORTATION OF GENERAL WASTE

- 5.1. The TNPA must inform contractor of its general waste management requirements in the Port.
- 5.2. The Contractor undertakes to comply with the following conditions which apply to the loading, removal, transportation and disposal of the General 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;
 - 5.2.2 ensure that the waste receptacles are sufficient to meet the TNPA requirements;
 - 5.2.3 remove, recycle and dispose of the waste in accordance with the waste management plan as provided to them by the Port of Durban;
 - 5.2.4 ensure that the general waste is loaded onto the suitable truck/vehicle(s) provided and operated by the contractor;
 - 5.2.5 ensure that during the loading, removal, consolidation and (if applicable) transportation of the general waste that no spills and/or dust is generated;
 - 5.2.6 ensure that each load of general waste on each vehicle shall be covered using a tarpaulin prior to the transportation thereof from the actual point of loading;
 - 5.2.7 after loading of the general waste on each vehicle, a vehicle dispatch certificate must be issued by the Contractor's employee and duly signed by a TNPA Representative prior to the departure of the vehicle from the Port of Durban;
 - 5.2.8 ensure that all general waste removed by the contractor is fully traceable from the time of general waste generation to the recycling area or a registered Landfill Site;
 - 5.2.9 co-operate and comply with the Environmental Officer/Specialist of TNPA, who having identified himself, may stop the work if in his opinion, the safety of TNPA assets or any person is affected.
 - 5.2.10 appoint a supervisor who shall manage the performance of the service at the Port of Durban.
- 5.3. The Supervisor shall have the following duties in regard to the performance of the Service including but not limited to:
 - 5.3.1. The Supervisor shall:
 - (a) monitor the equipment and vehicle/s and will remove the equipment when they are at least 75 % full;
 - (b) ensure that all equipment and vehicle(s) are covered with a tarpaulin when containing or carrying the general waste during transportation;
 - (c) perform daily inspections to ensure that the equipment is correctly placed and that the equipment is not wet, they are in the required condition and that it is in compliance with the Port of Durban's general waste management procedure;
 - (d) monitor the removal of the general waste;
 - (e) ensure that TNPA vehicle permits are obtained from TNPA to enable its Vehicle/s to enter into the Port of Durban;
 - (f) ensure that no vehicle is overloaded prior to such vehicle performing any movement;
 - (g) ensure that all requisite and appropriate permits are displayed on the vehicle;

- (h) accept responsibility for the safe transportation of the general recyclable waste from each Collection and Loading Point to each point of final recycling and if required disposal, including without limitation, instances where spillage of any nature may occur from any vehicles;
- (i) 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.
- (j) obey all reasonable instructions of the TNPA Representative in the performance of the Service.

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 general waste will be placed for the duration of this agreement and ensure that all the equipment are colour coded according to TNPA's waste management plan requirements and 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. the skip bins must be emptied within a period not exceeding 12 hours when they are full;
 - 6.2.5. provide comprehensively insured, roadworthy and duly licensed Vehicle(s) to perform the Service, with all the requisite road transport permits;
 - 6.2.6. 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;
 - 6.2.7. 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;
 - 6.2.8. ensure that if any equipment or vehicle(s) provided by the contractor breaks down, and/or is involved in an accident, is replaced immediately to continue with the performance of the Service;

- 6.2.9. 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.
- 6.2.10 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;
- 6.2.11. ensure that the equipment and vehicle(s) are utilised by the contractor to perform the service in terms of this agreement. Should such equipment and vehicle(s) not be utilised to their full capacity by the contractor, during the term of this agreement, then the contractor with prior written consent from TNPA, shall make such equipment and vehicle(s) and its employees (drivers) available to TNPA, free of any further charges or rates, for alternative use at the Port of Durban. In the event that the capacity of such equipment and vehicle(s) are to be exceeded, then the contractor shall inform TNPA in writing and obtain TNPA's written consent prior to rendering of any service;
- 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. properly document all equipment removed from, or re-installed in compliance with the TNPA's Access Control and Asset Control Procedures which is available on request;
- 6.2.14. ensure that all equipment which is redundant, requires servicing, maintenance or repairs and which need to be removed from the Port of Durban are surrendered or declared to the TNPA security personnel or are disposed of in accordance with the instructions of the TNPA security personnel;
- 6.2.15. ensure the driver of each of the vehicle(s) performing the service:
 - 6.2.15.1. is in possession of suitable protective equipment during loading, removal and transportation, consolidation (if applicable) and disposal of the General waste;
 - 6.2.15.2. is in possession of a valid driver's licence and applicable permits at all times;
 - 6.2.15.3. remains inside the cabin of his/her vehicle during loading and disposal and the windows shall be closed so as to ensure minimal inhalation of, without limitation, dust, or general or toxic fumes;
 - 6.2.15.4. 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 requisite 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 re-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, he or she 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;
- 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 GENERAL WASTE

