

# St LUCIA SOLID WASTE MANAGEMENT AUTHORITY

## SOLID WASTE COLLECTION

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**SECTION A**  
**INSTRUCTIONS TO TENDERERS**

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**1. PURPOSE OF INSTRUCTIONS**

- (1) These INSTRUCTIONS TO TENDERERS are part of and are to be read in conjunction with all other Sections of the Tender Documents.
- (2) Their purpose is to inform Tenderers of the proper practices which must be adopted to satisfy the requirements of St Lucia Solid Waste Management Authority (SLSWMA) for the submission of Tenders and award of Contract. Deviations from these practices may result in the offered Tender being rejected.
- (3) The INSTRUCTIONS TO TENDERERS are printed in English. Queries regarding interpretation should be directed in writing to The General Manager, SLSWMA.

**2. TENDER ACKNOWLEDGEMENT**

- (1) Tenderers are required to complete the TENDER ACKNOWLEDGEMENT which is attached to the cover letter of this Tender Invitation and forward same within three (3) days of receipt of the Letter of Invitation to Tender accompanying the Tender Documents.
- (2) When Tender Documents are collected from SLSWMA's office, the TENDER ACKNOWLEDGEMENT is to be signed and completed when collecting the Tender.

**3. REQUEST FOR FURTHER INFORMATION**

- (1) Any request for further information which may be required by the Tenderer in order to complete its Tender or any interpretation thereof, must be submitted by facsimile or in writing marked for the attention of The General Manager. Such request must be made not later than seven (7) days prior to the Closing Date for Tenders.
- (2) Any further information, interpretation, advice or modifications given by or agreed upon by SLSWMA pursuant to Clause 3(1) herein shall be distributed to all Tenderers if SLSWMA at its sole discretion deems necessary.
- (3) Except as provided above, Tenderers are not permitted to contact or communicate with any member of SLSWMA staff on any matter relating to this Tender.

**4. SHAREHOLDING, JOINT VENTURE/PARTNERSHIPS & ELIGIBILITY**

- (1) (1) Tenderer's intentions regarding the submission of joint venture or contractor partnership arrangements (if any) must be clearly indicated in the space provided in the Tender Documents or in a letter accompanying the Tender. Certified assurances regarding the financial structure and standing of any such partner companies may be required by SLSWMA. Tenders by partnership shall disclose the full names of all partners and shall

be signed with the partnership name by one of the members of the partnership or by an AUTHORISED REPRESENTATIVE.

Eligibility to provide waste collection services is limited to individuals, firms or joint ventures which are legally incorporated or have their principal place of business in St Lucia, and are more than 50% owned by a citizen(s) of St Lucia.

**5. MARGINS OF PREFERENCE**

- (1) In keeping with Government of St. Lucia's policy to decentralise services and to build the capacity of service providers nationally, it is proposed that:
  - 1) contracts are to be awarded preferably to prequalified companies or individuals located within their zone of operation; and
  - 2) equity for small contractors is to be ensured during the tendering process.
- (2) The following criteria are to be met by companies and individuals who propose to provide services within their zone of origin or operation, for entitlement to margins of preference that will be applied during the evaluation of tenders:

<b>CRITERIA</b>	<b>MARGIN OF PREFERENCE (%)</b>
Tenderer regularly participates in community efforts and projects within the zone (as certified by the Council Chairman and Clerk)	5
Tenderer has demonstrated good corporate citizenship, with a business that has been operating within the zone over at least the last three years (as certified by the Council Chairman and Clerk)	5

- Note: 1. Margins of preference will not be applied to tenders for provision of service within the Castries zone(s)
2. A margin of preference in excess of 5% will not be applied to any one tender

- (3) Certification as defined above must be submitted with the tender.

## **6. PREPARATION OF TENDERS**

- (1) Prospective Tenderers who are in receipt of Tender Documents from SLSWMA and who subsequently decide not to submit a Tender, shall return all Tender Documents together with written notice prior to the Closing Date for Tenders.
- (2) Tenderers are required to complete and return all Sections of the Tender Documents which along with any annotations on accompanying material must be in the English Language.
- (3) No Tender will be considered in which the particulars required are not completed in full. Tenders must be completed in ink or be typewritten. Tenders must not be completed in pencil.
- (4) The Tenderer shall confirm it's proposal on the FORM OF TENDER included in the Tender Documents and return same together with all other Sections of the Tender Documents, completed as required, and clearly marked "Original".
- (5) Tenders shall state in the FORM OF TENDER, the registered address of the Tenderer and be signed by the usual signature of its principal whose full name and position shall be typed or printed in the space provided below the signature.
- (6) When requested by SLSWMA, satisfactory evidence of the authority of the person signing on behalf of the Tenderer must be furnished.
- (7) Alterations in the details submitted by the Tenderer shall be explained and initialled in the margin by such Tenderer. No Tender will be accepted unless such procedure is carried out. White correction fluid should not be used.
- (8) Should the Tenderer consider that any of the items contained in these Tender Documents, for which it is not given specific opportunity to price individually, have a cash value, it will include the same into the appropriate element of it's price.
- (9) If a Tenderer should wish to submit an alternative Tender or a qualified Tender it may do so provided this is done by means of a separate document in addition to a Tender calculated on the basis set out in the Tender Documents. Any consideration of such alternative Tender shall be entirely at the discretion of SLSWMA.
- (10) Tenderers are to bear responsibility for and pay all costs and expenses and other charges incurred in preparing their Tender.

## **7. RETURN OF TENDERS**

- (1) The Closing Date and Time for receipt of Tenders is 3 p.m., Monday on the date advised in the Letter of Invitation to Tender or the following working day if the Monday is a Public Holiday.

**SOLID WASTE COLLECTION - SECTION A - INSTRUCTIONS TO TENDERERS**

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- (2) Tenders may be forwarded by Government post, courier service or delivered by hand.
- (3) Tenders forwarded by Government post or courier service must be addressed as follows:  
  
The General Manager  
St Lucia Solid Waste Management Authority  
P.O.Box 709  
Sans Souci  
Castries  
St Lucia  
West Indies
- (4) Tenders to be contained in separate sealed plain envelopes or packages and marked:  
  
**"CONFIDENTIAL"** : Attention, General Manager, SLSWMA  
  
Tender For : SOLID WASTE COLLECTION
- (5) There must be no other mark on the envelope or package, except SLSWMA'S name and address. Any envelope or package indicating the name of the Tenderer may be rejected.
- (6) Tenders received later than the Closing Date and Time stated will be rejected, notwithstanding the means of delivery to SLSWMA.
- (7) Except under exceptional circumstances no extension of the time and date by which Tenders must be submitted will be granted.
- (8) Tenders may be withdrawn by written, or faxed requests only, which must be received by SLSWMA at the address indicated in Clause 6(3) hereof and prior to the Closing Date for receipt of Tenders.
- (9) Tenderers shall retain a photocopy of the Tender Documents.

**8. CONSIDERATION OF TENDERS**

- (1) SLSWMA hereby reserves the right to request any further information it may deem necessary to evaluate the Tender, which may include but not be limited to a breakdown of, or supplement to, any lump sum prices, rates or percentages tendered.
- (2) SLSWMA may require, prior to the award of any Contract, satisfactory evidence of the successful Tenderer's credit worthiness and financial soundness and capacity to handle the CONTRACT and in this connection the Tenderer may be required to furnish a certified copy of its latest published accounts, details of similar contracts successfully completed, a banker's reference, details of existing third party loans or guarantees (if any) and other existing contractual commitments. Except with the written authorisation

of the Tenderer, SLSWMA its servants or agents shall not disclose to any person any information provided pursuant to this clause.

