

DESCRIPTION OF THE WORKS

Employer's objectives

The contractor will manage and remove waste at Chief Dawid Stuurman International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general Environmental Health and Safety and aviation related legislation.

Waste collection, classification, sorting, bailing, removal, disposal of waste at an appropriate landfill/disposal site(s). In addition, Chief Dawid Stuurman International Airport is also committed to the reduction of pollution resulting from its activities as well as improving its environment performance through adopting and implementing sustainability principles. Hence the comprehensive waste management solution that will ensure significant reduction of its negative impact to the environment. This is also in line with our Environmental Management Policy.

The Chief Dawid Stuurman International Airports aim is to identify alternative solutions for its waste and thereby reduce its quantities for disposal at the landfill site and improve on recyclables which is in line with its policy requirements. The key objectives for this programme are to:

- Sort, store, transport, recycle waste in line with legal requirements.
- Ensure reduction of waste transported to landfill/disposal sites(s).
- Ensure that there are sufficient facilities for handling and disposal of waste within the airport.
- Ensure that the Airport's waste is disposed of in a responsible manner, i.e., at approved landfill/disposal sites.
- Ensure that waste streams do not result to a nuisance to Airport users.
- Ensure scalability of money payable depending on waste generated per month.

Continuous improvement efforts will be undertaken to minimize waste upstream and sortation at source methodologies. This could necessitate the diversion of waste streams during the contract. These will be measured by improving on the amount of waste recycled from year to year. The Service Provider will be monitored and measured on towards zero waste to landfill (% diverted from landfill).

ACSA reserves the right to award in full or part.

TYPE OF WASTES

The Airport(s) generates both general and hazardous waste. The categories include:

- **General Waste**

- Wet/Liquid
- Waste food from the retail kitchens
- Solid waste from terminal, remote areas, and offices

- **Hazardous Waste**

- Fluorescent tubes
- Galley/cabin waste
- Oily rags
- Solvents
- Paint containers used oils and cans
- Batteries
- LAGS
- General solid hazardous waste. (Multiple classifications)
- General liquid hazardous waste (Multiple classifications)
- Infectious waste (Related to communicable illness/virus/diseases)

- **Recyclables**

- Plastics
- Paper
- Oil
- Metal
- Food Waste
- Other

WASTE GENERATION GEOGRAPHIC AREAS

Waste is generated in the following areas:

- Terminal Building
- Airside areas
- Landside areas
- Offices / Maintenance

OPERATING HOURS

Airport operating hours are on average from 05h00 to 22h00, seven (7) days a week.

Staffing will have to be provided from 07h00 — 16h30 seven (7) days a week (a one shift system) and during normal operating hours. Staff operating hours to be in line with Labour Law.

Note: The contractor will need to make allowance to ensure satellite bin areas exposed to the public are clean and presentable when airport operations commence at 07h00.

PERSONAL PROTECTIVE CLOTHING

The Service Provider will supply all on-site personnel with the necessary PPE and a uniform, with the company logo, which ensures all employees are easily identifiable. Submission of relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements. The safety file shall be submitted to the Maintenance & Engineering representative and will be approved by the Safety Officer.

Personal protective equipment in relation to COVID-19 or any epidemic diseases shall be provided to the on-site personnel. Training shall also be provided to the employees and proof of the training must be submitted together with the safety file.

Add clause that will cover pandemic/epidemic scenarios

SUPERVISION AND MANAGEMENT

- The service provider will ensure that a suitably experience and qualified manager is appointed to manage the service.
- The service provider will ensure that site supervision is carried out by competent suitable qualified and experienced personnel.
- The service provider will ensure that regulatory and legislative compliance is performed by competent individuals as specified in relevant regulations and legislation.

COLLECTIONS

The Service Provider will manage the collections required for all waste streams. Collections will be made at a suitable frequency to ensure good housekeeping is maintained in all waste areas. Areas that are in the face of the passengers will be the first to be collected in the morning. These areas will be pointed out to the appointed service provider.

Transport and logistics to handle the requirements relative to the transportation of waste products and must comply and or exceed all the relevant SANS codes applicable to Dangerous Goods as promulgated under GNR 225. This includes the emergency information, placards, signage etc. required to be carried for the transportation of dangerous goods.

The Service Provider must ensure that vehicles used are fitted with the necessary Emergency Response Equipment.

Make provision for driving personnel to achieve the required service level.

FOREGIN OBJECT DEBRIS (FOD) ANALYSIS

FOD removal shall take place twice daily and will be sorted and the individual contents analysed, documented and photographic evidence saved.

SORTATION BAILING AND STORAGE FOR TRANSFER

Access to the Waste Recycling Facility to be always controlled. No unauthorised persons shall be allowed to enter / make use of the site without ACSA approval.

The service provider will provide the necessary equipment, tools, labour, and supervision to carry out the scheduled activities.

