

1. BACKGROUND & PURPOSE

- 1.1 The management of waste in the University of the Witwatersrand falls within the mandate of the Operations and Facilities Management Department under the portfolio of the Deputy Vice Chancellor- Systems and Operations. This mandate is derived from Section 24 of the Constitution of the Republic of South Africa (Act 108 of 1996)¹ The Department is responsible for providing a waste management service to the University community and visitors.
- 1.2 South Africa is experiencing severe constraints in terms of the availability of landfill space; therefore, Department wishes to appoint external Service Providers who will be responsible for promoting a commitment to environmental stewardship by providing sustainable solutions. The solution will focus on the collection, sorting, diversion, conversion, treatment, removal, transportation, and disposal of general waste, with the objective of supporting the achievement of Zero-Waste to Landfill by 2035. Due to the negative environmental impacts associated with the treatment and disposal of general waste, diversion from landfill is therefore a priority of the University of the Witwatersrand in line with the sustainability strategy.

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Constitution of South Africa (Act 108 of 1996): Everyone has the right to:

- a) an environment that is not harmful to their health or wellbeing and to have the environment protected through reasonable legislative measures;
- b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that:
 - (i) prevent pollution and ecological degradation;
 - (ii) promote conservation; and
 - (iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.

2 DEFINITIONS AND APPLICABLE DOCUMENTS

Term / Acronym	Definition
Collection	Movement of waste from intermediate storage site of the Material Recycling Facility (MRF) to a primary waste holding area or from primary waste holding areas to the final disposal site
Disposal to landfill	Collection, transportation and discharge or release of any waste material in an approved manner with no intention to cause any environmental degradation or affect human health
GWIS	Gauteng Waste Information System
MRF	Material Recycling Facility is the University premises whereby all waste will be collected for further processing.
Recycling	A process where waste is reclaimed for further use, which process involves the separation of waste from a waste stream for further use and the processing of that separated material as a product or raw materials.
SAWIS	South African Waste Information System.
Sorting	The systematic separation of discarded or processing (facility) into distinct, material streams (e.g., paper, plastic, glass, metal) to minimize contamination and maximize resource recovery for reprocessing.
Treatment	Means any method, technique or process that is designed to change the physical, biological or chemical character or composition of a waste or remove, separate, concentrate or recover a hazardous or toxic components of a waste, or destroy or reduce the toxicity of a waste in order to minimise the impact of the waste on the environment prior to further disposal.
Waste generator	Any person, organization or facility engaged in activities that generate waste.
Waste management	All activities, administrative and operational, involved in the handling, treatment, conditioning, storage, and disposal of waste (including transportation).
Waste manifest system	A system of control documentation containing the information specified in the Waste Classification and Management Regulations, regulation 634 of 2013.
Waste package	Product which includes the waste from, waste container(s), and any internal barriers (e.g. absorbing materials or liners), prepared in accordance with the requirements for handling, transportation, storage, and disposal.
Waste	Any substance, material or object, that is unwanted, rejected, abandoned, discarded or disposed of, or that is intended or required to be discarded or disposed of, by the holder of that substance, material or object, whether or not such substance, material or object can be re-used, recycled or recovered and includes all wastes as defined in Schedule 3 to this Act; or any other substance, material or object that is not included in Schedule 3 that may be defined as a waste by the Minister by notice in the Gazette.

3 THE UNIVERSITY'S OBJECTIVES

- 3.1 The Service Provider will collect, transport, sort, recycle and dispose of waste from the University of Witwatersrand in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) and other applicable legislations.
- 3.2 The University is committed to the reduction of pollution resulting from its activities as well as improving its environmental performance through adopting and implementing sustainability principles. This comprehensive waste management solution will aim to ensure significant reduction of its negative impact to the environment. This is also in line with the University's Sustainability initiatives.
- 3.3 The University's aim is to identify and implement alternative solutions for its waste diversion and thereby reduce its quantities for disposal at the landfill site and improve on recyclables which is in line with its Waste management policy requirements.