**9. ACCEPTANCE OF TENDERS**

- (1) SLSWMA does not undertake to accept the lowest, or any part, or all of any Tender, and may accept a Tender in part or in whole at its sole discretion.
- (2) The successful Tenderer (if any) will be required to enter into a formal Contract with SLSWMA which will be on the same terms and subject to the same conditions as are contained in the Tender Documents, subject to any modification as SLSWMA may in its sole discretion consider necessary, including that arising from further information requested and provided in accordance with Clause 3 or 8 hereof. Such formal Contract shall be made in accordance with the FORM OF AGREEMENT included under cover of the Tender Documents.
- (3) The successful Tenderer will be required to enter into a Contract with SLSWMA in the same business name as that in which its Tender was submitted.
- (4) All Tender Documents in the possession of Tenderers, other than the successful Tenderer must be returned to SLSWMA within five (5) days after notice from SLSWMA that their Tender has been unsuccessful.
- (5) In the event that a second round of tendering is required, Tenderers who were unsuccessful with their initial proposals may not be invited to participate in any subsequent re-tendering for this contract.

## SECTION B

### TENDER

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TO: The General Manager  
SLSWMA  
P.O. Box 709  
Sans Souci  
Castries  
St Lucia  
West Indies

Sir,

**PROPOSAL OFFER: SOLID WASTE COLLECTION**

1. We propose to carry out the WORK more specifically described elsewhere in the Tender Documents for the CONTRACT PRICE calculated in accordance with the method described in Appendix 6 herein.
2. We confirm that this Tender will be held firm and free of any adjustments whatsoever and open for acceptance for a period of ninety (90) days from the Closing Date of Tenders.
3. Our Tender is based upon and incorporates all those contract terms referred to in your Tender Documents along with the Appendices attached to this Form of Tender.
4. We agree that until a formal agreement is executed by both parties, this Tender together with your acceptance of it shall be considered a binding agreement between us.
5. The Tender Sum calculated on the basis of the specifications and quantities, contained under cover of these Tender Documents is EC\$...../month.

Signature : ..... dated this..... day of  
.....1999

Name : .....

Position Held : .....

Duly authorised to sign Tenders for and on behalf of:-  
(Tenderer's Name and Registered Address)

## **TENDER APPENDICES**

The Tenderer is requested to complete the following Appendices and is advised that failure to do so may result in its Tender being rejected.

In the event of award of CONTRACT the Tenderer is advised that at SLSWMA's sole discretion some or all of these Appendices will form part of the CONTRACT.

**APPENDIX 1 - BUSINESS STRUCTURE**

(1) The Tenderer shall include hereunder a statement of its business structure including:

(i) The identity of the tenderer including its precise name and trading title:

.....  
.....

(ii) The tenderer's place of incorporation:

.....  
.....

(iii) The names of all principal partners of the tenderer.

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.....

(iv) The date when the tenderer was incorporated and first started trading:

.....  
.....

(v) The identity and place of incorporation of the tenderer's parent company.

.....  
.....

(vi) A copy of the tenderers latest Financial Statements and or a letter authorising SLSWMA to undertake a credit worthiness check with each bank and/or financial institution with whom the tenderer regularly undertakes business transactions.

(vii) Details of any existing or proposed consortium, joint venture or support agreements.

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.....  
.....

(viii) The name and title of the individual authorised to sign contracts on behalf of the tenderer:

.....  
.....

**APPENDIX 2 - STATEMENT OF RESOURCES**

- (1) The Tenderer shall include hereinafter details of its resources and capability to perform the WORK.
- (2) Statements shall be provided within the appropriate spaces provided, or on separate pages if necessary, of the following:

- 2-I EXPERIENCE
  - (A) RELEVANT EXPERIENCE
  - (B) OTHER EXPERIENCE
- 2-II SUBCONTRACTING
- 2-III ORGANISATION
- 2-IV KEY PERSONNEL
- 2-V PERSONNEL
- 2-VI EQUIPMENT SPECIFICATIONS
  - (A) EXISTING EQUIPMENT
  - (B) PROPOSED EQUIPMENT
- 2-VII OFFICE/FACILITIES/WORKSHOP

**APPENDIX 2-1(A) RELEVANT EXPERIENCE****Information on Current Contractual Arrangements and Relevant Experience**

<b>CLIENT NAME (name of company or organisation)</b>	<b>CLIENT CONTACT (contact persons name, address &amp; phone number)</b>	<b>CONTRACT DESCRIPTION (type of work undertaken)</b>	<b>CONTRACT DURATION (commencement &amp; completion dates)</b>	<b>CONTRACT VALUE (EC\$)</b>

## APPENDIX 2-1(A) RELEVANT EXPERIENCE

<b>CLIENT NAME</b> (name of company or organisation)	<b>CLIENT CONTACT</b> (contact persons name, address & phone number)	<b>CONTRACT DESCRIPTION</b> (type of work undertaken)	<b>CONTRACT DURATION</b> (commencement & completion dates)	<b>CONTRACT VALUE</b> (EC\$)

## APPENDIX 2-1(B) OTHER EXPERIENCE

<b>CLIENT NAME</b> (name of company or organisation)	<b>CLIENT CONTACT</b> (contact persons name, address & phone number)	<b>CONTRACT DESCRIPTION</b> (type of work undertaken)	<b>CONTRACT DURATION</b> (commencement & completion dates)	<b>CONTRACT VALUE</b> (EC\$)



## APPENDIX 2-1(B) OTHER EXPERIENCE

CLIENT NAME (name of company or organisation)	CLIENT CONTACT (contact persons name, address & phone number)	CONTRACT DESCRIPTION (type of work undertaken)	CONTRACT DURATION (commencement & completion dates)	CONTRACT VALUE (EC\$)

**APPENDIX 2-II SUBCONTRACTING**

- (1) The Tenderer shall state in the table provided details of any subcontractors which it proposes to use in performance of the CONTRACT. The naming of any proposed subcontractor shall not imply acceptance or approval by SLSWMA and SLSWMA'S rights shall not be prejudiced by any statement as to prospective subcontractors hereunder.

Name and Address of Subcontractor	Nature of Activity Subcontracted	Area of Work Subcontracted

**APPENDIX 2-III ORGANISATION**

- (1) Tenderer shall provide an Organisation Chart on a separate page for undertaking the Scope of Work which should detail the following:
- \* names of senior management of the tenderer,
  - \* key positions in the execution of the proposed SERVICES,

**APPENDIX 2-IV KEY PERSONNEL**

(1) The Tenderer shall submit the curriculum vitae of principal/key personnel which it proposes to employ in the execution of the CONTRACT.

(2) The tenderer shall provide a description of the functions of the key personnel.

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(3) The tenderer shall specify the academic or other qualifications and experience considered necessary of the personnel to fill the key positions:

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.....  
.....  
.....  
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.....

**APPENDIX 2-V PERSONNEL**

- (1) The Tenderer shall list, within the table provided, details relating to all the personnel required to fulfil the CONTRACTOR'S obligations in the event of the award of the CONTRACT.

STAFF	ADMINISTRATIVE	TECHNICAL	SUPERVISORS	DRIVERS	OPERATORS
NUMBERS PRESENTLY EMPLOYED					
TOTAL NUMBERS TO BE EMPLOYED UNDER THE CONTRACT					
PROPOSED SOURCE OF ADDITIONAL STAFF					
MOBILISATION PERIOD FOR ADDITIONAL STAFF					
NUMBER OF EXPATRIATES EMPLOYED					
NUMBER OF REGIONAL PERSONNEL EMPLOYED					
NUMBER OF ST LUCIAN CITIZENS EMPLOYED					
AVERAGE NORMAL AND OVERTIME TO BE WORKED EACH WEEK					
AVERAGE NORMAL AND OVERTIME PAYMENT RATES PER HOUR					

**APPENDIX 2-VI(A) EXISTING EQUIPMENT**

Tenderer shall detail, within the attached tables, the EQUIPMENT offered to fulfil the CONTRACTOR'S obligations in the event of award of CONTRACT.

