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SPECIFICATION FOR THE PROVISION OF WASTE MANAGEMENT SERVICES AT THE PORT OF SALDANHA FOR A PERIOD OF 36 MONTHS (3 YEARS)

1. BACKGROUND

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

TNPA will follow an open tender process to source a service provider to provide a waste collection and disposal service for galley waste, hazardous waste and general waste generated at the Port of Saldanha.

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 an H:H 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.

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. Further, 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, TNPA seeks to benefit in the following ways:

- Best value for money in respect of waste disposal management;

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- TNPA must receive reduced cost of acquisition and improved service benefits resulting from the combination of secure supply, economies of scale and streamlined service processes;
- TNPA must receive proactive improvements from the Service provider with respect to supply services and related processes as well as any industry developments;
- TNPA's overall image must be strengthened by the chosen Service provider's service delivery systems; and
- TNPA must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.
- TNPA 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 for vessel galley waste, hazardous waste and general waste generated at the Port of Saldanha. The supply of the aforementioned waste management services is required at the Port of Saldanha for a period of 36 months.

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

2.1 COLLECTION POINTS

Collecting points are determined as follows:

| Waste Type | Collection Points | Reference |
|------------------------------------|---|-------------------|
| Galley Waste | Iron Ore Terminal – Saldanha Side | Figure 2,3 and 4. |
| | Iron Ore Terminal – Langebaan Side | |
| | Multi-Purpose Terminal (Berth 201 till 204) | |
| | Oil Terminal (OPCSA) | |
| | Offshore Supply Base (OSSB) | |
| Mixed solid hazardous waste | Small Craft Harbour, TNPA | Figure 5 and 6 |
| | Infrastructure Maintenance Depot | |
| General Waste | Small Craft Harbour, TNPA | Figure 5 and 6 |

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| | | |
|-----------------------------------|----------------------------------|----------|
| | Infrastructure Maintenance Depot | |
| Fluorescent lights | Infrastructure Maintenance Depot | Figure 6 |
| Used Oil / Empty Oil drums | Small Craft Harbour, TNPA | Figure 5 |

Figure 1: Port of Saldanha



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Figure 2: Iron Ore Terminal (Saldanha & Langebaan Side)



Figure 3: MPT (Berth 201-204)

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Figure 4: Offshore Supply Base

