

TRANSNET NATIONAL PORTS AUTHORITY
AN OPERATING DIVISION OF TRANSNET LIMITED
REGISTRATION NUMBER 1990/000900/06

PROJECT SPECIFICATION – Annexure A (Amended scope)

CONTRACT NO. TNPA/2022/09/1175/13301/RFQ

**PROVISION OF A SERVICE FOR THE REMOVAL OF DOMESTIC
WASTE WITHIN THE PORT OF CAPE TOWN FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

1. SCOPE OF WORK

Provision of a service for the removal of domestic waste within the Port of Cape Town for a period of Thirty-six (36) months. This shall entail the placing of 80 x 240 litre wheeled plastic containers ("Otto" bins) placed at defined points within the Port of Cape Town.

2. CONTRACTOR'S REPRESENTATIVES

The Contractor shall nominate representatives of whom at least one shall be available at any hour for call-out in case of emergency. The Contractor shall provide TRANSNET NATIONAL PORTS AUTHORITY with the names and telephone/mobile numbers of the representatives.

3. TRANSNET NATIONAL PORTS AUTHORITY REPRESENTATIVES

TRANSNET NATIONAL PORTS AUTHORITY representatives for specific areas will be nominated and made known to the Contractor. The name contact phone number and location of work place of each representative will be supplied to the Contractor.

NO payment will be made without the signed verification of the service rendered being obtained from the specified representative.

4. CONTRACT PERIOD

The contract(s) to be concluded with the successful TENDERER(S) will be valid for a maximum period of thirty six (36) months, with a notice period of one (1) month i.e. TNPA shall have the right to cancel this contract at any time by giving one (1) month written notice to that effect.

5. MATERIAL SUPPLIED BY TRANSNET NATIONAL PORTS AUTHORITY.

No material of equipment will be supplied by Transnet National Ports Authority.

6. DETAILS OF PLANT AND EQUIPMENT

Tenderers must state what plant or equipment they propose using and the manner in which the service will operate. Full details of how your business operates are to be submitted with tenders.

7. DAMAGE TO CONTRACTOR'S VEHICLES, PLANT AND EQUIPMENT

Transnet National Ports Authority will not be responsible for any loss of or damage to any waste bins, vehicles, plant and equipment belonging to the Contractor except for loss or damage which is due to willful misconduct or gross negligence on the part of Transnet National Ports Authority or any of its employees.

8. INSURANCE

8.1 The Contractor will be required to certify that he/she does carry the following insurance cover for the full duration of the Contract.

8.1.1 Contractor's property - the full value of all material, plant and equipment brought on to the site by the Contractor for the performance of his/her obligations in terms of the contract.

8.1.2 Public liability - the CONTRACTOR shall take out a public liability insurance policy in an amount of R1 000 000.00 (One Million Rand) per occurrence on terms approved by TNPA.

8.1.2.1 **Such policy shall:**

8.1.2.1.1 be of full force and effect as from the commencement date of the contract;

8.1.2.1.2 not be cancelled or terminated by the CONTRACTOR without the prior written consent of TRANSNET NATIONAL PORTS AUTHORITY;

8.1.2.2 **The CONTRACTOR shall:**

8.1.2.2.1 pay the premiums for such insurance policy promptly on due date;

8.1.2.2.2 submit proof of payment to TRANSNET NATIONAL PORTS AUTHORITY if requested to do so;

8.1.2.2.3 not do, or cause to be done, any act or omission, which shall affect the validity of such insurance policy or cause its cancellation.

9. GENERAL REQUIREMENTS OF WASTE REMOVAL SERVICE

- 9.1 The CONTRACTOR shall provide a service, which, in the interest of public health, hygiene, to ensure clean and tidy areas without any form of pollution. The CONTRACTOR shall ensure that all statutory laws pertaining to the removal and disposal of domestic waste are complied with at all times.
- 9.2 The CONTRACTOR, having inspected the areas concerned and the nature and quantities of waste requiring removal, shall perform the service in accordance with the conditions such a manner that the areas concerned are left in a tidy and sanitary condition.
- 9.3 The work shall be carried out under the supervision of TRANSNET NATIONAL PORTS AUTHORITY but the CONTRACTOR shall be responsible for the acts and omissions of its employees.
- 9.4 The CONTRACTOR shall co-operate with the officers of TRANSNET NATIONAL PORTS AUTHORITY and shall comply with all instructions issued and restrictions imposed with respect to the works which affect the operation of TRANSNET NATIONAL PORTS AUTHORITY.
- 9.5 Without limiting the generality of the provisions of Clause 9.4, an officer of:-