DESCRIPTION	MAKE	MODEL	YEAR OF MANUFACTURE	CONDITION	OWNERSHIP (state who owns the equipment)

**APPENDIX 2-VI(B) PROPOSED EQUIPMENT**

DESCRIPTION	MAKE	MODEL	YEAR OF MANUFACTURE	TO BE PURCHASED OR HIRED	OBTAINED FROM WHERE	HOW FINANCED	MOBILISATION PERIOD





**APPENDIX 3 HEALTH, SAFETY AND ENVIRONMENT**

(1) The tenderer shall provide answers, on a separate sheet of paper, to the following questions concerning health, safety and environment.

(2) Please ensure that the answers are carefully numbered to correspond with the relevant question. In cases where you are asked to provide a particular document and cannot comply, please explain why.

**A) HEALTH AND SAFETY POLICY**

(i) Do you have a written Health and Safety policy?

If so, please supply a copy.

(ii) Supply a schedule (job categories/type and frequency of medical check-up) performed on the personnel who will be providing WORK under a prospective contract which might ensue from this tender.

**B) SAFETY STANDARDS**

(i) Do you have any emergency procedures? If so, please supply a copy.

(ii) What safety equipment is supplied to your employees? Who pays for it? When is it replaced?

**C) SAFETY TARGETS**

(i) What have you identified as the main hazards in the type of WORK contemplated by this tender invitation and what steps have you taken and do you continue to take to avoid accidents in these aspects of your business?

**D) SAFETY INSPECTIONS AND AUDITS**

(i) Do you conduct regular safety audits or inspections? If so, state how often they are performed, who does them and provide a copy of a typical report.

(ii) How do you make sure that findings are acted upon?

E) SAFETY TRAINING

- (i) State what safety training you provide for your personnel in the various job functions.

F) ACCIDENT INVESTIGATION

- (i) In case of an accident, how do you report and investigate it?

If you have a written procedure, please supply a copy, otherwise please provide a description of the process.

G) EFFECTIVE MOTIVATION AND COMMUNICATION

- (i) What safety meetings do you have?
- (ii) How often do each of these meetings take place, who attends and what do they discuss?
- (iii) How do you inform new employees of your safety requirements?

**APPENDIX 4 METHODOLOGY STATEMENT**

- (1) The tenderer shall provide a methodology statement which should broadly explain their overall approach to the CONTRACT.
- (2) The tenderer shall complete the attached table which details specific information relating to collection methodology and frequency within specific communities.
- (3) The tenderer shall also detail, on the appropriate maps provided, their approximate daily collection routes. Separate maps may be submitted for each collection day, or alternatively colour coded daily routes can be placed on a single map as long as the information is clearly legible.
- (4) Due to the uncertainty of the accuracy of the available census data, tenderers are required to provide their own estimates regarding the number of houses within the individual communities and to insert this data in the relevant column of the table.

**WASTE COLLECTION METHODOLOGY**

COMMUNITY		WASTE COLLECTION		WASTE STORAGE		VEHICLE AND STAFF SPECIFICATION	
NAME	NUMBER OF HOUSEHOLDS	TYPE OF SERVICE <small>(Curbside collection or Community containers etc...)</small>	FREQUENCY OF SERVICES <small>(Specify which days per week)</small>	TYPE OF WASTE STORAGE FACILITY(S) <small>(Plastic bags/community container/ Household bin etc) to be provided by contractor (Include numbers &amp; capacities where appropriate)</small>	LOCATION(S) OF STORAGE FACILITY(S) <small>(Specify exact locations of community containers -if- relevant)</small>	TYPE OF VEHICLE DETAILS <small>(Rear loading Compactor/Skip etc.....) (Include numbers and capacities)</small>	NUMBER & TYPE OF STAFF
Belle Vue							
Bois D'Inde							
Cafeiere							
Dacretin							

**WASTE COLLECTION METHODOLOGY**

COMMUNITY	WASTE COLLECTION		WASTE STORAGE		VEHICLE AND STAFF SPECIFICATION	
NAME	NUMBER OF HOUSEHOLDS	TYPE OF SERVICE  (Curbside collection or Community containers etc...)	FREQUENCY OF SERVICES  (Specify which days per week)	TYPE OF WASTE STORAGE FACILITY(S)  (Plastic bags/community container/ Household bin etc) to be provided by contractor (Include numbers & capacities where appropriate)	LOCATION(S) OF STORAGE FACILITY(S)  (Specify exact locations of community containers -if- relevant)	TYPE OF VEHICLE DETAILS  (Rear loading Compactor/Skip etc.....) (Include numbers and capacities)
Debreuil						
Delcer						
Derriere Morne						
Dupre						

**WASTE COLLECTION METHODOLOGY**

COMMUNITY	WASTE COLLECTION		WASTE STORAGE		VEHICLE AND STAFF SPECIFICATION	
NAME	NUMBER OF HOUSEHOLDS	TYPE OF SERVICE  (Curbside collection or Community containers etc...)	FREQUENCY OF SERVICES  (Specify which days per week)	TYPE OF WASTE STORAGE FACILITY(S)  (Plastic bags/community container/ Household bin etc) to be provided by contractor (Include numbers & capacities where appropriate)	LOCATION(S) OF STORAGE FACILITY(S)  (Specify exact locations of community containers -if- relevant)	TYPE OF VEHICLE DETAILS  (Rear loading Compactor/Skip etc.....) (Include numbers and capacities)
Esperance						
Fiette						
Fond Jalib						
Franciou						

**WASTE COLLECTION METHODOLOGY**

COMMUNITY	WASTE COLLECTION		WASTE STORAGE		VEHICLE AND STAFF SPECIFICATION	
NAME	NUMBER OF HOUSEHOLDS	TYPE OF SERVICE  (Curbside collection or Community containers etc...)	FREQUENCY OF SERVICES  (Specify which days per week)	TYPE OF WASTE STORAGE FACILITY(S)  (Plastic bags/community container/ Household bin etc) to be provided by contractor (Include numbers & capacities where appropriate)	LOCATION(S) OF STORAGE FACILITY(S)  (Specify exact locations of community containers -if- relevant)	TYPE OF VEHICLE DETAILS  (Rear loading Compactor/Skip etc.....) (Include numbers and capacities)
Industry						
La Fargue						
La Riche						
Lamaze						

**WASTE COLLECTION METHODOLOGY**

COMMUNITY	WASTE COLLECTION		WASTE STORAGE		VEHICLE AND STAFF SPECIFICATION	
NAME	NUMBER OF HOUSEHOLDS	TYPE OF SERVICE <small>(Curbside collection or Community containers etc...)</small>	FREQUENCY OF SERVICES <small>(Specify which days per week)</small>	TYPE OF WASTE STORAGE FACILITY(S) <small>(Plastic bags/community container/ Household bin etc) to be provided by contractor (Include numbers &amp; capacities where appropriate)</small>	LOCATION(S) OF STORAGE FACILITY(S) <small>(Specify exact locations of community containers -if- relevant)</small>	TYPE OF VEHICLE DETAILS <small>(Rear loading Compactor/Skip etc.....) (Include numbers and capacities)</small>
Martin						
Mongouge						
Monzie						
Morne Jacques						