4 SCOPE OF WORK

- 4.1 The Service Provider is responsible for a designated and environmentally complaint site to undertake sorting and recycling. The site will be audited by a University representative quarterly and inspected weekly.
- 4.2 The Service Provider will take the overall responsibility for waste removal from designated areas within the University, to the Service Providers recycling facility and ultimately to the landfill site. This involves collection, transportation, sorting, recycling, and disposal.
- 4.3 The Service Provider shall provide and maintain sorting stations, receptacles and any waste containers, skips and roll-on bins.
- 4.4 The Service Provider will have infrastructure, machinery and equipment at their premises, with a particular focus on waste minimization, separation, recovery and recycling, as well as waste disposal.
- 4.5 The Service Provider will work towards the set target of 65% diversion from landfill of general waste by the end of the first year and maintain it for the period of the contract to reduce waste to landfill through alternative waste treatment and disposal methodologies and continually measure and monitor overall performance.
- 4.6 The Service Provider shall provide advice and recommendations for the expansion of the University's onsite recycling initiatives and programs to instil sorting at point of origin.
- 4.7 The Service Provider shall confirm the volumes of sorted collected from the University premises. This will be achieved through the weighing of sorted waste using a mobile industrial weight scale which will be sourced and supplied by the Service Provider.

- 4.8 Diversion is calculated as the proportion of total waste received at the MRF that is diverted from landfill through approved recycling/recovery processes, with residual waste sent to landfill forming the non-diverted portion. Supporting weighbridge and recycling records will be used to verify reported diversion quantities.
- 4.9 Annual calibration and maintenance will be conducted by the Service Provider and costed to the University. The warranty and annual calibration certificates are to be submitted to the University.
- 4.10 Any repairs and maintenance of the scale must be included in the pricing structure.
- 4.11 The University will transport all collected waste to the Material Resource Facility and compost yard for collection by the Service Provider.
- 4.12 The Service Provider shall provide a clean receptacles to replace a full unit on upliftment.
- 4.13 The Service Provider shall ensure that proper precautionary measures are taken to ensure that no general Waste/debris is strewn while skips are in transit.
- 4.14 The Service Provider shall develop and implement a waste information system to track the trend of the various streams of waste collected from site, sorted, recycled and disposed. The University will have full access to the data to export and produce reports on an ad hoc basis.
- 4.15 The data belongs to the University and will not be shared with other parties except with explicit permission from a Senior University Representative.
- 4.16 The Service Provider is responsible for ensuring that targets are achieved for reduction of waste to landfill. Such information will be properly and regularly reported to the University by no later than the 7th business day of each month.
- 4.17 The Service Provider will supply the personnel undertaking emergency clean-ups on the University premises with the necessary Personal Protective Equipment and a uniform, with the company logos during waste projects, which ensures all employees are easily identifiable. Submission of relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements.
- 4.18 The Service Provider shall ensure that routine maintenance is conducted on all leased equipment and machinery according to manufacturer's specification and that all repairs and maintenance are at the cost of the Service Provider.
- 4.19 The Service Provider will be requested on an ADHOC basis to undertake emergency cleanups within the University premisses.
- 4.20 The Service Provider will be requested on a quarterly basis to undertake a deep cleaning of the MRF.

- 4.21 Ensure scalability of monetary amounts payable based on waste generated per month.
- 4.22 The Service Provider shall print and supply paper recycling boxes as per University guidelines.
- 4.23 Supervision and management:**
- 4.23.1 The Service Provider will ensure that monthly reports are submitted to the University representatives indicating recycling statistics and disposal manifests.
- 4.23.2 The Service Provider will ensure that legislative compliance is performed by competent individuals as specified in the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) and other applicable legislations.
- 4.23.3 The Service Provider will ensure that their Material Recycling Facility (MRF) is kept neat and clean.
- 4.23.4 All vehicles, machinery and equipment used to undertake this service is kept clean, leak proof and in good condition. The vehicles must be washed weekly, and the machinery & equipment must be cleaned monthly at the cost of the Service Provider.
- 4.24 Collections:**
- 4.24.1 Responsibility for spillage, contamination or environmental incidents during transfers or waste collection is the responsibility of the Service Provider.
- 4.24.2 The Service Provider will manage the availability, delivery and collection of the appropriate waste receptacles at the University Premises to avoid overflow, hygiene and OHS violations.
- 4.24.3 Collections required for all waste from the University premises will be made daily (Monday to Saturday) to ensure good housekeeping is maintained in all waste areas irrespective of weather.
- 4.24.4 First collection of waste receptacles is expected to be by 10am.
- 4.24.5 All vehicles will be fitted with a weigh scale appropriate for the receptacle that it is collecting and calibration certificates will be made available with the collecting truck for each lift.
- 4.24.6 Transport and logistics to handle the requirements relative to the transportation of waste products must comply with and/or exceed relevant National Road Traffic Act, 1996 (Act No. 93 of 1996). The service provider must ensure vehicles used have valid permits to transport waste.
- 4.24.7 The Service Provider must ensure that vehicles used are fitted with the necessary Emergency Response Equipment and are fitted with a tracker and that the Operations

manager and the waste controller can access tracking data and route map any time.
The University reserves the right to inspect the vehicles for compliance.