Activities Include:

Provide the following equipment:

- Suitable sorting table(s) for the sortation process.
- Sorting racks
- Suitable bailing machine(s).
- General non-recyclable waste compactor with bin lifter suitable for the anticipated waste volumes.
- Weigh scale to weigh recyclable waste.
- Suitable containers/storage units for recyclables.
- Skips
- High pressure cleaning equipment.
- Vehicles and drivers to meet service levels
- Odour control unit – ozone machine.

Services

Provide labour to perform the following activities:

- Separate and sort waste accordingly into the various waste streams generated.
- Bailing of recyclables/non compactible waste streams and loading into designated containers/storage areas.
- Maintaining adequate stock of clean wheelie bins for rotation to all Landside and Terminal satellite areas.
- Compacting of waste for landfill disposal.
- Cleaning of all equipment and wheelie bins.

Maintain and ensure good housekeeping standards are maintained.

Equipment will need to be maintained according to manufacturer specifications, with calibration conducted as per requirements, and available on site.

The service provider is to dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.

TRANSPORTATION AND DISPOSAL

The service provider will provide for the transportation from the airport transfer area to all approved disposal and recycling sites.

The service provider will provide for all costs related to the safe disposal and recycling at approved sites.

The service provider is to audit the landfill operator and his recycling agent(s) to ensure compliance with their permits and legislation.

RECYCLABLES

The service provider will provide a monetary return on recyclables at the agreed rates and terms.

The service provider is to audit the landfill operator and his recycling agent(s) to ensure compliance with their permits and legislation.

New Waste Streams

The service provider is encouraged throughout the contract to identify new recyclable waste streams to divert waste from landfill. Where new streams are identified ACSA will enter negotiations with the appointed service provider to with a view of reaching a mutually beneficial agreement for ACSA and the service provider.

DIVERSION OF WASTE

In the case where more favourable disposal and recycling sites are identified by ACSA through the term of the contract, ACSA reserves its right to divert such waste streams excluding it from the provision of this service.

EQUIPMENT

All equipment must be kept clean and in good condition.

DOCUMENTATION

The following documentation must be provided by the Service Provider:

- i) **Disposal Sites permits / licenses**

Permits/Licences or exemptions issued by Department of Environmental Affairs for all disposal sites utilised. This includes landfills, incinerators, recyclers, transfer stations.

The Service Provider must notify ACSA of all waste disposal sites to which the waste is being transported to and disposed of. The Service Provider must notify ACSA in writing within 30 days of any changes to these sites. ACSA must approve the sites before being transported and disposed of at the respective sites.

Where the Service Provider intends to delist and dispose hazardous waste at a general waste or other site that accepts waste of lower hazard rating than the waste stream, that delisting is obtained and approval from DEA obtained.

ii) Waste Reports

Reports are submitted within the first seven days of the new month.

The monthly report must include:

- Waste volumes
- Waste categories
- Recyclable volumes
- Landfill site(s) used and registers
- Recycler(s) used
- Non- compliance issues
- Waste manifest documents
- Safe disposal certificates
- Site access control
- Analysis of FOD waste generated on airside (class, type, photographic evidence)
- Operational matters (Spills, staffing, water conservation, electricity usage, calibration of equipment, maintenance of assets, incidents, audits, collection frequencies)

The report must be submitted in a user friendly or in a compatible format agreed by ACSA upon award.

Signed copies of Waste Manifest Documents (signed by generator, transporter, and disposal site) must be attached to the report. Waste Manifests must be provided for all waste streams and must be in line with requirements of National Waste Management Act, Act 59 of 2008.

Safe disposal certificates to be attached to the report.

Weigh bills: Where waste receptacles are transported directly to the disposal site (i.e., where waste has not been combined with waste from other companies), weigh bills shall be issued by the Waste Disposal site or treatment facility. These shall be submitted to ACSA with the corresponding Waste Manifest Document.

The weekly report must include:

- Waste volumes
- Recyclable volumes

OCCUPATIONAL HEALTH AND SAFETY PLAN

An Occupational Health and Safety Plan in line with OHS Act requirements as well as Chief David Stuurman guidelines must be submitted. Work will only commence once the plan has been approved by the Safety Manager.

EMERGENCY RESPONSE PLAN

The appointed contractor will have an onsite emergency response plan to deal with various emergencies (including, but not limited to spills and pollution, flood, vehicle / machinery fires, bombs, industrial action /unrest etc.) that will be documented and available on site, tested annually, with proof of testing, out brief, learnings documented and available.

The above plan must include emergency response and spill containment plan.

Adequate spill and pollution clean-up materials must be always available on site, and staff must be appropriately trained to conduct clean-ups. Such training material must be always available on site

WASTE OPERATIONAL AND MAINTENANCE PLAN

The contractor is to provide ACSA with a Waste Operational and Maintenance Plan for submission to the National Environmental Authorities as per the National Environmental management: Waste act of 2008 and ACSA's Waste License.

The ACSA Internal Audit as well as the Department of Environmental Affairs will be conducting scheduled Audits and the contractor is to ensure compliance as per outcome of these audits.

The contractor is to ensure that they implement an Environmental Management System aligned with ISO14001:2015.