**WASTE COLLECTION METHODOLOGY**

COMMUNITY	WASTE COLLECTION		WASTE STORAGE		VEHICLE AND STAFF SPECIFICATION	
NAME	NUMBER OF HOUSEHOLDS	TYPE OF SERVICE <small>(Curbside collection or Community containers etc...)</small>	FREQUENCY OF SERVICES <small>(Specify which days per week)</small>	TYPE OF WASTE STORAGE FACILITY(S) <small>(Plastic bags/community container/ Household bin etc) to be provided by contractor (Include numbers &amp; capacities where appropriate)</small>	LOCATION(S) OF STORAGE FACILITY(S) <small>(Specify exact locations of community containers -if- relevant)</small>	TYPE OF VEHICLE DETAILS <small>(Rear loading Compactor/Skip etc.....) (Include numbers and capacities)</small>
Morne Sion						
Motete						
Newfield						
Portalese						

**WASTE COLLECTION METHODOLOGY**

COMMUNITY	WASTE COLLECTION		WASTE STORAGE		VEHICLE AND STAFF SPECIFICATION	
NAME	NUMBER OF HOUSEHOLDS	TYPE OF SERVICE <small>(Curbside collection or Community containers etc...)</small>	FREQUENCY OF SERVICES <small>(Specify which days per week)</small>	TYPE OF WASTE STORAGE FACILITY(S) <small>(Plastic bags/community container/ Household bin etc) to be provided by contractor (Include numbers &amp; capacities where appropriate)</small>	LOCATION(S) OF STORAGE FACILITY(S) <small>(Specify exact locations of community containers -if- relevant)</small>	TYPE OF VEHICLE DETAILS <small>(Rear loading Compactor/Skip etc.....) (Include numbers and capacities)</small>
Raveneau						
Reunion						
River Doree						
Roblot						

**WASTE COLLECTION METHODOLOGY**

COMMUNITY	WASTE COLLECTION		WASTE STORAGE		VEHICLE AND STAFF SPECIFICATION	
NAME	NUMBER OF HOUSEHOLDS	TYPE OF SERVICE <small>(Curbside collection or Community containers etc...)</small>	FREQUENCY OF SERVICES <small>(Specify which days per week)</small>	TYPE OF WASTE STORAGE FACILITY(S) <small>(Plastic bags/community container/ Household bin etc) to be provided by contractor (Include numbers &amp; capacities where appropriate)</small>	LOCATION(S) OF STORAGE FACILITY(S) <small>(Specify exact locations of community containers -if- relevant)</small>	TYPE OF VEHICLE DETAILS <small>(Rear loading Compactor/Skip etc.....) (Include numbers and capacities)</small>
Sauzay						
Savanne George						
Union Vale						
Victoria						

**WASTE COLLECTION METHODOLOGY**

COMMUNITY	WASTE COLLECTION		WASTE STORAGE		VEHICLE AND STAFF SPECIFICATION	
NAME	NUMBER OF HOUSEHOLDS	TYPE OF SERVICE <small>(Curbside collection or Community containers etc...)</small>	FREQUENCY OF SERVICES <small>(Specify which days per week)</small>	TYPE OF WASTE STORAGE FACILITY(S) <small>(Plastic bags/community container/ Household bin etc) to be provided by contractor (Include numbers &amp; capacities where appropriate)</small>	LOCATION(S) OF STORAGE FACILITY(S) <small>(Specify exact locations of community containers -if- relevant)</small>	TYPE OF VEHICLE DETAILS <small>(Rear loading Compactor/Skip etc.....) (Include numbers and capacities)</small>
Village						

**APPENDIX 5 PAYMENT DETAILS**

(1) The Tenderer shall include hereunder details of the Tenderer's:

(a) Bank account number to which payment should be made:.....

(b) Name of Bank:.....

(c) Address of Bank:.....

.....

(d) Account Name:.....

**APPENDIX 6 CONTRACT PRICE**

- (1) Tenderer shall detail the proposed CONTRACT PRICE for the initial 12 months of operation for the required SERVICES. The title of this appendix reflects the intent, that if the tenderers' offer is accepted this Appendix to the Form of Tender will be incorporated into the CONTRACT.
- (2) The Tenderer may **in addition** make an **alternative** proposal if it believes this would be beneficial to the SLSWMA.
- (3) The CONTRACT PRICE (EC\$/Month) shall be reviewed each anniversary of the COMMENCEMENT DATE on the REVIEW DATE and shall be increased or reduced by a percentage equivalent to the percentage increase or reduction (if any) on the variable elements, shown by the Consumer Price Index since the COMMENCEMENT DATE and such increase or decrease shall take effect in respect of the twelve-month period commencing on the REVIEW DATE.
- (4) The CONTRACT PRICE is EC\$...../month.
- (5) The CONTRACT PRICE shall be the full compensation for fulfilling all obligations and liabilities of the CONTRACTOR in performance of the CONTRACT including, but not limited to, the following:
  - i) All the CONTRACTOR'S capital expenditure relating to the purchase of any plant and equipment.
  - ii) All cost of any duties, taxes and contributions raised by law or regulations arising from the performance of the SERVICES including, but not limited, to personal income tax, workmen compensation insurance, employer's liability insurance, welfare funds, pension funds, annuities and disability insurance;
  - iii) All costs of the CONTRACTOR'S standard employee benefits, including salary, overtime, leave pay, sick leave with pay, retirement funds, health and life insurance, bonus programmes, profit sharing schemes and share purchase schemes;
  - iv) All the CONTRACTOR's direct and indirect expenses incurred including but not limited to travel, subsistence and accommodation, mobilisation and demobilisation, printing and reprographic, computing costs, telephone, facsimile, and telex and the procurement of visas and travel documents;
  - v) All the CONTRACTOR'S other direct and indirect costs, including all contributions to overheads, administration and profit;
  - vi) All PERSONNEL related costs including computing, word processing, secretarial, clerical and administrative costs;

- vii) Any other costs not specifically mentioned above or not specifically excluded by any of the foregoing part of the CONTRACT.
- (6) The tenderer shall complete the following table which details the individual components of the EC\$/month costs. This information will be of assistance when determining the increase in the variable price elements for any extension period.

ITEM		% OF EC\$/MONTH
1.	FIXED ELEMENT OF COST	
1.1	Financing cost (interest, bank fees, etc...)	
2.	VARIABLE ELEMENT OF COST	
2.1	Salaries (include NIS, medical, leave, etc..)	
2.2	Maintenance and replacement of equipment	
2.3	Consumables/materials	
2.4	Insurance	
2.5	Safety gear/equipment	
2.6	Overheads, administrative costs	
2.7	Profit	

- (7) In addition, the CONTRACTOR shall provide details of his anticipated capital expenditure.

**APPENDIX 7 DAYWORKS SCHEDULE**

The CONTRACTOR should insert the comprehensive hourly rate that he requires to cover all expenses incurred including administration and supervision and all other costs incurred directly or indirectly in providing the additional items outside the normal SERVICES, but complying in all other ways with its requirements. If the CONTRACTOR is unable to provide any of the additional items it should be indicated in the appropriate space within the table.

<b>Item</b>	<b>Description</b>	<b>Hourly Rate (EC\$)</b>
1.0	Provision of a flat bed truck or tipper truck fitted with small hydraulic crane for lifting bulky/heavy waste items with driver, operator and fuel.	
2.0	Provision of a waste compaction vehicle with multifit hydraulic bin lift equipment, with driver, operator and fuel.	
3.0	Provision of tipper truck or equivalent with driver, operator and fuel.	
4.0	Provision of a four wheel drive pick-up vehicle with driver, operator and fuel.	
5.0	Provision of a mechanical excavator (225 or equivalent) with plant operator and fuel.	
6.0	Provision of a wheeled front end loader with operator and fuel.	
7.0	Provision of a low loader capable of carrying Item 5, with driver and fuel.	