4.24.8 The Service Provider will have a Business Continuity Plan to ensure that there is no service disruptions in the case of labour strikes, resource constraints, fleet breakdowns, civil unrest or geo-political disruptions.

4.24.9 The below is a RACI matrix to clarify roles and responsibilities:

Activity	University	Service Provider
Waste generation	R	I
Sorting separation (campus)	R/A	I
Sorting and processing (off-site)	I	R/A
On-site small bin placement	R/A	C
On-site large bin placement	C	R/A
Transportation to MRF	R/A	I
MRF housekeeping	R	C
Waste collection from MRF	I	R/A
Off-site transportation	I	R/A
Recycling sales	I	R/A
Reporting and Data	C	R/A
Contamination at source	R	C
Contamination post collection	I	R/A

R = Responsible | A = Accountable | C = Consulted | I = Informed

4.25 Recycling Rebates

4.25.1 The Service Provider shall ensure that the rebate schedule aligns to the current market

4.25.2 The Service Provider is required to have a written agreement with recycling, treatment facilities and disposal sites that are permitted to legally carry out activities in line with their permit approvals.

4.25.3 Any proceeds derived from the sale of recycled or the diversion of waste shall be for the benefit of the University as described in pricing Annexure for recyclables.

4.25.4 The University has defined potential recycling categories and will require a monthly price index submitted with invoices for review

4.25.5 The University reserves the right to benchmark reported prices against industry indices and independent recyclers.

4.25.6 It is the responsibility of the Service Provider to report any increments in the value of recyclables in the market, quarterly.

4.25.7 The Contractor shall record the applicable grade at the time of dispatch from the MRF.

4.26 Current Waste Streams:

4.26.1 The Service provider is responsible for sorting, recycling, treatment and alternatively disposing of following waste streams and meeting the below minimum recoveries per stream:

Waste Stream	Min Recovery Target
Aluminium Cans	90% - 100%
Batteries	80% - 90%
Cardboard (K4)	90% - 95%
Cardboard (packaging and food containers)	80% - 90%
Construction & Demolition waste	60% - 70%
E-waste (small electronics)	70% - 80%
E-waste	50% - 70%
Garden refuse (leaves, grass clippings and vegetation)	70% - 90%
Glass	80% - 100%
Mixed Plastics (combined)	50% - 65%
Mixed General Waste (non-recyclable)	<35% to landfill
Office Paper (White)	85% - 90%
Office Paper (Mixed)	60% - 70%
Plastics PET	80% - 90%
Plastics HPDE	75% - 80%
Plastics LDPE	60% - 70%
Steel / Tin Cans (food tins)	80% - 90%
Textiles	50% - 70%

Wood (untreated timber and pallets)	70% - 80%
Used Kitchen Oils	95% - 100%

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5 LEGAL REQUIREMENTS

- 5.1 The Service provider is required to ensure compliance with all legal requirements pertaining to this service. This includes national, regional legislation as well as local Municipal By-Laws. The key legislation includes the following, and any other applicable legislation that are not tabled below:

No	Requirements for Waste Handlers	Required by Relevant Act/By-Law/Global Requirement/Unisa Policy/Accrediting body
1	All waste must be disposed of in strict accordance with the National Environment Management Waste Act 59 of 2008	NEM: Waste Act 59 of 2008
2	Must hold valid transport licence for all applicable municipalities in Gauteng Province	NEM: Waste Act 59 of 2008
3	Authorisation to dump waste in landfills or an account with landfill	NEM: Waste Act 59 of 2008
4	The name of the service provider must be displayed on all containers in such a way that it will be visible and readable from a distance of at least 20 metres	By-laws
6	All waste manifests for each load (must provide a blank copy of their waste manifest at the time of tender)	NEM: Waste Act 59 of 2008
7	Must provide all recycling and waste tonnages to the University Operations Manager by the 7 th of every month	University Waste Policy
8	Must provide traceability of all waste streams	Cradle to Grave, University Environmental Health Audit
10	Waste handlers on the Service providers premises to adhere to the Act when sorting or handling waste.	OHS Act 85 of 1993 as amended
11	Registration with SAWIC as transporter and manage the waste in such a manner that does not endanger health or environment or cause a nuisance through noise, odour or visual impacts	SAWIC
12	Places a legal "duty of care" on all people and a 'polluter-pays-principle, the service provider will be required to comply with all NEMA requirements	Section 28 NEMA
13	all waste management by Service Provider must ensure that all South Africans have the right to a healthy environment and states that the environment should be protected for the benefit of present and future generations.	The Constitution (Act 108 of 1996)
14	imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards. Safety shall be strictly adhered to at all times	Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993
15	Must ensure that all transportation of waste from the University premises to various locations adheres to the NRA	National Road Traffic Act, 1996 (Act 83 of 1996) (Section 25 of NEM: WA No.59 of 2008)
16	Ensure that all waste trading and processing adheres to legislation.	NEM: WA Act, 2008 (Act No. 59 of 2008)
17	Waste Classification and Management Regulations	Regulation 634 of 2013.