LEGAL REQUIREMENTS

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: but not limited to these:

National Environmental Management: Waste Act, Act 59 of 2008: provides the guidelines for waste management, transportation, disposal, classification, records, licensing and permits etc. This service must be in full compliance with this Act

Section 28 of NEMA 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.

The Constitution (Act 108 of 1996): Entitles all South Africans the right to a healthy environment and states that the environment should be protected for the benefit of present and future generations.

Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993 also 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 always adhered to.

Incidents:

All safety incidents must be reported to the ACSA Service Manager and subsequently to the Safety Manager.

All environmental incidents must be reported to the Service Manager and subsequently to the Environmental Manager. Records of the above must be always kept on site.

Inspections and audits

ACSA always has a right to inspect and audit the facilities of the service provider. Corrective measures must be taken at the cost of a service provider to address noncompliance's found.

The service provider is also required to inspect its own facilities per prevailing regulation and provide proof when required.

The service provider must provide a list of personnel appointed in terms of Occupational Health and Safety Act as well as those appointed to oversee environmental compliance.

DELIVERABLES

Weekly reports with applicable statistics.

Monthly report, with all the documentation mentioned above. This shall include proof of equipment maintenance, and calibration. A maintenance schedule must be submitted together with this proposal.

Annual reports. Annual reports must show annual 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 user friendly and is to ACSA's satisfaction.

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.

ESCALATION

Annual escalation based on CPI only.

INVOICING:

Invoice will be itemized per the price schedule.

DOCUMENTATION THAT WILL BECOME REQUIRED BY SUCCESSFUL BIDDER, AND MONITORED DURING THE COURSE OF THE CONTRACT (AS REQUIRED):

- Disposal Sites permits / licenses

Permits/Licences or exemptions issued by Department of Environmental Affairs for all disposal sites utilised. This includes landfills, incinerators, recyclers, transfer stations. A lack of permits/licenses will result in the proposal being disqualified.

The successful bidder will be required to notify ACSA of all waste disposal sites to which the waste is being transported to and disposed of. The Contractor must notify ACSA in writing

within 30 days of any changes to these sites. ACSA must approve the sites before being transported and disposed of at the respective sites.

Where the successful bidder intends to delist and dispose hazardous waste at a waste site or other site that accepts waste of lower hazard rating than the waste stream, that delisting is obtained and approval from DEA obtained.

MANAGEMENT

Management of the works

➤ Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations, environmental legislation and all other legislation that might be relevant to this Contract and the execution thereof.

- The contractor will weigh or measure the volume of waste being collected from Chief David Stuurman International Airports and issue Chief David Stuurman International Airports with the weigh bill for the full quantity of waste before it leaves the site.
- The contractor will ensure that ACSA receives safe disposal certificate for all waste that is disposed of.
- Comply with Section 23, 24 & 25 of NEMWA.
- The contractor will ensure that all necessary tools, equipment, and consumables required for the execution of the works are always available on site to execute the works.
- The contractor needs to provide transportation for all staff to their designated workplaces.
- The contractor will conduct daily inspections of all areas of responsibility.

➤ Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time.

➤ Environment

The Contractor 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 Airport.

At no time shall the Contractor:

- 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

Other requirements are included in the SHE Specification documentation attached

➤ Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

➤ Management meetings

The Contractor will be expected to attend meetings as far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

➤ Electronic payments

The Contractor should arrange with ACSA's service manager and finance department for making all payments electronically.

➤ Daily records

The Contractor 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 Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

➤ Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

Waste minimization, recycling, and disposal information

The contractor shall keep copies of all reports for the contract duration. All reports shall be in a format as agreed with the Service Manager from time to time.

➤ **Permits**

The Contractor must ensure that he/she is, always, familiar with ACSA's safety and security requirements relating to permits in order no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against ACSA if a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Tools permit	All persons taking cell tools to airside	ACSA Security

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

➤ **Proof of compliance with the law**

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor follows a law or regulation. This should also include waste related permits and certificates where applicable to this contract.

Health and safety

➤ **Health and safety requirements and procedures**

The Service Manager shall be entitled to fine the Contractor for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures, and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

- All airside areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g., safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises. No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way. The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises. The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time must the Contractor interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

➤ **Cell phones and two-way radios**

Use of cell phones on airside is **not** permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Contractor will **not** be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.

➤ **Protection of the public**

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded to safeguard children and the public from injury relating to machinery, work or other.

➤ **Barricades and lighting**

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades, and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

ANNEXES to C3 (Service information)

Title	Annex number
Service Level Agreement	Annex A
OHS Act Appointment by Contractor	Annex B
Environmental Terms and Conditions	Annex C
Contract start-up proposal (Approach Paper) <ul style="list-style-type: none">• Resource proposal• Schedule of Equipment• Schedule of Tools and Special Equipment	Annex D

ANNEXURE A **SERVICE LEVEL AGREEMENT**

Operational hours

Normal airport operational hours shall be regarded as being from 06H00 to 22:00 Chief Dawid Stuurman International Airport for every day of the year. However, this may be amended by the Service Manager from time to time and (within reason) shall have no impact on the Contractors fee and rates.