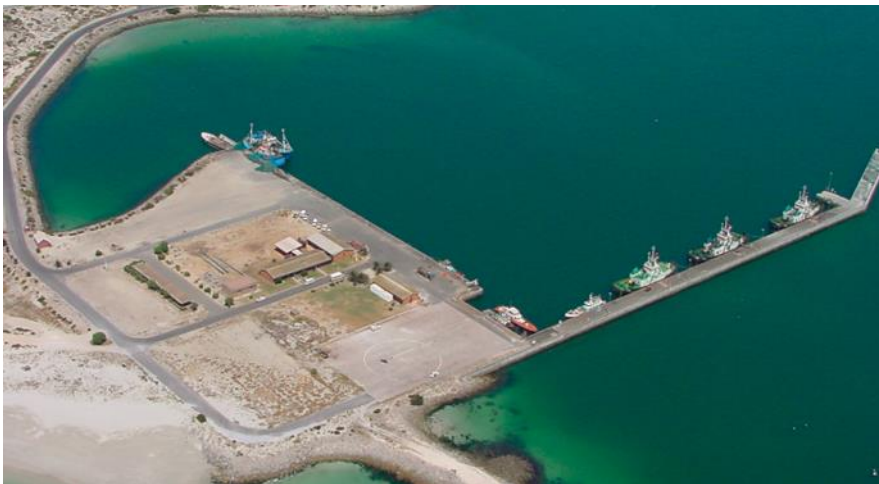


Figure 5: Small Craft Harbour, TNPA Saldanha

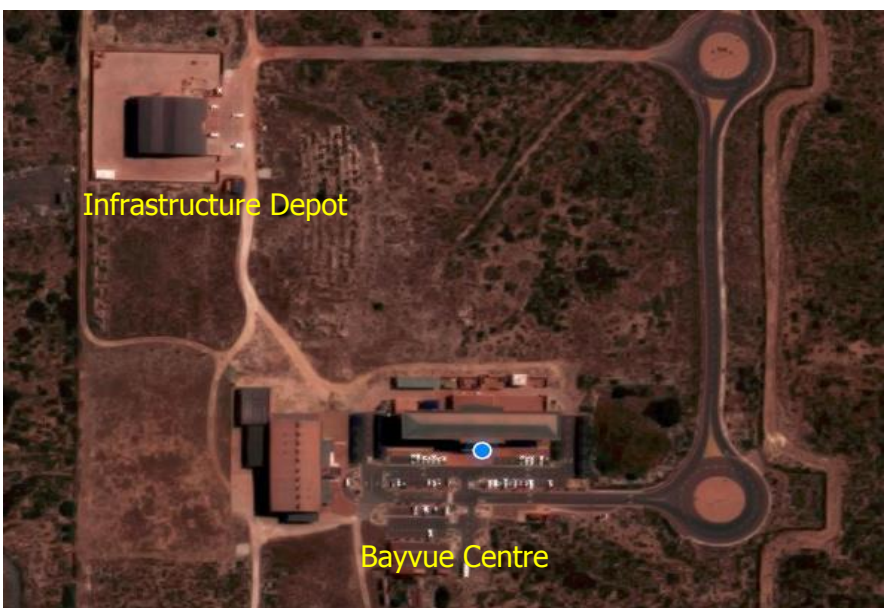


Figure 6: Bayvue Centre and Infrastructure Depot

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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/ Officer shall have the following duties in regard to the removal of the waste by the Contractor:
 - 3.3.1 monitor the removal of the waste so as to ensure that no waste is spilt during each loading operation and that there is no accumulation of waste which occurs during or after its removal;
 - 3.3.2 monitor the condition of each vehicle so as to ensure that it is in a roadworthy condition;
 - 3.3.3 monitor the removal of the waste by pointing out the exact location of waste receptacles to be removed at any particular point in time.
 - 3.3.4 List of areas for the permanent placement of skips for TNPA vessels in the Port;
 - 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 vehicle permits are furnished by TNPA to the Contractor to enable its Vehicle(s) to enter into the Port of Saldanha;
 - 3.3.7 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;
 - 3.3.8 furnish the Contractor with the Port Integrated Waste Management Plan;
 - 3.3.9 Through its Environmental Manager/Officer, conduct random checks on the Waste receptacles and equipment to ensure compliance with Port of Saldanha Waste Management Procedure and SHE Policy requirements;
 - 3.3.10 Regularly visit and audit the registered Landfill Site/s for compliance in respect of the disposal of the waste;
 - 3.3.11 Communicate to the Contractor the need to review the Terms of the Contract in line international best practice in the management of Waste;

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3.3.12 Provide the Contractor with the Port of Saldanha South African Waste Information Centre (SAWIC / IPWIS) registration number.

4. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall:

- 4.1 provide all personnel inclusive of 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 waste will be removed from TNPA and disposed of at Vissershok landfill site.
- 4.2 Ensure that the personnel is made aware of the conditions set out in the waste licence for Vissershok landfill, as attached as **Annexure 1**.
- 4.3 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;
- 4.4 be responsible for the safe loading, removal and transportation and disposal of the 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;
- 4.5 ensure that all statutory laws and other legislation pertaining to the handling, removal, transportation and disposal of waste are complied with;
- 4.6 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;
- 4.7 inspect the areas concerned and the nature and quantities of waste requiring removal, shall perform the service in such a manner that the areas concerned are left in a tidy and sanitary condition;
- 4.8 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;
- 4.9 co-operate with TNPA and comply with all instructions issued and restrictions imposed with respect to the works which affect the operation of TNPA;

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- 4.10 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. 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;
- 4.11 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;
- 4.12 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, addresses and telephone numbers of such representative;
- 4.13 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;
- 4.14 ensure that no permanent works or structures of any nature are erected on TNPA property;
- 4.15 ensure that all waste is disposed of at the registered H:H 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;
- 4.16 provide a safe disposal certificate and waste manifest documents for all waste removed to TNPA Environmental Department;
- 4.17 use international best practice procedures in the management of 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;