TRANSNET NATIONAL PORTS AUTHORITY, having identified him/herself, may stop the work if, in his/her opinion, the safe passage of trains, vessels and traffic within the port or the safety of TRANSNET NATIONAL PORTS AUTHORITY assets or any person is affected.
- 9.6 In the event of there being industrial action, whereby the CONTRACTOR is either prevented from gaining access to provide a service or the contractor is unable to deliver service due to shortage of resources, the CONTRACTOR shall immediately notify the officer of TRANSNET NATIONAL PORTS AUTHORITY. Business Contingency plans shall be introduced whereby it may be necessary to perform the service outside normal working hours.
- 9.7 The CONTRACTOR shall not restrict the free use of any road, right-of-way or path on TRANSNET NATIONAL PORTS AUTHORITY property unless he/she has obtained the approval of the authority/owner concerned.
- 9.8 The CONTRACTOR shall make good or bear the cost of making good any damage caused by him to any road, path or street on TRANSNET NATIONAL PORTS AUTHORITY property.
- 9.9 No permanent works or structures of any nature will be erected on TRANSNET NATIONAL PORTS AUTHORITY property.

10. SERVICES TO BE PROVIDED

10.1 This contract is designed to cover the provision and servicing of domestic waste bins in the Port of Cape Town. This shall entail the placing of 240 litre capacity wheeled plastic containers (with a lid), commonly referred to as "Otto" bins, at specified points throughout the port.

10.2 Description of Waste:

General waste as defined in the National Environmental Management: Waste Act 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; and
- (d) inert waste.

10.3 (a) Service of Bins

The bins must be emptied once a week, i.e. Every week on Mondays.

(b) Special Events

The wheelie bins to be emptied when there are events on site. The time table will be provided to the service provider on time and the specific date will also be communicated. Note that this collection will not follow the normal pattern of regular collection of Monday's but could be at any given day.

(c) AD HOC SERVICES

The service provider may anticipate AD-HOC on General (Domestic) waste services which will be communicated on time.

10.4 Collection of Waste:

All waste is to be collected from the Port with a road-worthy and licensed vehicle and disposed of at a registered landfill site without spilling waste on the road.

10.5 Hygiene:

The waste bins are to be disinfected once a week and maintained in a serviceable condition. The contractor shall inform TNPA of the type of disinfectant to be used (MSD to be supplied).

10.6 The Contractor shall make arrangements with TRANSNET NATIONAL PORTS AUTHORITY for access to bins at each of those premises where the bins are not readily accessible. Another copy of MSD should be onsite at all times.

10.7 **Appearance of refuse bins:**

The bins must be clearly marked "For domestic waste only" with bin number and the service provider trade mark or logo. Bins are to be marked with reflective tape all-round (1.5 meter from the bottom) to be visible for operational staff working at night.

11. **DISPOSAL OF WASTE**

11.1 All waste emanating from and within the ports must be disposed of in accordance with all statutory laws and local authority by-laws and regulations governing the category of waste being handled.

11.2 TRANSNET NATIONAL PORTS AUTHORITY wishes to be seen as a responsible authority with regards to the generation, handling and disposal of waste that emanates from activities in the Port.

To this end TRANSNET NATIONAL PORTS AUTHORITY needs to be assured that the waste is being properly managed in the disposal operation. **The certificates from the landfill site are required to be submitted on a monthly basis.**

11.3 Loaded waste shall be adequately covered in transit over public roads as required by legislation (National Road Safety Act) to the satisfaction of TRANSNET NATIONAL PORTS AUTHORITY.

11.4 The CONTRACTOR shall take any necessary measures to prevent spillage or seepage from vehicles during transportation to the landfill site.

11.5 The CONTRACTOR shall provide a safe disposal certificates for all waste removed on a monthly basis.

11.6 It is the responsibility of the CONTRACTOR to ensure that all waste is correctly disposed at a landfill site, which is specifically designated for such purposes. This site of disposal shall be subjected to random audits by the waste generator (TNPA).

11.7 The CONTRACTOR must provide the weight of the waste removed on monthly basis (Tonnage of waste). According to the law this must be provided.

12. **INFORMATION TO BE OBTAINED ON SITE**

12.1 Tenderers shall visit the sites of the proposed waste removal service and acquaint themselves with the nature of the work, the conditions under which the work is to be done, the means of access to the site, the waste to be removed, any limitations or restrictions that may be imposed by TRANSNET NATIONAL PORTS AUTHORITY, local or other authorities and in general with all matters that may influence or effect the contract and shall be deemed to have allowed in his tender for any additional

costs involved due to the foregoing as no claims for any extras will be entertained.