Human resources

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure and security arrangements and considering the physical layout of the system, the Contractor shall ensure enough and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The staff compliment, during operational hours shall be sufficient to successfully perform the stipulated waste management requirements.

Performance Management

Key Performance Area	When	Target	Penalties
The contractor will equal and better recycling performance (% diverted from landfill) of the previous 12 months within 3 months of operations, maintain this performance, and achieve 10% improvements on recycling performance each successive 12 months. >5 – <7% >7 – <8% >8 – 10%	3 months 12 Months	10%	R R R
Recycling performance = less than previous 12 months for 6 consecutive months.			Termination (Refer to Termination Clause NEC C1.3)
The contractor will comply with OHS&E audits that are performed periodically and rectify/attend to any findings within the stipulated timeframe.	All times	100% must be achieved	R 5000
FOD Reports (with analysis of waste and photographic evidence) submitted timeously at specified quality.	Daily	100% must be achieved	R500 per deviation
Landside Report submitted timeously at specified quality.	Daily	100% must be achieved	R500 per deviation

Deep cleaning of waste facility	Weekly	100% must be achieved	R1000 per deviation
Cleaning register for ablutions, canteens, etc. completed and records kept on site.	Daily	100% must be achieved	R500 per deviation
Meeting & Maintaining Standards and frequencies as detailed in the specifications	All times	100% must be achieved	R1000 per deviation
The contractor fails to/neglects to disclose correct staffing levels and shortages to the Employer. (Misrepresentation of information)	Daily	3 or more times a month	R1000 per day of staff shortage
A staff member does not meet the prescribed qualifications against the waste management specifications	Monthly	3 or more times over the contract period	R5000
Contractor Fails to provide a reliever for a post and leaves the post unmanned	Daily	3 or more times a month	R5000
A staff member's uniform/PPE does not meet the agreed upon standards and specification requirements.	Daily	100% must be achieved	R1000 immediate penalty – must be rectified within 7 days - if not rectified a penalty of R5000 will apply
Airside waste collection	Airport Specific	100% must be achieved	R1000 per deviation
Servicing of Handler's trailers	Daily	3 or more times a month	R500 per deviation
Monthly reporting submitted timeously and at the specified quality.	Monthly	100% must be achieved	If not submitted within 7 days of each month and if reasons not communicated – Penalty of R2500 per month
Weekly reports do not meet set requirements	Weekly	100% must be achieved	If not submitted by agreed day of each week and if reasons not communicated – Penalty of R500 per week.
The contractor does not provide support as requested by the Employer during construction/emergency situations or any other instances where the request will have been made to the Contractor.	All times	100% must be achieved	Immediate – R5000 per incident

Type of Problem	Response Times	When
No clean, empty bins available in-service areas/yards/stations	15 minutes	Any given time
Service areas/yards/stations is dirty	10 minutes	Any given time
Work orders/complaints received from clients/Helpdesk	10 minutes	Any given time
Pole bins are overflowing	15 minutes	Any given time
FOD bins overflowing	3 hours	Any given time

Proposed Response Times

In terms of the SLA, the below are the minimum standards for responses. This may differ for airport to airport due to size and square meter of area requiring rectification. The airports shall consider the times and amend their SLAs to suit operations. Minimum standard that Approved Contractor shall respond to all cleaning related faults as follows:

During service hours:

Service Level in relation to Machinery, Vehicles and Cleaning Equipment

Description	Benchmark
Availability	Machinery, Vehicles and Cleaning Equipment availability shall be kept at or above 99% overall per month.
Breakdown Closure Duration	95% of all Machinery, Vehicles and Cleaning Equipment breakdowns shall be resolved within 48 hours for minor breakdowns and 7 days for major breakdowns from the time the breakdown occurs.
% Of preventive maintenance completed per month	100% of all preventive maintenance of the machine shall be completed per month.

Low performance damages

ACSA must notify the contractor in writing of its intention to claim for low performance damages within 30 days of an event or ACSA will lose its right to claim for the damage. Should ACSA not claim damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim damages for similar future events. Under no circumstances shall

a low performance damage claim be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Penalties are limited to a maximum of **R 5000/month**.

Penalty breakdown

Availability not meeting required benchmark	R 2 000.00 for a continuous two-month period
Not meeting the benchmark Breakdown Closure Duration	R 2 000.00 for a continuous two-month period
% Of preventive maintenance not completed	R 2 000.00 for a continuous two-month period
Safety infringement (for example: leaving moving machinery exposed)	R 2 000.00 per incident

- a. **Response time:** Consistent non-compliance to contracted response times for three consecutive months will result in a penalty of R3000.00 (three thousand rands) for each month after the third month until the specific service level is achieved.
- b. **Closure duration:** Consistent non-compliance time to contracted response time for three consecutive months will result in a penalty of R3000.00 (three thousand rands) for each month after the third month until the specific service level is achieved.
- c. **Defect free period:** Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.
- D. **Safety and housekeeping:** It are expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety and housekeeping infringement be committed, a penalty of R 2000.00 (two thousand rand) will be retained from the following months invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.
- E. **Unsatisfactory performance:** It is expected that the contractor will provide waste management services as per the requirements of this contract. Where a contractor has failed to achieve such a compliance will result into a penalty of R3,000.00 (three thousand rand)

Notifications	Immediately reported to contractor by IMC
Contractor responded	IMC dispatch call to the contractor
Response time onsite	Contractor to start with the work onsite within 1 hour
Response time offsite	Contractor to start with the work onsite within 3 hours
Call closure	Contractor to complete each task within 1.5hours

Response Time, Call Closure, Benchmarking and Penalties

Response time

Response time shall be measured as the time taken from reporting the call, to the contractor arriving at the place that requires attention.