6 CONTRACTUAL MANAGEMENT

6.1 General:

- 6.1.1 The Service Provider will weigh or measure the volume of waste before leaving the University premises and issue weigh bill for the full quantity of waste before it leaves the site.
- 6.1.2 The Service Provider will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working at the University. At no time shall the Service Provider:
- Allow any pollution or toxic substance to be released into the air or storm water systems.
 - Interfere with, or put at risk, the functionality of any system or service.
 - Cause a fire or safety hazard.
- 6.1.3 The Service Provider shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the University representative at any time.
- 6.1.4 The Service Provider shall ensure that the size of vehicles that are needed to perform the service can be accommodated by the layout and width of all roads on the University premises.
- 6.1.5 The Service Provider shall provide valid insurance certificates as proof of cover prior to commencement of the Contract.
- Proof of annual renewal of all required insurance policies and permits shall be submitted to the University throughout the contract period.
 - The University shall be noted as an interested party and/or additional insured on all applicable policies.
 - All insurance policies and permits shall remain valid and enforceable for the full duration of the Contract and any approved extension period.
 - Failure to maintain the required insurance cover shall constitute a material breach of contract, entitling the University to take appropriate remedial action, including suspension or termination of the Services.
- 6.1.6 The Service Provider indemnifies and holds the University harmless against all claims, damages, losses, penalties, environmental liabilities, or legal costs arising from the handling, transportation, treatment, recycling, or disposal of waste.

6.1.7 The Service Provider shall, at its own cost and for the duration of the Contract, procure and maintain in full force and effect the following insurance cover with reputable insurers licensed to operate in the Republic of South Africa. These include but are not limited to Public Liability Insurance, Pollution Liability Insurance (mandatory), Goods in Transit Insurance, Motor Vehicle Insurance, Employers Liability and Professional Indemnity Insurance.

6.2 Meetings and Reporting Requirements:

6.2.1 The Service Provider will be expected to attend monthly operational meetings and bi-annual vendor performance meetings; the Service Provider will make all required persons available for these meetings. The Service Provider shall not submit claims for payment for staff attending any of these meetings.

6.2.2 Waste reports are to be submitted by the Service Provider within the first seven days of the new month. The monthly report must include:

- Recycling volumes
- Waste categories
- Carbon emissions of service provision (to supply detailed information)
- Landfill site(s) used and registers
- Recycler(s) used
- Non - compliance issues and Corrective Action Reports
- Waste manifest documents
- Safe disposal certificates
- Site access control – Record of persons entering the work area
- Operational matters (Spills, staffing, water conservation, electricity usage, calibration of equipment, maintenance of assets, incidents, audits, collection frequencies)

6.2.3 Signed copies of Waste Manifest Documents must be attached to the invoices. Waste Manifests must be provided for all waste streams and must be in line with requirements of the National Waste Management Act, Act 59 of 2008.

6.2.4 Safe disposal certificates to be attached to invoices.

6.2.5 The Service Provider will have a dedicated weighing for University waste receptacles are transported directly to the disposal site. Weigh bills issued by the Waste Disposal

site or treatment facility. These shall be submitted to the University with the corresponding Waste Manifest Document.

6.2.6 Reports must show trends in waste management. A report framework will be finalised once the Service Provider has been appointed. The report must be in a format that is accepted by the Operations Manager.

6.2.7 Final integrated report at the end of the contract period. Final report to be submitted in an electronic format as well as a hard copy should it be required.

6.2.8 The Service Provider is to supply contamination rate reporting and will pay the cost of the disposal of rejected loads.

6.3 Ordering & Reporting:

6.3.1 The successful Service Provider must have ordering procedures that are efficient and user friendly and comply with the University's procurement procedures and policies.

6.4 Invoicing Requirements

6.4.1 Quotations submitted must contain the following information in order to be considered valid: the date/month of service, Quotation number, VAT, total, description of the work to be done, location per campus of the work to be done. Quotations not containing this information will not be processed.