**SECTION 1**  
**AGREEMENT**

THIS AGREEMENT is made this ..... day of ..... 1999

BETWEEN:

ST. LUCIA SOLID WASTE MANAGEMENT AUTHORITY hereafter referred to as SLSWMA

AND : .....

having its registered office at

.....  
.....

(hereinafter called the "CONTRACTOR")

WHEREAS

SLSWMA wishes to obtain a comprehensive solid waste collection service with the quarter of ....., and the CONTRACTOR is willing to provide the same on the terms of this Agreement.

NOW THIS AGREEMENT WITNESSES as follows:

ARTICLE 1 - In this CONTRACT all words and expressions shall have the meanings as are respectively assigned to them in the GENERAL CONDITIONS OF CONTRACT referred to in ARTICLE 2 hereunder.

ARTICLE 2 - The following documents shall be deemed to form and be read and construed as part of this CONTRACT. The said documents shall be taken as mutually explanatory but if there is any conflict in the construction and interpretation of the CONTRACT then any document higher in the order given below shall prevail over all those listed beneath it.

- (1) AGREEMENT
- (2) GENERAL CONDITIONS OF CONTRACT
- (3) SPECIFICATION OF SERVICE
- (4) THE CONTRACTOR'S TENDER AND APPENDICES

- ARTICLE 3 - The CONTRACT Reference Number of this CONTRACT is **WC014**.
- ARTICLE 4 - In consideration of the CONTRACTOR performing the CONTRACT, SLSWMA shall pay the CONTRACTOR the CONTRACT PRICE ascertained in accordance with the provisions contained in the CONTRACT.
- ARTICLE 5 - In consideration of the payment provided for under the CONTRACT the CONTRACTOR shall perform the CONTRACT in conformity in all respects with the provisions of the CONTRACT.
- ARTICLE 6 - This CONTRACT shall come into force or be deemed to have come into force and be legally binding as from the COMMENCEMENT DATE.
- The period of this CONTRACT shall be five years from the COMMENCEMENT DATE which shall be the COMPLETION DATE unless the CONTRACT is otherwise extended or terminated.
- ARTICLE 7 - SLSWMA will have the option to extend the CONTRACT for whatever period is deemed appropriate with the agreement of the CONTRACTOR. The CONTRACT EXTENSION will operate under the same terms and conditions of this CONTRACT.
- ARTICLE 8 - The CONTRACTOR will be responsible for all capital and operational costs for providing the SERVICE and shall invoice SLSWMA on a monthly basis.
- ARTICLE 9 - The CONTRACTOR shall not assign any of its rights, duties or obligations under the CONTRACT without SLSWMA's express written consent.
- ARTICLE 10 - CONTRACT VARIATION
- The AUTHORISED OFFICER shall be entitled to issue to the CONTRACTOR instructions in writing in relation to all or any of the following:
- a) to provide the SERVICES or any part thereof in such manner as the AUTHORISED OFFICER may reasonably require providing that a requirement to provide the SERVICES to the CONTRACT STANDARD shall not be a VARIATION;

- b) to provide such services additional to the SERVICES including additional or substituted sites as the AUTHORISED OFFICER may reasonably require providing that such additional services shall be the same as or similar to the SERVICES;
- c) to vary permanently the SERVICES or any part thereof to be provided at the SITE.

The valuation of VARIATIONS shall be ascertained by the AUTHORISED OFFICER in accordance with the following provisions:

- a) where the VARIATION is of a similar character to and is executed under similar conditions to the SERVICES the rates and prices for the work contained in the DAYWORKS SCHEDULE or CONTRACT PRICE shall determine the valuation;
- b) where the VARIATION is not of a similar character to and is not executed under similar conditions to the SERVICES the valuation shall be made at fair prices and rates having due regard where applicable to the rates and prices contained in the DAYWORKS SCHEDULE or CONTRACT PRICE.

The CONTRACTOR shall not make any VARIATION without an instruction from the AUTHORISED OFFICER.

#### ARTICLE 11 - CONTRACT TERMINATION

At any time after the COMMENCEMENT DATE, SLSWMA may investigate each case where the CONTRACTOR has failed to properly perform the SERVICES in accordance with the provisions of the CONTRACT, has committed a breach of any of its obligations, or has committed any offence under the Contract.

SLSWMA shall be entitled to TERMINATE the CONTRACT, where the SLSWMA is satisfied that in any particular case the CONTRACTOR has failed to perform the SERVICES completely in accordance with the provisions of the CONTRACT.

SLSWMA may TERMINATE the CONTRACT if more than 100 DEFAULT POINTS are recorded against the CONTRACTOR in any four - week period. For the purpose of this condition a week shall be any 7 consecutive days. These TERMINATION provisions shall not apply during the 2 weeks immediately following the COMMENCEMENT DATE.

**ARTICLE 12 - NOTICES**

All notices required or authorised to be given under the CONTRACT must be given in writing or facsimile and must quote the CONTRACT reference number. All such notices must be served either by personal delivery, by courier delivery, or by fax transmission.

All notices served on SLSWMA shall be marked "For the attention of the AUTHORISED OFFICER".

All notices served on the CONTRACTOR shall be marked "For the attention of the CONTRACTOR REPRESENTATIVE."

Either party may change its address for service by giving notice to that effect to the other party in accordance with this provision.

A notice shall be deemed to have been served upon receipt of the same by the receiving party unless receipt takes place after 4 p.m. on any day or on any weekend or public holiday in the place of receipt in which case the notice shall be deemed to have been served at 9 a.m. on the following working day.

Notices sent by facsimile shall be deemed to have been received when transmitted but shall be confirmed by immediately sending a copy thereof to the addressee by personal delivery or by courier.

**ARTICLE 13 - CORRESPONDENCE**

Without prejudice to the provisions set out relating to Notices, subject to any provision to the contrary herein contained or to any specific agreement between the parties, all instructions, information, agreements, authorizations, approvals and acknowledgments shall be either by letter or by facsimile.

**ARTICLE 14 - AUDITED ACCOUNTS/FINANCIAL STATEMENTS**

All contractors shall keep proper books of accounts, which must be audited each financial year by an independent qualified accountant or firm. These audited accounts shall as soon as practicable but no later than three months after each financial year be submitted to the St. Lucia Solid Waste Management Authority.

**SOLID WASTE COLLECTION - SECTION 1 - AGREEMENT**

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In WITNESS of this Agreement each party has caused this document to be duly signed and sealed in two originals on the date stated next to the names below

SIGNED : .....

POSITION HELD : .....

DATE : ...../1999

CONTRACTOR : .....

PLACE SIGNED : Castries, St Lucia

SIGNED : .....

POSITION HELD : .....

DATE : ...../1999

CLIENT : SLSWMA

PLACE SIGNED : Castries, St Lucia.