Call Closure

Closure duration is defined as the time elapsed since the maintenance call was logged at the IMC to the time the contractor reports to the IMC that the problem has been resolved.

Notification of Penalties

The employer's representative will notify the contractor in writing of any penalties and any claims directed at ACSA because of the equipment being unavailable, will be for the account of the Contractor.

Failure to meet service levels

- f. **Response time:** Consistent non-compliance to contracted response times for three consecutive months will result in a penalty of R3000.00 (three thousand rands) for each month after the third month until the specific service level is achieved.
- g. **Closure duration:** Consistent non-compliance time to contracted response time for three consecutive months will result in a penalty of R3000.00 (three thousand rands) for each month after the third month until the specific service level is achieved.
- h. **Defect free period:** Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.
- i. **Safety and housekeeping:** It are expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety and housekeeping infringement be committed, a penalty of R 2000.00 (two thousand rand) will be retained from the following months invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.
- J. **Unsatisfactory performance:** It is expected that the contractor will provide waste management services as per the requirements of this contract. Where a contractor has failed to achieve such a compliance will result into a penalty of R3,000.00 (three thousand rand)

Where a response time could not be achieved because of a physical impracticality (such as airport security arrangements, communication system weaknesses, abnormal road traffic etc.) this event will not be considered in calculating the contractor's performance and penalty will not apply.

Parties agree that penalties will not be the only final remedy for poor/non- performance. Should an event occur for which a penalty is described; ACSA shall not be limited to claim the amount stated as the penalty. Under no circumstances will a penalty (even if claimed by ACSA) limit ACSA's, or any other party's legal position to claim for damages against the contractor as described elsewhere in the contract.

ACSA must notify the contractor in writing of its intention to claim a penalty within 60 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events

ANNEX B**OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT**

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993), AS AMENDED & CONSTRUCTION REGULATION 5.1(k)

OBJECTIVES

To assist Airport Company South Africa (ACSA) to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

To this end an Agreement must be concluded before any contractor/ subcontracted work may commence

The parties to this Agreement are:

Name of Organisation:

AIRPORTS COMPANY SOUTH AFRICA "ACSA"

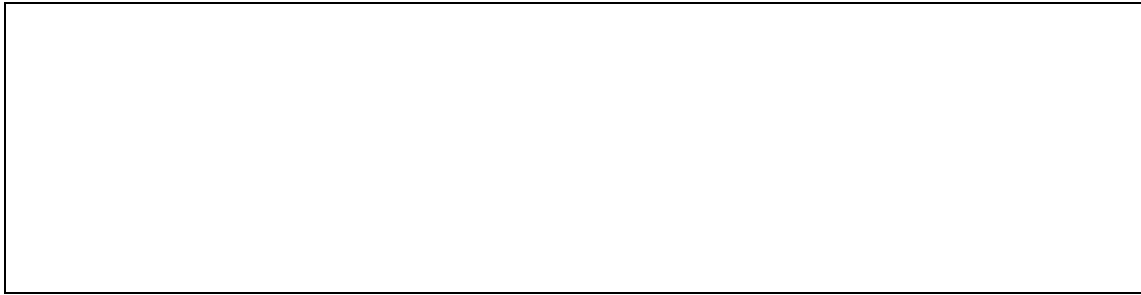
Physical Address:

Airport Company South Africa

Hereinafter referred to as "Client"

Name of organisation:

Physical Address



Hereinafter referred to as “the Mandatory/ Principal Contractor”

MANDATARY’S MAIN SCOPE OF WORK

Waste Maintenance and Management

1. Definitions

- 1.1 “Mandatory” is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 “Client” refers to ACSA.
- 1.3 “Parties” means ACSA and the Contractor, and “Party” shall mean either one of them, as the context indicates.
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA.
- 1.5 “Stakeholder” refers to companies conducting business at ACSA premises or within proximity where there is an interface with ACSA operations.
- 1.6 “The OHS Act” refers to Occupational Health and Safety Act 85 of 1993, as amended.
- “The COID Act” refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

1.7 "SHE" means Safety, Health, and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work,

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

- 3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource who will be dedicated to the project to ensure that Safety, Health, and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery, or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons, and his / her employees are always familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall always be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop, and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer, or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual

relationship with the Client, whichever period is the longest.

11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE files for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height, and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS, or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE files, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices, and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed

on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatory employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatory shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatory shall further ensure that his / her responsible persons and employees wear the PPE always issued to them.