6.4.2 All job cards/ proof of service should be signed off by the duly authorised University representative and attached to the relevant invoice. If the job card or proof of service is not signed off by the duly authorised University representative, or not attached to the invoice, the invoice will not be paid and be referred back to the Service Provider.

6.4.3 Valid Tax Invoices must be submitted monthly after completion of the service as determined by the University. The tax invoices must indicate, the date/month of service, Quotation number, purchase order or work order number, VAT, total, description of the work to be done, location per campus of the work to be done. All invoices and supporting documentation must be submitted within the relevant financial year when the service occurred. No submission will result in non-payment.

6.4.4 Each section of the Agreement must be invoiced separately, scheduled Services, ad hoc services (i.e., Services which are not specifically stipulated in this Agreement) and further broken down according to the site that is /was serviced. The invoice must indicate line items of leased units, machinery and equipment used, labour, number of days taken to service, repair and maintenance of units, accreditation of team that undertook the Service.

- 6.4.5 All valid tax invoices with supporting documentation and statements are to be submitted to the relevant personnel as per communication on the procedure.

7 TIMEFRAMES AND DELIVERABLES

- 7.1 The University's operating hours are on average from 07h00 to 15h30, seven (6) days a week.
- 7.2 Services must be provided weekly (6 days service) within University's working hours 07:00-15:30, Monday to Saturday and Sunday as requested by the University.
- 7.3 The first pick-up must be conducted by 10:00am daily.
- 7.4 All areas shall be serviced on the day of the scheduled service as per the service schedule to be provided, when a purchase order is issued.

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8 SERVICE LEVELS

The successful service provider shall respond to service-related enquiries and provision of service within the timeframes stipulated in the table below.

		IMPACT				RESPONSE TIMES		ACTION REQUIRED	
URGENCY		Extensive Widespread	Significant / large	Moderate Limited	Minor Localized				
	Catastrophic	1 - Catastrophic	1 - Catastrophic	2 - Critical	3 - Serious	1 - Catastrophic	6hrs	Service	PO to be issued after service
	Critical	2 - Critical	2 - Critical	3 - Serious	4 - Marginal	2 - Critical	24hrs	Service	PO to be issued after service.
	Serious	3 - Serious	3 - Serious	3 - Serious	4 - Marginal	3 - Serious	24hrs	Quotation	
	Marginal	4 - Marginal	4 - Marginal	4 - marginal	4 - Marginal	4 - Marginal	48hrs	Quotation	

Urgency (U)	How severe could someone be hurt?
Catastrophic	Multiple fatalities
Critical	Business of the University cannot continue.
Serious	Localised disruption of University Business.
Marginal	Minor delays and inconvenience of University operations. Minor injuries, First aid treatment.
Impact (I)	Physical Measurable impact?
Extensive Widespread	80% to 100% of the work force will be physically affected or harmed

Significant large	/	50% to 79% of the work force will be physically affected or harmed
Moderate Limited	/	15% - 49% of the work force will be physically affected or harmed
Mirror Localized	/	0% - 14% of the work force will be physically affected

8.1 Service Level Penalties

8.1.1 Should the Service Provider fail to meet the required performance standards, the University shall apply performance-based penalties as a percentage of the monthly invoice. Repeated non-compliance shall result in escalating penalties.

8.1.2 The University reserves the right to terminate the Agreement upon:

- (a) any material breach, including but not limited to unlawful disposal, fraud, or environmental harm;
- (b) failure to meet performance targets for a sustained period;
- (c) repeated non-compliance with contractual obligations;
- (d) failure to implement corrective actions within agreed timeframes.
- (e) 5 x non-conformances within the contract period will result in material breach.

Key Performance Area	When	Low Performance Damage
Non-adherence to the scope items	Incident	Non-conformance will be issued
Non-compliance to regulatory legislation resulting in a fatality	Incident	Material breach

- 8.1.3 In the event of service failure, the University reserves the right to appoint an alternative service provider at the cost of the defaulting Service Provider.
- 8.1.4 The Service Provider will ensure no disruption to waste collection and disposal services during transition to a new Service Provider.
- 8.1.5 If the contract fails, the Service Provider must provide, Full Waste Data (Historical and Current); list of recycling partners; disposal sites; an asset register for machinery and equipment used; operational plan.

8.2 Service and reporting escalation protocol

Operational Escalation	Financial Escalation
First point of contact is Operations Officers (OO)	Frist point of contact is Operations Officers (OO)
Second –Operations Manager(s)	Second –Operations Manager(s)
Third – Deputy Director & Contract Manager	Senior Finance Officer & Deputy Director
Director	Finance Manager & Director

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