- 8.1. In the event of there being a critical need for interim storage of waste after it leaves the Port but before being recycled or (if required) disposed at the registered Landfill Site, then the contractor shall:
 - 8.1.1. obtain prior written approval from the TNPA Environment Manager;
 - 8.1.2. transport such general waste to its registered consolidation facility that has been approved and permitted by Department of Environment, Forestry and Fisheries (DEFF) and/or Department of Waster and Sanitation (DWS);
 - 8.1.3. ensure that such general waste does not remain overnight in a Consolidation Facility and that it is disposed of on the same day at the registered Landfill Site;
 - 8.1.4. be responsible for all and any costs incurred in relation to the general waste being transported to and from Consolidation Facility and thereafter to the registered Landfill Site.

9. DISPOSAL OF GENERAL WASTE

- 9.1. The Contractor shall ensure:
 - 9.1.1. that it obtains a duly signed manifest for each load of general waste disposed of at the registered Landfill Site and submits each duly signed manifest to TNPA;
 - 9.1.2. The Contractor shall furnish to Environmental Manager, prior to the commencement and performance of the service, the following:
 - 9.1.2.1. all relevant general waste transportation, handling, consolidation permits and certificates as required by the DWS, DEFF, Provincial and/or National regulatory authorities;

- 9.1.2.2. 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 General waste and loading rates of the Landfill Site(s); and
- 9.1.2.3. the permit(s) and/or license required to dispose of general waste in the registered Landfill Site.
- 9.1.3. The Contractor undertakes to:
 - 9.1.3.1. obtain the written approval from the Environmental Manager prior to introducing improvements to TNPA's current waste management practices in terms of the Port of Durban's Integrated Waste Management System;
 - 9.1.3.2. 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;
 - 9.1.3.3. accept from TNPA the quantity of general waste to be handled from time to time as determined by TNPA in its sole and unfettered discretion pursuant to this agreement;
 - 9.1.3.4. attend to, and react within 12 hours of notification by TNPA, to remove general waste from the Port of Durban;
 - 9.1.3.5. remedy and rectify all non-conformances within a period of forty eight (48) hours of it having occurred or having been notified by the TNPA Environment Department's representative.
 - 9.1.3.6. not supply any information of any nature relating to the performance of the service or the general waste, the loading, handling, transportation, consolidation and disposal of the general waste, the contents or composition of the general waste nor any chemical analysis or components thereof to any unauthorised third party whatsoever;
 - 9.1.3.7. 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;
 - 9.1.3.8. 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.

10. SPILLAGES BY THE CONTRACTOR

- 10.1. The Contractor must ensure that all necessary and reasonable measures are taken to prevent the spillage of general 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 general 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:
 - 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;
 - 10.3.5. that the contractor will adhere to the emergency turn-around time which will be provided to the contractor prior to the commencement date;
 - 10.3.6. 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.

		GENERAL WASTE			
NO.	ITEM	DESCRIPTION	ESTIMATED QUANTITY (per 12 months)	RATE PER UNIT	AMOUNT (for 12 months)
	Operational	Placement of 7m ³ skips	437	R	R
		Removal of 7m ³ skips	437	R	R
		Placement of 11m ³ skips	33	R	R
		Removal of 11m ³ skips	33	R	R
		Placement of 31m ³ skips	46	R	R
		Removal of 31m ³ skips	46	R	R
		Special projects placement of 7m ³ skips	80	R	R
		Special projects removal of 7m ³ skips	80	R	R
		Special projects placement of 31m ³ skips	20	R	R
		Special projects removal of 31m ³ skips	20	R	R
		Disposal of general waste (Total Tonnage is 564.77 for all general waste per year)		R	R
		TOTAL FOR YEAR 1			
		TOTAL FOR YEAR 2 (year 1 adjusted to CPI)			
		TOTAL FOR YEAR 3 (year 2 adjusted to CPI)			
3.) TOTAL (Year 1 + Year 2 + Year 3)				MONTHLY	36 MONTHS RATE
				R	R