## SECTION 2

### GENERAL CONDITIONS OF CONTRACT

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## **1. DEFINITIONS**

The following expressions have the following meanings wherever used in these General Conditions unless the context otherwise requires:

- (i) "AGREEMENT" means the document signed by SLSWMA and the CONTRACTOR which provides the authorisation and specifications for the CONTRACTOR to perform the SERVICES as set out in these documents.
- (ii) "AUTHORISED OFFICER" means the person from time to time designated by SLSWMA to have the duties, rights and obligations outlined in Clause 3 hereof.
- (iii) "BAGS" means plastic, nylon, or cloth sacks designed to contain SOLID WASTE with sufficient wall strength to maintain physical integrity of the container when lifted by the opening. Total weight of a BAG and its contents shall not exceed 15 kilograms.
- (iv) "BANK GUARANTEE" means a guarantee from a bank for compensation to SLSWMA in the event that it must assume the obligations and/or duties of the CONTRACTOR in order to continue the SERVICES as defined by this CONTRACT.
- (vi) "BULK WASTE" means large appliances, machines, furniture, derelict vehicles and other SOLID WASTE (other than CONSTRUCTION OR DEMOLITION DEBRIS or dead animals), with weights or volumes greater than those allowed for BAGS, BUNDLED WASTE or WASTEBINS.
- (vii) "BUNDLED WASTE" means tree parts, shrubs, brush trimmings, newspapers, magazines, cartons or other SOLID WASTE securely tied as a package not exceeding 1 metre in length or 15 kilograms in weight.
- (viii) "COMMENCEMENT DATE" means the day when the SERVICES start following the completion of the COMMISSIONING PERIOD.
- (ix) "COMMISSIONING PERIOD" means the four weeks prior to the COMMENCEMENT DATE during which time the CONTRACTOR shall notify GENERATORS about the details of the new SERVICES to be provided.
- (x) "COMMUNITY CONTAINER" means bulk waste storage containers made of durable material which are mechanically lifted and emptied by the collection vehicle and are utilised in densely populated neighbourhoods with limited vehicle access which precludes a curbside collection service.
- (xi) "COMPLETION DATE" means the date on which the SERVICES are required to have been completed in accordance with the CONTRACT, and in relation to a term CONTRACT means the end of that contract.



**SOLID WASTE COLLECTION - SECTION 2 - GENERAL CONDITIONS OF CONTRACT**

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- (xii) "CONDITIONS" means these GENERAL CONDITIONS OF CONTRACT.
- (xiii) "CONTRACT" means the AGREEMENT and the several documents listed therein.
- (xiv) "CONTRACTOR" means the Company who has signed the AGREEMENT for the provision of the SERVICES listed herein.
- (xv) "CONTRACT PRICE" means the sum or sums to be ascertained and paid in accordance with the provisions of the CONTRACT.
- (xvi) "CONTRACTOR REPRESENTATIVE" means the person designated from time to time by the CONTRACTOR to have the duties, rights and obligations outlined in Clause 4 hereof.
- (xvii) "CONTRACTOR STAFF" means all personnel specifically designated by the CONTRACTOR'S REPRESENTATIVE to be responsible for delivering services under this CONTRACT including SOLID WASTE collection workers, vehicle drivers, workshop mechanics, supervisors and administration staff.
- (xviii) "CONTRACT STANDARD" means such standard as complies in each and every respect with all relevant provisions of the CONTRACT and where and to the extent that no criteria are stated in the CONTRACT the standard is to the entire satisfaction of the AUTHORISED OFFICER.
- (xix) "CONSTRUCTION OR DEMOLITION DEBRIS" means waste building materials resulting from construction remodelling, repair, or demolition operations, with sizes or volumes greater than those allowed for in BAGS, BUNDLED WASTE, or WASTE BINS.
- (xx) "CURBSIDE SERVICE" means collection service from premises wherein BAGS, BUNDLED WASTE, HOUSEHOLD BINS, WASTE BINS or WASTE CONTAINERS are collected from the curbside or similar location designated by the CONTRACTOR at or near the collection route.
- (xxi) "DEAD ANIMALS" means animals or portions thereof equal to or greater than 5 kilograms in weight which have expired from any cause, except those properly slaughtered or killed for human consumption.
- (xxii) "DISPOSAL" means to deliver SOLID WASTE to one of the two official waste disposal sites at either Ciceron or Vieux Fort, within the designated operational hours of the facilities.
- (xxiii) "EQUIPMENT" means any consumables, equipment, materials, facilities, implements and plant or other things required or necessary for the satisfactory performance of the SERVICES.

- (xxiv) "FINANCIAL PENALTIES" means penalties to be paid by the CONTRACTOR to SLSWMA, through adjustments in payments by SLSWMA to the CONTRACTOR or otherwise, upon issuance by SLSWMA of a DEFAULT NOTICE.
- (xxv) "GARDEN WASTE" means organic waste, including leaves, grass, foliage and branches originating from the maintenance of gardens, yards, parks and vegetation along public roads.
- (xxvi) "GENERATORS" include all SOLID WASTE service customers, as regulated by the laws of government represented by SLSWMA.
- (xxvii) "HAZARDOUS WASTE" means any waste that by virtue of its nature or composition poses a severe threat to human health or the environment and will include, but not necessarily be limited to, wastes listed in Annex 1 in the *Basel Convention on the Transboundary Movement of Hazardous Waste and Their Disposal*.
- (xxviii) "HOUSEHOLD BIN" means metal or plastic receptacle designed to store SOLID WASTE within domestic premises. These can be lifted and emptied either manually or mechanically by the collection vehicle.
- (xxix) "LOCATION" means the place where the SERVICE or any part thereof are to be performed by the CONTRACTOR or to which goods, equipment or materials are to be delivered or stored or where work is to be executed by the CONTRACTOR or where documents or records are held or stored by or on behalf of the CONTRACTOR in connection with the provision of the SERVICE together with, in respect of property owned or occupied by the SLSWMA, so much of the area surrounding the said place as the CONTRACTOR shall with the consent of the SLSWMA use in connection with the SERVICES or with such delivery, storage, or work otherwise than for the sole purpose of access to the said place.
- (xxx) "MONTH" means all the calendar days of the month.
- (xxxi) "NOTICE" means either a RECTIFICATION NOTICE, A DEFAULT NOTICE, or a SUPPLEMENTAL DEFAULT NOTICE served upon the CONTRACTOR by SLSWMA for failure to properly perform the SERVICES in accordance with the provisions of the CONTRACT.
- (xxxii) "PERFORMANCE BOND" means a surety bond that guarantees compensation to SLSWMA in the event that it must assume the obligations and/or duties of the CONTRACTOR in order to continue the SERVICES as defined by this CONTRACT.
- (xxxiii) "PREMISES" means any land, building, and or structure, or portion thereof.

- (xxxiv) "PUBLIC LITTER BIN" means durable waste storage containers, usually made of metal or plastic, which are placed at strategic locations, such as along public roads, shopping centres and at bus stops, by government agencies such as the Ministry of Health and Village, Town and City Councils.
- (xxxv) "RECYCLING" means the process of sorting, collecting and turning used materials and/or products into new products by reprocessing or re-manufacturing.
- (xxxvi) "REGULATORY FRAMEWORK" means any laws, regulations, decrees and policies officially developed and approved by the government, for the purposes of regulating SOLID WASTE generation, collection, transport, recycling, reuse, treatment, and disposal. A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.
- (xxxvii) "REVIEW DATE" occurs on each anniversary of the COMMENCEMENT DATE. On the REVIEW DATE the CONTRACT PRICE is reviewed and revised in line with the Consumer Price Index on the variable elements of the CONTRACT PRICE.
- (xxxviii) "SAFETY REGULATION" means any applicable safety law or regulation or any documented safety requirements notified to the CONTRACTOR by SLSWMA. In the event of any conflict between the aforesaid and the safety regulations of the CONTRACTOR or the specifications of an equipment manufacturer, the conflict shall be referred to SLSWMA for resolution although in the immediate instance the stricter standard shall apply.
- (xxxix) "SCHEDULE" means the SCHEDULE hereto prepared by the CONTRACTOR to achieve the expeditions and efficient performance of the SERVICES in accordance with the CONTRACT.
- (xl) "SERVICES" means all things to be created under the CONTRACT including all things to be done by the CONTRACTOR in accordance with the CONTRACT.
- (xli) "SLSWMA" means St Lucia Solid Waste Management Authority.
- (xlii) "SLSWMA STAFF" means all personnel specifically designated by SLSWMA's AUTHORISED OFFICER to be responsible for assuring proper delivery of SERVICES under this CONTRACT.
- (xliii) "SOLID WASTE" means all waste material generated by households, institutions, commercial and industrial premises discharged for collection; all litter and clandestine piles of such wastes; and includes street litter, street sweepings, drain cleanings, BULK WASTE, BUNDLED WASTE, dead animals and other waste materials, except HAZARDOUS WASTE. (For the purpose of this CONTRACT, the CONTRACTOR is not required to collect SOLID WASTE from commercial or industrial premises, or CONSTRUCTION or DEMOLITION DEBRIS from construction sites, or street litter, street sweepings, or drain clearings).