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5 LOADING, REMOVAL AND TRANSPORTATION OF WASTE

- 5.1 The vessel agent must inform TNPA of its galley waste requirements prior to the vessels' arrival at the Port. The TNPA Environmental Department will inform the Contractor of the vessel's requirements. The vessel will dispose of the waste into the skips available at the terminal.
- 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 sufficient to meet the vessel and port requirements.
 - 5.2.2 remove and dispose of the waste in accordance with the waste management plan, as provided to them by the Port of Saldanha.
 - 5.2.3 deliver or email to TNPA a daily schedule of the ships serviced in the Port of Saldanha every Friday;
 - 5.2.4 remove all waste, including, but not be limited to, the waste from designated sites within TNPA, as agreed upon with the Environmental Manager/Officer;
 - 5.2.5 on an ongoing basis load, transport and/or remove all galley waste generated by vessels from the Port of Saldanha or designated Collection and Loading Points and transport such Galley Waste to the registered Landfill Site as required by TNPA;
 - 5.2.6 ensure that all waste is loaded onto the vehicle(s) provided and operated by the Contractor;
 - 5.2.7 ensure that during the loading, removal, consolidation (if applicable) and transportation of the waste that no spills and/or dust is generated;
 - 5.2.8 ensure that each load of general and hazardous waste is covered using a tarpaulin or lid prior to the transportation thereof from the actual point of loading;
 - 5.2.9 ensure that all waste removed by the Contractor is fully traceable from the time of generation to the disposal area of a registered Landfill Site;
 - 5.2.10 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.

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5.2.11 appoint a Supervisor who shall manage the performance of the Service at the Port of Saldanha. The Supervisor shall have the following duties in regard to the performance of the Service including but not limited to:

- 5.2.11.1 monitor the level of the bins and empty the bins when it is at least 75% full;
- 5.2.11.2 monitor the removal of the galley waste, hazardous waste or general waste so as to ensure that no waste is spilt during each loading operation or during transportation
- 5.2.11.3 ensure that all waste loads are covered with a tarpaulin/lids during transportation;
- 5.2.11.4 perform daily inspections to ensure that the skips is correctly placed and that it is in the required condition and that it is in compliance with the Port of Saldanha's Waste Management Procedures;
- 5.2.11.5 monitor the collection, transportation and disposal of the waste;
- 5.2.11.6 ensure that TNPA vehicle permits are obtained from TNPA to enable its Vehicle/s to enter into the Port of Saldanha;
- 5.2.11.7 ensure that no Vehicle is overloaded prior to such vehicle performing any movement;
- 5.2.11.8 ensure that all requisite and appropriate decals or permits are displayed on the Vehicle;
- 5.2.11.9 accept responsibility for the safe transportation of the 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;
- 5.2.11.10 ensure that the release of each Vehicle is signed by a TNPA Representative when it is ready to depart from the Port of Saldanha, 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.
- 5.2.11.11 obey all reasonable instructions of the TNPA Representative in the performance of the Service.

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6. BIN TURNAROUND TIMES

- 6.1 **Galley waste** - ensure that the waste receptacles are provided timeously but within a maximum period of four (4) hours after having been notified. A minimum of two (2) 2m³ skips must be provided per vessel and a maximum number of three (3) skips can be placed at a vessel, if requested by the vessels agent and if deemed necessary by the Port of Saldanha's Environmental Department;
- 6.2 **Hazardous Waste** - Ensure that the waste receptacles are provided timeously but within a maximum period of twenty-four (24) hours after having been notified.
- 6.3 **General Waste** - Ensure that the waste receptacles are provided timeously but within a maximum period of twenty-four (24) hours after having been notified.

7. EQUIPMENT AND VEHICLE/S

- 7.1 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.
- 7.2 The choice of the Equipment or Vehicle(s) shall rest with the Contractor without limitation, however, the Contractor undertakes at all times to:
- 7.2.1 supply all necessary skips in which the waste will be placed for the duration of this Agreement and ensure that all the skips are colour coded according to TNPA's requirements and duly labelled with signage as required by legislation;
- 7.2.2 supply all necessary equipment, vehicle(s), transport, competent employees, adequate supervision, and each and every item of expense necessary for the timeous and safe performance of the Service;
- 7.2.3 the vehicle and skips must be cleaned daily offsite and the contaminated runoff must be treated and / or disposed of correctly;
- 7.3 provide comprehensively insured, roadworthy and duly licensed vehicle(s) to perform the Service, with all the requisite road transport permits;
- 7.4 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;
- 7.5 ensure that all maintenance, servicing and mechanical repairs (hereinafter referred to as "maintenance"), of the Equipment and the Vehicle(s) including all adjustments

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- 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;
- 7.6 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;
- 7.7 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 Saldanha pursuant to this Agreement other than for the purpose of servicing, maintaining or repairing them;
- 7.8 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 Saldanha. 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;
- 7.9 keep all its equipment and vehicle(s) marked in such a way as to be readily identified as being the property of the Contractor;
- 7.10 properly document all equipment removed from, or re-instated in compliance with the TNPA's Access Control and Asset Control Procedures which is available on request;
- 7.11 ensure that all Equipment which is redundant, requires servicing, maintenance or repairs and which need to be removed from the Port of Saldanha are surrendered or declared to the TNPA security personnel or are disposed of in accordance with the instructions of the TNPA security personnel;
- 7.12 ensure the driver of each of the Vehicle(s) performing the Service is:
- 7.12.1 in possession of suitable protective equipment during loading, removal and transportation, consolidation (if applicable) and disposal of the waste;
- 7.12.2 in possession of a valid driver's licence and applicable permits at all times;
- 7.12.3 ensure that the vehicle is adequately equipped with spill kits, first aid kits and/or any other emergency equipment necessary.