20.2 The Mandatory shall always monitor compliance to PPE of his/her own employees, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatory shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatory equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatory and the Client OHS department for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatory to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells, or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatory hereby acknowledge that his / her employees are not permitted to use any materials, machinery, or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatory has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.
- 23.2 The Mandatary shall notify the Client of any work to be undertaken on site for the Permit to Work to be issued.

24. TRANSPORTATION

- 24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall always adhere to the speed limits and road signs on the premises.
- 24.2 No employees on premises permitted behind LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.
- 24.3 If any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

If the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply low service damages/penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without

complying with the condition stated in clause above.

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY

ACT 85 OF 1993

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will always comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.

ANNEX C**ACSA SERVICE & MAINTENANCE CONTRACTORS****ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048**

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for ACSA. ACSA shall audit contractor activities, products, and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended, and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil, or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees, or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste is not feasible. • Under no circumstances shall solid or liquid waste be dumped, buried, or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area.

	<ul style="list-style-type: none"> Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous, and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> All HCS shall be clearly labelled, stored, and handled in accordance with Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS. All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional, and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties]

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or I/ [ppppgislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g., training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

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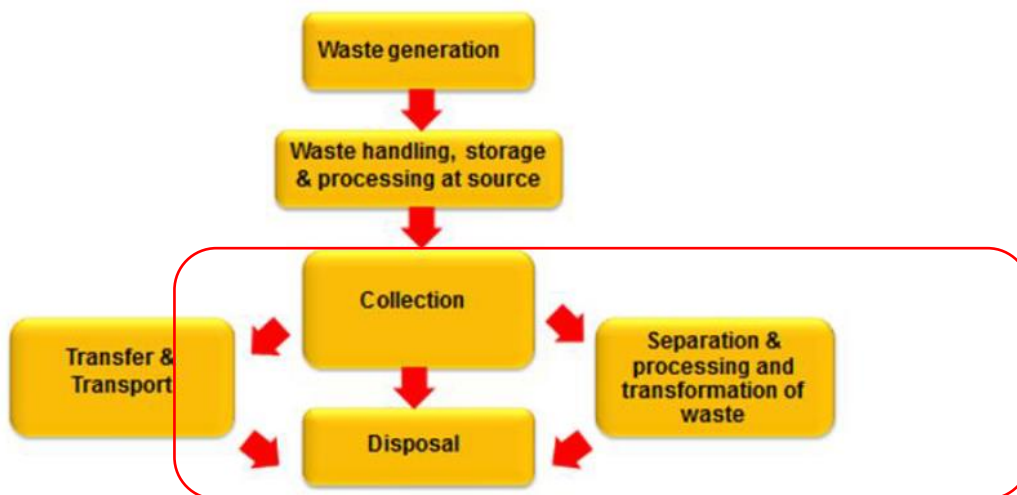
MB/agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at:

ENVIRONMENTAL REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR THE WASTE MANAGEMENT CONTRACTOR

In 2013, ACSA identified and assessed various alternative management options for each of the identified priority waste types and issues which originate from different processes and functions at ACSA Airports. The aim was to seek options that are aligned with the waste hierarchy, namely, waste minimization, re-use, recycling, and energy recovery before the disposal option is considered. The following diagram presents the waste management system for ACSA and shall be core to the functions of the waste contractor:



In line with waste legislation and waste management principles and standards, it is expected of the successful bidder to develop and present to ACSA, a Waste Management Plan or Programme to cater for Collection, Separation & Processing and Transformation of waste, Transfer and Transport and Disposal services required at the airport.

Waste Recycling Strategy (WRS)

The primary goal for managing recyclable waste, the 5 priority wastes for recycling (paper, cardboard, plastic, tin and glass) is to recycle it with the highest possible efficiency. Since this is not a matter of finding a management solution alternative to recycling but achieving the most effective and efficient level of recycling. There are currently many source separation bins positioned throughout the terminal buildings for the collection of the big five recyclable materials. A procedure will be developed for the cleaning staff that empties the bins to ensure that they empty each bin type into a different bag.

Organic Waste

The bulk of food waste is produced by restaurants. While it may not be possible to separate all organic waste, the notion of source separation for food scraps at the restaurants should be encouraged. The most favored option is the composting of organic food waste material. There are several options in the industry to achieve this outcome, which would make the logistics of sending the material to the composters more practicable than landfilling. Although some sorting of food waste will be required at source, this will not be a highly complex sorting system and the practice of composting food waste is well developed.

Wood Pallets

Wood pallets are stored in a skip at designated points. They are currently being taken off-site by the waste removal contractor for re-use/recycling in other applications. The most favorable option is the continuation of the recycling of wood pallets off-site. Ensure that the wood which is supposedly being used for community projects does not get used for dangerous activities, such as fuel wood in informal housing. This poses a health risk for people exposed to smoke from the burning of treated wood.

Restaurant Food Waste

Food waste from the terminal restaurants is currently mixed with other waste, taken to the sorting station in the basements where recyclables are removed and then being disposed to landfill.