- (xliv) "SUBCONTRACT" means any CONTRACT between the CONTRACTOR and any party (other than SLSWMA or the CONTRACTOR'S employees) for the performance of any part of the SERVICES.
- (xliv) "SUBCONTRACTOR" means any party (other than the CONTRACTOR) to a SUBCONTRACT.
- (xlvi) "TERMINATION" means termination of the CONTRACT by SLSWMA under the circumstances specified within the CONTRACT.
- (xlvii) "VARIATION" means any alteration to the SERVICES.
- (xlviii) "WASTE BINS" means metal or plastic receptacles designed to store SOLID WASTE and to be lifted and emptied easily by one worker, with a volume not to exceed 120 litres and the total weight of the WASTE BIN and its contents not to exceed 30 kilograms.
- (xlix) "WASTE CONTAINERS" means receptacles designed to securely store SOLID WASTE away from scavenging animals and pests and to be lifted mechanically and emptied by gravity.
- (l) "WEEK" means 7 consecutive days starting on Monday and ending on the following Sunday.

## **2. INTERPRETATION OF THE CONTRACT**

- (1) The index and headings to the Clauses are inserted for convenience of reference only and are not part of these General Conditions and do not limit, alter or affect the meaning or operation of the CONTRACT.
- (2) All correspondence, documentation and discussion with respect to the CONTRACT and the SERVICES shall be in the English language.
- (3) All instructions, notifications, agreements, authorisations, approvals and acknowledgements shall be in writing, which may be by facsimile transfer. Any facsimile transfer shall be confirmed forthwith by despatch of the original correspondence in letter form.
- (4) No review, approval or acknowledgement by SLSWMA shall relieve the CONTRACTOR from any liability or obligation under the CONTRACT.
- (5) Words importing the singular only also include the plural and vice versa where the context so requires.

**3. AUTHORISED OFFICER**

- (1) The AUTHORISED OFFICER shall by notice provide the CONTRACTOR with all information, instructions and decisions of SLSWMA made under the provisions of the CONTRACT. All information, instructions and decisions from the AUTHORISED OFFICER shall be as if from SLSWMA and shall commit SLSWMA.
- (2) The AUTHORISED OFFICER may from time to time delegate any of his responsibilities to any nominated deputy and withdraw any such delegation. The terms of such delegation shall be the subject of prior notification to the CONTRACTOR. Information, instructions and decisions from any nominated deputy acting within the terms of his delegated authority shall be as if from the AUTHORISED OFFICER.
- (3) The AUTHORISED OFFICER and any person authorised by the AUTHORISED OFFICER shall have access at all reasonable times to the LOCATION (whether owned by the CONTRACTOR or any SUBCONTRACTOR) and the CONTRACTOR shall afford every facility for and every assistance in obtaining the right of access. The AUTHORISED OFFICER shall co-ordinate with the CONTRACTOR the access requirements to the LOCATION.
- (4) Only the AUTHORISED OFFICER or his nominated deputy is authorised to receive on behalf of SLSWMA, notifications, information and decisions of the CONTRACTOR under the provisions of the CONTRACT.
- (5) SLSWMA shall have the right to change the AUTHORISED OFFICER at any time at its sole discretion and shall notify the CONTRACTOR accordingly.
- (6) Instructions, information and decisions from anyone other than the AUTHORISED OFFICER or any nominated deputy acting within the terms of his delegated authority shall have no contractual force or validity even if they are written on SLSWMA notepaper.

**4. CONTRACTOR REPRESENTATIVE**

- (1) The CONTRACTOR REPRESENTATIVE shall have the right to commit the CONTRACTOR to any course of action within the rights of the CONTRACTOR under the provisions of the CONTRACT and shall notify SLSWMA of all information and decisions of the CONTRACTOR under the provisions of the CONTRACT. All information and decisions from the CONTRACTOR REPRESENTATIVE shall be as if from the CONTRACTOR and shall commit the CONTRACTOR.
- (2) The CONTRACTOR REPRESENTATIVE may from time to time delegate any of his responsibilities to any nominated deputy and withdraw any such delegation. The terms of any such delegation shall be the subject of prior agreement of SLSWMA. Information and decisions from any such nominated deputy acting within the terms of his delegated authority shall be as if from the CONTRACTOR REPRESENTATIVE.
- (3) Only the CONTRACTOR REPRESENTATIVE or his nominated deputy is authorised to receive, on behalf of the CONTRACTOR, notifications, information and decisions of

SLSWMA made under the provisions of the CONTRACT and notification to the CONTRACTOR REPRESENTATIVE shall be deemed to be notification to the CONTRACTOR.

- (4) While the SERVICES are being performed the CONTRACTOR REPRESENTATIVE or his nominated deputy shall be readily available to discharge his responsibilities in accordance with the CONTRACT.
- (5) The CONTRACTOR REPRESENTATIVE shall not be replaced except with the prior agreement of SLSWMA to the choice of a successor.

**5. THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ITSELF**

- (1) The CONTRACTOR agrees that the CONTRACTOR has visited the LOCATION before tendering and has satisfied itself as to the nature of the SERVICES, including but not limited to the supervision, SERVICES and all labour, MATERIALS and EQUIPMENT required for the performance of SERVICES, the correctness and sufficiency of the rates and prices stated in the CONTRACT PRICE. Any failure by the CONTRACTOR to take account of matters which affect the SERVICES shall not relieve the CONTRACTOR from its obligations under the CONTRACT, nor entitle it to claim against SLSWMA.

**6. THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM SLSWMA**

- (1) The CONTRACTOR shall notify SLSWMA as soon as possible of all things which in the opinion of the CONTRACTOR appear to be deficiencies, omissions, contradictions or ambiguities or conflicts with applicable law in the CONTRACT. The AUTHORISED OFFICER will review these items and issue the necessary instructions before the CONTRACTOR proceeds with any part of the SERVICES affected.
- (2) The CONTRACTOR shall notify SLSWMA immediately whenever accidents or incidents occur. The CONTRACTOR shall also notify SLSWMA of any other incidents arising out of the performance of the CONTRACT which might affect the interests or other operations of SLSWMA, or others.
- (3) The CONTRACTOR shall notify SLSWMA immediately of any impending or actual stoppages of SERVICES, industrial disputes or other matters affecting or likely to affect the performance of the CONTRACT or lead to a delay in the time schedule referred to in Clause 13 hereof.
- (4) The CONTRACTOR shall keep SLSWMA fully informed of the progress of the SERVICES.