- 12.2 TRANSNET NATIONAL PORTS AUTHORITY does not guarantee that the waste to be disposed of as observed at the site meeting will remain of a consistent nature since it is linked to operational activities.
- 12.3 TRANSNET NATIONAL PORTS AUTHORITY does not guarantee that the waste quantity will be the same as per the estimates as it fluctuates with the operational activities of the port and its operators.
- 12.4 A tender may be rejected should the Tenderer not have arranged for the prescribed form E4 (A) Site Inspection Certificate attached hereto, to be signed by Transnet National Ports Authority's Representative concerned and submitted with the tender.

13. SECURITY

- 13.1 The Contractor shall adhere to the Port security measures (ISPS Code) as enforced by TRANSNET NATIONAL PORTS AUTHORITY.
- 13.2 The Contractor shall ensure his staff and vehicle(s) obtain the necessary access permits from the TNPA offices.
- 13.3 The Contractor shall ensure his staff adheres to Port Security rules and regulations.

14. LEGAL REQUIREMENTS

- 14.1 The Contractor shall comply with the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993) and any amendment thereof.
- 14.2 The Contractor undertakes to carry out its obligations in accordance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations and to comply with all requirements of the Act. The Contractor also undertakes to comply with the Safety Rules of Transnet as adopted from time to time, a copy of which can be obtained from the relevant project leader.
- 14.3 The Contractor shall at his/her own cost comply with the provisions of all such laws, Provincial Ordinances, Local Authority By-laws and all relevant Regulations framed thereunder which are applicable to the work to be undertaken.
- 14.4 The Contractor shall comply at his/her own cost with the National Waste Act: 59 of 2008: Storage, collection and transportation of waste under this section:
 - 14.4.1 **Section 21:** General requirement for storage of waste:
 - 14.4.2 **Section 24:** Collection of waste
 - 14.4.3 **Section 25:** Duties of persons transporting waste
 - 14.4.4 **Section 26:** Prohibition of unauthorised disposal

15. SCHEDULES OF PRICES AND PROVISIONAL QUANTITIES

15.1 Tenderers shall quote by completing in ink the Schedule of Prices and Provisional Quantities.

15.1.1 SCHEDULE OF PRICES AND PROVISIONAL QUANTITIES

15.1.1.1. Item 1: The provision of bins (monthly and for 36 months)

Need to quote for the initial provision of up to a **maximum** of 80 "**Otto**" bins of 240-litre capacity. It should also include removal of bins at end of Contract. **The location list of the wheelie bins will be provided on the award of the contract with the successful bidder.**

15.1.1.2 Item 2: Charge: Servicing of up a maximum of 80 "Otto" bins, emptying replacing and removal of waste to a Registered Landfill site

Charge is to be quoted for the provision of a waste removal service allowing for the following:

- Emptying each bins once per week (i.e. 80 "services" per week)
- Transport of waste to a registered Landfill site
- Disinfection of bins – once a week.

This charge must not include the cost of the disposal of the waste at the Landfill site, as this item will be measured and paid for separately.

15.1.1.3 Item 3: Charge per ton for disposal of waste at an approved Landfill site

The charge per ton for the disposal of the waste is to be quoted under this Item. The disposal charge has been separated from the service charges as it is not subject to a minimum and will be paid as measured.

The charge per ton as raised by the Landfill site for the disposal of domestic waste is to be quoted. **The estimated tons per month is approximately 15 tons.** This value fluctuate as per activities, it is not constant.

Payment for this item will only be effected on receipt of Landfill disposal receipts that reflects the vehicle registration number, the volume disposal of and the date of disposal.

The CONTRACTOR shall include in his tender documentary evidence of the Landfill site charges applicable at the time of tendering.

15.1.1.4 Item 4: The provision of Recycling Stations

Need to quote for the provision of 2 recycling stations. The final number of stations will be provided on the award of the tender. The container must be divided into 4 compartments for recyclables. It should also include removal of these containers at the end of Contract.

15.1.1.5 Item 5: Charge: Servicing of Recycling containers bins, emptying replacing and removal of waste to the required recycling area.

Charge is to be quoted for the provision of a waste removal service allowing for the following:

- Emptying of recycling containers on a call out (Per "service")
- Transport of waste to a registered recycling main station.
- Disinfection of bins – each time it's serviced.

15.1.1.6 Item 6: Rebates for Recyclable Material

Price is to be quoted for collected recycling material of the following.

