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GAZETTE NOTICE NO. 6332

THE KENYA PORTS AUTHORITY ACT

(Cap. 391)

IT IS notified for the information of the general public and the port users in particular, that the Kenya Ports Authority (hereinafter referred to as the "Authority") entered into an agreement with the Messrs. East African Marine and Environmental Management Company Limited (hereinafter referred to as the "Contractor") on the 28th of June 2002.

In the said agreement the Kenya Ports Authority granted Messrs. East African Marine and Environmental Management Company Limited a concession to perform the services of waste management at the port of Mombasa in compliance with the International Convention for the Prevention of Marine Pollution from Ships (MARPOL 73/78).

Messrs. East African Marine and Environmental Management Company Limited shall undertake the waste management in accordance with the Concession Agreement signed between the East African Marine and Environmental Management Company Limited and the Kenya Ports Authority and in particular in accordance with clauses 1 to 26 of the Concession Agreement and the schedules thereto.

Messrs. East African Marine Environmental Management Company Limited shall also in the execution of their obligations under the Concession Agreement strictly comply with clauses 1 to 7 of the Supplemental Agreement between Messrs. East African Marine and Environmental Management company Limited and the Kenya Ports Authority signed and dated 28th June, 2002 including the schedules thereto.

It is further notified for the information of the general public and the port users in particular, that pursuant to the said Agreements, namely the Concession Agreement and the Supplemental Agreement both dated the 28th June, 2002 between the Kenya Ports Authority and Messrs. East African Marine and Environmental Management Company Limited and guaranteed by MAT International Limited, Messrs. East African Marine and Environmental Management Company Limited shall in the performance of the general and specific services specified in the First Schedule charge the Tariffs specified in the Second Schedule.

FIRST SCHEDULE

General and Specific Description of Services to be Performed by the East African Marine and Environmental Management Company Limited.

GENERAL SERVICES

- (a) The East African Marine and Environmental Management company Limited waste management operations shall comprise the collection, recovery, recycling, treatment and disposal of Port (i.e. land based) waste, ship-generated waste and cargo associated waste.
- (b) The services will include the collection of solid waste, liquid waste, sewage, garbage and oily mixtures as defined and in compliance with the MARPOL 73/78 and other International Marine Organisation guidelines and recommendations.
- (c) The services will be available 24 hours a day 7 days a week.
- (d) Messrs. East African Marine and Environmental Management company Limited shall maintain efficient quality control systems and constant evaluation of the services and staffing shall be conducted on an ongoing basis so that Messrs. East African Marine and Environmental Management company Limited achieves the applicable ISO certification; and
- (e) Messrs. East African Marine and Environmental Management company Limited shall develop a waste management strategy that will involve the channeling of waste using systems which are technically-proven, commercially viable in compliance with the requirements of the Environment Management and Co-ordination Act (No. 8 of 1999) and international-accepted environmental guidelines.

SPECIFIC SERVICES

Messrs. East African Marine and Environmental Management Company Limited shall provide the following specific services including all plant machinery, equipment and personnel in connection with the services:

- (a) Messrs. East African Marine and Environmental Management Company Limited shall provide all the necessary equipment including vacuum trucks, tippers, and a barge with sufficient capacity to collect all Ship-generated waste within the Port.

- (b) Messrs. East African Marine and Environmental Management Company Limited shall provide garbage bins, waste separation receptacles, waste oil holding tanks for liquid wastes and a reception barge all with sufficient capacity to receive the subject matter.
- (c) Messrs. East African Marine and Environmental Management Company Limited shall provide a treatment and recycling plant for oily wastes in accordance with the Proposal; and
- (d) Messrs. East African Marine and Environmental Management Company Limited shall liaise with key port personnel in the monitoring and enforcement of MARPOL 73/78 with a view to preventing marine and/or other environmental pollution.

SECOND SCHEDULE

1. The initial Tariff Rates shall be as follows:

<i>Vessel Size in Gross Tonnage (GT)</i>	<i>Rate in US Dollars (US \$)</i>	<i>Applicable Per</i>
Less than 1,000 tons	1,000	Year
1,000 but less than 3,000 tons	750	Call
3,000 but less than 6,000 tons	1,250	Call
6,000 but less than 12,000 tons	1,700	Call
12,000 and above	1,850	Call

2. The above Tariff Rates will cover the following services—

- (a) collection, transportation, treatment and disposal up to 10 tons of garbage and up to 100 tons of waste oil/sludge;
- (b) providing receptacles of the type and capacity approved by the Kenya Ports Authority to be in accordance with the requirements of MARPOL 73/78 for collection of waste; and
- (c) processing and issuance of certificate in accordance with MARPOL 73/78.

3. For collection, transport, treatment and disposal of Garbage or waste oil/sludge above the quantities specified in paragraph 2 (a) of the Second Schedule, the additional tonnage will be charged as follows—

- (a) Garbage at the rate of US \$ 10 per ton; and
- (b) Waste oil/sludge at the rate of US \$ 75 per ton.

4. Messrs. East African Marine and Environmental Management Company Limited and the Kenya Ports Authority further agree as follows:

- (a) Messrs. East African Marine and Environmental Management Company Limited shall at the request of the Kenya Ports Authority assist the Kenya Ports Authority in the collection, transportation and disposal of damage or contaminated cargo.
- (b) Messrs. East African Marine and Environmental Management Company Limited shall participate in the Oil Spill Contingency Plan for the Port of Mombasa and at the request of the Authority shall give priority in responding to Oil Spill emergencies and salvage operations under the direction of the Kenya Ports Authority.
- (c) Messrs. East African Marine and Environmental Management Company Limited shall at the request of the Kenya Ports Authority undertake collection and disposal of waste generated by the Kenya Ports Authority's marine craft or as a result of the Kenya Ports Authority's land-based activities including but not limited to disposal of damage or contaminated cargo under the Authority's control or the washing of berths; and
- (d) The rates of payment for any services rendered under subparagraphs (a) to (c) of paragraph 4 shall be agreed between Messrs. East African Marine and Environmental Management Company Limited and the Kenya Ports Authority prior to carrying out of the specified services.

5. The Tariff rates specified in the Second Schedule shall come into force on 1st October, 2003.

Dated the 9th September, 2003.

JOHN MICHUKI,
Minister for Transport and Communications.