Waste Management Procedures

It is the responsibility of ACSA to provide waste storage facilities with adequate space for all waste types generated at each of the airport areas. From there the waste removal contractor will take responsibility for the waste. It is important that the contractor provides ACSA with all the information necessary for ACSA to fulfill its obligation for waste management. In this way ACSA can be assured that all waste being generated at ACSA Airports is being safely managed, i.e., from cradle to grave. ACSA will carry out audits to identify areas of poor performance and potential improvement within the waste cradle to grave progression. The objective of the audit is for ACSA to streamline the waste management process. As a minimum requirement, the contractor shall develop a procedure for the operation which will include but limited to aspects such as the following:

- The contractor shall collect all waste of certain classes from the Airport in the specified manner as per the contract agreement.
- The contractor shall collect waste from the Airport in separate vehicle units according to waste types or using vehicles that make provision for the collection of waste in separate compartments thus avoiding the mixing of waste types which have been specifically separated at source.
- The contractor shall weigh or measure the volume of waste being collected from the Airport and issue ACSA with a weigh bill or waste manifest document for the full quantity of waste before taking the waste off-site.
- The contractor shall ensure that ACSA receives waste manifest document for waste removed and safe disposal certificates for all waste disposed of.
- The contractor shall comply with all environmental legislation such as the National Environmental Management Act 107 of 1998 (NEMA), the National Environmental Management: Waste Act N.58 of 2009 (NEMWA), particularly Sections 23, 24 & 25 of the Act, Provincial legislation, and local by-laws where applicable.

- Provide staff with training on the sorting and separate transport of recyclable material and mixed waste to the sorting station in the terminal basement.
- Take control of and record all waste received and accepted at the waste transfer facilities.
- The contractor shall take control of access into the waste transfer facilities.
- The contractor will comply with South African occupational health and safety regulation.
- Provide other waste minimization, recycling, and disposal information for ACSA's consideration.

ANNEX D

CONTRACT START-UP APPROACH PROPOSAL

The Tenderer shall include a detailed proposal as to starting up and approach to managing the new provision of waste management service contract.

- **SCHEDULE OF TOOLS AND SPECIAL EQUIPMENT**

- **RESOURCE PROPOSAL**

The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff (with reference to level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

Scope of Works Table:

TABLE 1: PURCHASING OF GENERIC GOODS AND SERVICES

	<p>Request to supply Waste Management Services to Chief Dawid Stuurman International Airport:</p> <ul style="list-style-type: none"> Location: Chief Dawid Stuurman International Airport – Landside & Airside Affected Infrastructure: Waste Generation Points <p>Detailed information regarding the services is captured below this table, called Scope of Works Specification and the attached below.</p> <p>Technical Functionality (Total min. points = 60, max. points = 100):</p> <ul style="list-style-type: none"> Previous Experience in Waste Management Bidder must submit proof of company previous experience with proven track record in Integrated Waste Management. Only completed contracts will be assessed as valid. The information required should be provided to the extent that it proves that a company has conducted the required work (As per the scope of work) for the period of years stipulated. Number of years will be measured for work conducted by the supplier in the past - by completing the form in Annex A. (Sub criteria min. points = 20, max. points = 30): <ul style="list-style-type: none"> 0 years to 2 years = 0 points. > 1 year and < 2 years = 10 points. > 2 year and < 3 years = 20 points. > 3 year and < 4 years = 25 points. > 4 years and more = 30 points. Bidder Client References Bidder must submit proof of applicable experience = References with contact details of minimum 2 other companies to whom similar services was supplied to – by completing the form in Annex F. (Sub criteria min. points = 30, max. points = 50): <ul style="list-style-type: none"> >2 verified references = 0 points. 2 x verified reference = 30 points. 3 and more references = 50 points Licence / Proof to Conduct Service: Provide proof of registration / accreditation with authorities in alignment with local or provincial or national legislation for handling, transporting and disposing of general and hazardous waste. This proof must be valid and will be verified prior to awarding the required points. (Sub criteria min. points = 10, max. points = 10): <ul style="list-style-type: none"> No proof submitted - 0 points Proof Submitted - 20 points <p>Additional criteria for compliance:</p> <ul style="list-style-type: none"> The Mandatory Site briefing (clarification) must be scheduled for 1.5 hours during normal working hours Bidder must be registered on the treasury's CSD database with a valid registration number All bidders must submit a safety file for approval by ACSA safety department, prior to the commencement of work. The services will be completed both inside & outside normal airport operational hours & on public holidays: <ul style="list-style-type: none"> Mon to Thu 07H00 to 16H30 Fri 07H00 to 16H30 Sat 07H00 to 16H30 Sun 07H00 to 16H30 Activities need to be performed against optimum workmanship and quality. <p>Ensure that all the activities are completed according to applicable legislations and standards and acceptable quality of the Airports Company South Africa – such as below legislation and standards</p> <ul style="list-style-type: none"> Occupational Health & Safety (OHS) Act (act 85 of 1993) SABS /SANS applicable SANS standards <p>All work must be signed off by way of a completion certificate & Technical report, that reflects the following information, prior processing of payment.</p> <ul style="list-style-type: none"> What activities were performed Make provision for ACSA's acceptance and remarks/comments Advise to ACSA on how to maintain or upgrade the works for better operation results (if applicable)
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	<p>Should you require any additional information, kindly contact Mr. Louwrens Scheepers at the Chief Dawid Stuurman International Airport's Maintenance and Engineering Department, on the following contact details:</p> <ul style="list-style-type: none"> • louwrens.scheepers@airports.co.za 072 397 8175 • Daphney.nong@airports.co.za 061 98 1816 					
Item	Item/ Service Description	Unit of Measure	Unit Price	Monthly Rate	Qty	Total Price
The service is required for 9 months (typically from 01 July to 31 March 2022)						
A	Task Order Instruction to provide/performance: Management and Supervision (Labor) Rate per hour:					
	Note: Labor Rates to be according to the Legislation. The rates for each employee must be attached hereto.					
	• Manager	Hr.			12	
	• Supervision	Hr.			12	
	• Drivers	Hr.			12	
	• General Staff	Hr.			12	
	Sub-Total					
B	Task Order Instruction to perform: Services					
	• Removal and replacing of skip size: (6m ³)	Each			1	
	• Monthly Rental of skip size (6m ³)	Each			1	
	• Removal and replacing of skip size: (10m ³)	Each			1	
	• Monthly Rental of skip size (10m ³)	Each			1	
	• Removal / Disposal cost of the hazardous waste compactor	Each			1	
	• Wash bay / Separator Pit Service. <ul style="list-style-type: none"> ○ 2 x Wash bays (Maintenance Complex & ARFF Dept.) ○ 1 x Simulator ○ Service of the pit 	Each			2	
	• Waste Profile Registration	Each			1	
	Sub-Total					
C	Task Order Instruction to provide: Office and Staff Facilities					
	• Staff change room (to be provided by the bidder)	Each			9	
	• Environmentally friendly cleaning materials for sanitization of bins and cleaning of the waste storage and sorting facilities. (Estimate 50L per month)	Each			9	
	• Protective clothing (cost per month)	Each			2	
	• Other Consumables – provide breakdown and cost	Each			12	
	Sub-Total					
D	Task Order Instruction to provide/performance: Hazardous Waste 210L metal drums					
	Note: All drums must be labelled accordingly					
	• Oily Rags	Each			3	
	• Fluorescent Tubes	Each			3	
	• Solvents/Paints	Each			3	
	• Galley (Fat trap) Waste (disposal unit as per legislation)	Each			5	
	Sub-Total					
E	Task Order Instruction to perform: Disposal					
	GENERAL WASTE					
	• Removal/Disposal cost per 30m ³ compactor payload	Freq/Month			12	
	• Skip 7m ³ - Scrap metal	Freq/Month			1	
	HAZARDOUS WASTE: 210L Drum					
	• Oily Rags	Freq/Month			3	
	• Fluorescent Tubes – tube crusher	Freq/Month			3	
	• Solvents/Paints	Freq/Month			3	
	• Non-crushable globes	Freq/Month			3	

	Medical Waste					
	• Sharps container (10kg / 10-liter sizes)	Freq/Month			3	
	• Other hazardous medical waste (50kg / 50-liter sizes)	Freq/Month			1	
	LAGS Liquids Aerosols and Gasses – Confiscated Waste					
	• Dangerous good confiscated by the Aviation Security. Manifest signed prior to removal. Supply locked 210-liter bin / container with slot. Certificate and manifest after disposal.				3	
	Sub-Total					
F	Task Order Instruction to provide: Equipment Rental and Maintenance					
	• Wheelie bins – Labelled 240L (total quantity per colour will be discussed with the appointed bidder). Make provision for 80 in qty.	Each			12	
	• Suitable collecting Vehicle for collecting/transporting of wheelie bins per round trip.	Each			12	
	• Vehicle must be less than 5 years old throughout the contract period.					
	• Suitable odor control system for treatment at service yards and central waste area. Including servicing of the odor system	Each			12	
	• 30m ³ (or similar) containers for waste/recyclables with applicable signage. Enclosed and weatherproof. Easy access and opening mechanism to deposit waste.	Each				
	• Skip – 6m ³ for scrap metal/ad-hoc requests	Each			3	
	• Skip – 10m ³ for ad-hoc requests	Each			3	
	Sub-Total					
G	Task Order Instruction to perform: Management Services					
	Monthly management fee – flat rate for all services (Contract management, administration, disbursements, monthly and annual reporting, licenses, disposal permits.	Each			12	
	OHS Requirements, as per the OHS Act of 1993 and the Construction Regulation of 2014 (e.g., Uniforms and staff personal protective equipment)	Each			1	
	• Including all provisions file a safety file which need to be approved by our OHS department prior to obtaining a permit to work					
	Provisional permit costs (permits and induction costs – renewable once every two years. Prov Sum is R1000)	Each	R 1000		1	R 1000
	Sub-Total					
	Total					