- (a) Value of Paper per kg
- (b) Value of Tin Cans per kg
- (c) Value of Glass Bottles per kg
- (d) Value of Plastic Material per kg

Payment for this recycling (15.1.1.6) must be paid to Transnet National Ports Authority's account. The account detail will be provided on the award of the successful tender.

15.2 Tenderers must submit the completed Schedules of Prices and Provisional Quantities with their tenders. Tendered prices shall be deemed to be all-inclusive and shall allow for all aspects of the work.

16. MEASUREMENTS AND PAYMENT

16.1 The CONTRACTOR is required to submit documentary evidence of all changes in Landfill site charges that affect this contract for payment purposes.

16.2 Payment shall be made on a monthly basis in accordance with the rates tendered in the Schedules of Prices and Provisional Quantities.

16.3 On the 15th of each month the Contractor shall submit to the SHEQ Manager (Transnet National Ports Authority), Risk Building, Duncan Road, Port of Cape Town a detailed record of the service rendered. A copy of all the signed removal records referred to in clause 16.1 must be forwarded with the record. Should the 15th of the month be over weekends, then invoice to be submitted Monday.

17. VALUE ADDED TAX

Value added tax in terms of the Value Added Tax Act No. 89 of 1991 should not be included in the tendered rates.

18. PENALTY FOR NON-FULFILMENT OF SERVICE

18.1 If the bins are not clearly marked, there will be a charge of R150 per bin per day.

- 18.2 Bins not serviced as per scheduled, the amount of R380 per bin per service will be charged.
- 18.3 All penalties will be deducted at the end of a month from payment advice.

19. CONTRACT PRICE ADJUSTMENTS: ESCALATION

- 19.1 The charge per ton for the disposal of the waste at the dump-site (dumping charge) will be subject to escalation in accordance with the tariffs raised at the designated dump-site after 12 months.
- 19.2 All other charges will be subject to escalation in the following manner:
- 19.2.1 Escalation will not be calculated monthly in this contract. The quoted rates in the Schedule of Prices and Provisional Quantities shall be fixed for a period of 12 months. Thereafter, the fixed rates applicable for each succeeding 12-month period shall be calculated in accordance with CPI (Consumer Price Index). No further review of prices shall be entertained during the agreement period.
- 19.2.5 For this contract, the "urban area nearest the site" for the purpose of establishing the labour indices, will be: **CAPE PENINSULA**
- 19.2.6 The amount to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amounts certified for payment by the contract price adjustment factor for that period as determined by clause 19.2.1.

20. ALTERNATIVE PROPOSALS

Tenderers may submit alternative proposals/methods for the removal and disposal of the Domestic Waste from the Port, which will be considered by Transnet National Ports Authority.

21. GENERAL

- 21.1 The CONTRACTOR shall not cede, assign, transfer or sub-let the agreement or any part thereof and not enter into any sub-contract of whatever nature for the execution hereof without the prior written consent of TRANSNET NATIONAL PORTS AUTHORITY.
- 21.2 No amendment or variation of, or addition to this agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 21.3 No extension of time waiver, indulgence, release from liability, compromise or other arrangement granted or allowed by either party shall constitute a waiver or notation of, or in any other way prejudice such party rights in terms hereof.

22. Emergencies

22.1 It is the responsibility of the service provider to ensure that there are alternatives to provide services during the emergencies out of his costs. Provide TNPA with active business contingency plan within 24 hours should there be any disruption of the services whatever the circumstances may be.

23. SHE FILE

The appointed Contractor shall prepare and submit a SHE file that include but not limited to the following documents:

- a. Valid COID Letter of good standing;
- b. Public liability insurance;
- c. Signed Section 37 agreement (to be provided by Transnet National Ports Authority);
- d. Medical certificates for each employee to work on site including;
 - i. Hearing test & Lung function test
- e. Safety File (Must include but not necessarily limited to):
 - i. Risk Assessment;
 - ii. Appointment letters
 - iii. Safe Operating Procedures
 - iv. Waste Management Plan
 - v. Personal Protective Equipment checklist indicating all PPE to be worn on site
 - vi. Valid Drivers license and Valid PrDP "D" (Permit to transport of Dangerous Goods) for driver.

It should be noted that the successful bidder must apply and register for waste license permit with TNPA as per port Act requirement (National Ports 2005- Act No 12 of 2005). The licence fee can also be paid on yearly basis.

CONTRACTOR

PORT MANAGER

DATE: _____

DATE: _____

AS WITNESSES:

AS WITNESSES:

1. _____

1. _____

2. _____

2. _____