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8. TRAINING

The Contractor undertakes to ensure that:

- 8.1 there are sufficient and available employees together with supervision who shall have the requisite skill and experience to perform the Service;
- 8.2 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;
- 8.3 employees undergo continuous refresher-training as may be required by applicable legislation 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;
- 8.4 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;
- 8.5 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 Induction which will be provided by TNPA;
- 8.6 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
- 8.7 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.

9. INTERIM STORAGE OF WASTE

- 9.1 In the event of there being 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:
 - 9.1.1 obtain prior written approval from the SHE Manager;

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- 9.1.2 transport such waste to its registered storage facility that has been approved and permitted by DEA and/or DWS;
- 9.1.3 ensure that such waste does not remain overnight in a storage facility and that it is disposed of on the same day at the registered Landfill Site; and
- 9.1.4 be responsible for all and any costs incurred in relation to the waste being transported to and from the facility and thereafter to the registered Landfill Site.

10. DISPOSAL OF WASTE

The Contractor shall ensure:

- 10.1 that the disposal of the waste at the registered Landfill Site complies with all national, provincial and local legislation and/or other applicable legislation;
- 10.2 that the disposal of the 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;
- 10.3 that all waste is disposed of at a registered H:H landfill site;
- 10.4 that it obtains a duly signed manifest for each load of waste disposed of at the registered H:H landfill site and submits each duly signed manifest to TNPA.
- 10.5 that all costs incurred from the Collection and Loading Point until the Galley Waste is disposed of at a registered H:H 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;
- 10.6 The Contractor shall furnish to SHE Manager/ Environmental Manager, prior to the commencement and performance of the Service, the following:
 - 10.6.1 all relevant waste transportation, handling permits and certificates as required by the Local, Provincial and/or National regulatory authorities;
 - 10.6.2 proof of landfill Site registration with DWS or DEA and also provide evidence to indicate that the Landfill Site is authorised to dispose of the types of waste and loading rates of the Landfill Site(s); and
 - 10.6.3 the permit(s) and/or license required to dispose of waste in the registered Landfill Site.
- 10.7 The Contractor undertakes to:

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- 10.7.1 obtain the written approval from the Environmental Manager/Officer/Specialist prior to introducing improvements to TNPA's current waste management practices in terms of the Port of Saldanha's Integrated Waste Management System;
- 10.7.2 obtain the written approval from the Environmental Manager/Officer 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;
- 10.7.3 accept from TNPA the quantity of waste to be handled from time to time as determined by TNPA in its sole and unfettered discretion pursuant to this Agreement;
- 10.7.4 remedy and rectify all non-conformances within a period of forty eight (48) hours of it having occurred or having been notified by the SHE Manager;
- 10.7.5 not supply any information of any nature relating to the performance of the Service or the contents or composition of the waste nor any chemical analysis or components thereof to any unauthorised third party whatsoever;
- 10.7.6 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
- 10.7.7 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 Saldanha, 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.

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11. SPILLAGES BY THE CONTRACTOR

- 11.1 The Contractor must ensure that all necessary and reasonable measures are taken to prevent the spillage of any waste in the Port of Saldanha, on public roads, onto third party property and into and onto the environment, during the loading, removal, transportation, and disposal of the waste.
- 11.2 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.
- 11.3 The Contractor shall ensure that in the event of a spillage occurring it:
- 11.3.1 immediately inform the TNPA of the incident as well as remediation measures undertaken;
 - 11.3.2 the vehicle and all affected areas must be appropriately cleaned and sanitised after disposal;
 - 11.3.3 that the chemicals used by the Contractor, in the clean-up process are biodegradable and that the Contractor will ensure that the chemicals will not contaminate storm water and / or cause any damage or harm to the environment;
 - 11.3.4 that the Contractor has adequate hazmat resources;
 - 11.3.5 that the Contractor will adhere to the Emergency turn-around time which will be provided to the Contractor prior to the Commencement Date;
 - 11.3.6 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.