## **7. CONTRACTOR'S OBLIGATIONS**

- (1) During the CONTRACT PERIOD the CONTRACTOR shall upon and subject to the terms of the CONTRACT with due care and diligence provide the SERVICES in a proper, skilful and workmanlike manner, to the CONTRACT STANDARD, in accordance with the written instructions and to the entire satisfaction of the AUTHORISED OFFICER.
- (2) Should the CONTRACTOR require any further instruction or information in connection with the performance of the SERVICES, the CONTRACTOR shall make a written application for the same to the AUTHORISED OFFICER in which the requirement is stated in adequate detail. Such application shall be made on a date which, having regard to the date upon which the CONTRACTOR reasonably needs the same for or in connection with the performance of the SERVICES, is neither too far away from nor too close to that date having regard to all the circumstances including the time likely to be required by the AUTHORISED OFFICER.
- (3) The CONTRACTOR shall at all times during the CONTRACT PERIOD allow the AUTHORISED OFFICER and such persons as may from time to time be nominated by the AUTHORISED OFFICER access to:
  - (a) All locations for the purpose of inspecting work being performed pursuant to the provision of the SERVICES.
  - (b) All locations for the purpose of inspecting records and documents in the possession of the CONTRACTOR in connection with the provision of the SERVICES.
  - (c) Materials, stores, and spare parts in order to ensure that such items comply with manufacturers' specifications and have been obtained from such suppliers as are specified in the Specification.
  - (d) Any employee or agent or SUBCONTRACTOR of the CONTRACTOR for the purpose of interviewing him/her/them in connection with the carrying out of all or any part of the SERVICES.
  - (e) EQUIPMENT used or proposed to be used in connection with the performance of the SERVICES for the purpose of ensuring that such EQUIPMENT meets the requirements of the Specification and relevant statutory requirements.
- (4) In the event of the CONTRACTOR being unable to perform the SERVICES or any part thereof, the CONTRACTOR shall immediately inform the AUTHORISED OFFICER giving details of the circumstances, reasons and likely duration and action taken to rectify the situation. Nothing in this condition shall in any way alter, modify, relieve or in any way vary the CONTRACTOR's obligation to provide the SERVICES.

- (5) If the CONTRACTOR fails to provide the SERVICES or any part thereof with due diligence or in a proper, skilful and workmanlike manner, or to the CONTRACT STANDARD and to the entire satisfaction of the AUTHORISED OFFICER, the SLSWMA may itself provide or may employ and pay other persons to provide the SERVICES or any part thereof and all costs incurred thereby may be deducted from any sums due or to become due to the CONTRACTOR under the CONTRACT, and shall be recoverable from the CONTRACTOR by the SLSWMA as a debt.
- (6) The CONTRACTOR shall provide to the AUTHORISED OFFICER a copy of each year's audited accounts within six months of the relevant accounting reference date. In the event that the CONTRACTOR fails to provide accounts in accordance with this condition then, without prejudice to any other rights or remedies available to the SLSWMA, the AUTHORISED OFFICER or such persons as may from time to time be nominated by the AUTHORISED OFFICER shall be given access to all and any accounting documents and information in the possession, custody or control of the CONTRACTOR which are relevant to the CONTRACT.
- (7) Upon arrival at the waste disposal site the CONTRACTOR will comply with all instructions given by the site staff. No SOLID WASTE shall be dumped into drains, roadways, sewers, open lands, quarries, rivers, channels, swamps or other locations not officially designated.

## **8. SUBCONTRACTS**

- (1) The CONTRACTOR shall ensure that the rights of SLSWMA and the requirements in the CONTRACT regarding SUBCONTRACTORS are effectively provided for in any SUBCONTRACT.
- (2) The CONTRACTOR shall not SUBCONTRACT the whole or the majority of the SERVICES but where a SUBCONTRACT is provided for in the CONTRACT or where the CONTRACTOR wishes to enter into a SUBCONTRACT, then before the CONTRACTOR enters into any SUBCONTRACT, SLSWMA shall be given an adequate opportunity to review the form of the SUBCONTRACT, the choice of the SUBCONTRACTOR, the part of the SERVICES which shall be covered under the SUBCONTRACT, and any other details SLSWMA shall request or specify. The CONTRACTOR shall not enter into the proposed SUBCONTRACT until SLSWMA has given its written consent to the proposed SUBCONTRACT.
- (3) No SUBCONTRACT shall bind or purport to bind SLSWMA and each SUBCONTRACT shall provide for its immediate termination in the event of termination of the CONTRACT or suspension in the event of suspension of the SERVICES. Each SUBCONTRACT shall provide that it shall be assigned to SLSWMA or its nominee if SLSWMA gives written notice to the SUBCONTRACTOR that it requires such an assignment if SLSWMA terminates the CONTRACT. Unless such an assignment takes place the SUBCONTRACTOR shall only be responsible to the CONTRACTOR, who shall in turn be responsible to SLSWMA.



- (4) The CONTRACTOR shall be responsible for all work, acts, defaults and breaches of duty of any SUBCONTRACTOR or its employees or agents as fully as if they were the work, acts, defaults or breaches of duty of the CONTRACTOR.
- (5) Where applicable the CONTRACTOR shall ensure that appropriate St Lucian organisations and suppliers are given full and fair opportunity to tender for the supply of goods and SERVICES.
- (6) The CONTRACTOR agrees that it shall furnish to SLSWMA, if requested, satisfactory evidence that all SUBCONTRACTORS (including suppliers to the CONTRACTOR) have been paid on time and in full for work done or goods supplied in connection with the performance of the SERVICES.
- (7) If such satisfactory evidence is not supplied then SLSWMA shall not be bound to make any further payment to the CONTRACTOR for that part of the SERVICES until it is supplied.
- (8) Furthermore SLSWMA may by the issue of a VARIATION reduce the CONTRACT PRICE by the amount not paid to such SUBCONTRACTORS, and may then make such payment directly to such SUBCONTRACTORS. Such direct payment to SUBCONTRACTORS shall be deemed to be payment under the CONTRACT and the CONTRACTOR shall have no further entitlement to such amount.

## **9. PERSONNEL OF THE CONTRACTOR AND SUBCONTRACTORS**

- (1) The CONTRACTOR warrants that it has and will throughout the CONTRACT have the experience and capability including sufficient and competent supervisors and other personnel to efficiently and expeditiously perform the SERVICES. If in the opinion of the AUTHORISED OFFICER there is any inadequacy in the number or competence of persons engaged in performing the SERVICES, then the CONTRACTOR shall on request, at no extra cost to SLSWMA provide additional or alternative competent persons.
- (2) The CONTRACTOR shall ensure that all CONTRACTOR STAFF employed under the CONTRACT are at all times properly and sufficiently qualified, trained, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the SERVICES and in particular:
  - (a) The task or tasks such person has to perform;
  - (b) All relevant provisions of the CONTRACT;
  - (c) All relevant policies, rules, procedures and standards of the SLSWMA;
  - (d) All relevant rules, procedures and statutory requirements concerning health and safety at work;

- (e) Fire risks and fire precautions;
  - (f) The need to maintain the highest standards of hygiene, courtesy and consideration; and
  - (g) The need to recognise situations which may involve any actual or potential danger of personal injury to any person at any LOCATION and, where possible, without personal risk, to make safe such situations, and forthwith to report such situations to the AUTHORISED OFFICER and where the LOCATION belongs to the SLSWMA to the member of the SLSWMA's staff with responsibility for the LOCATION.
- (3) All monies or other items of value found by the CONTRACTOR's employees at any LOCATION other than the premises of the CONTRACTOR, shall be handed to the AUTHORISED OFFICER or his/her representative as soon as possible and a written receipt obtained thereof.
  - (4) The CONTRACTOR shall immediately inform all relevant trade unions representing the CONTRACTOR's workforce of the award of the CONTRACT and COMMENCEMENT DATE and shall confirm compliance with this condition in writing to the AUTHORISED OFFICER.
  - (5) All supervisory personnel of the CONTRACTOR and any SUBCONTRACTOR shall be able to read, write and communicate fluently in English and shall be able to directly communicate fluently in the language of the personnel they are supervising.
  - (6) The CONTRACTOR shall make its own arrangements for the engagement of personnel, local or otherwise, and save in so far as the CONTRACT otherwise provides, for their transport, housing, maintenance, payment, board and lodging.
  - (7) The CONTRACTOR shall at its own cost forthwith replace any of its employees or agents or any SUBCONTRACTOR or procure the replacement of any person employed by any SUBCONTRACTOR whom SLSWMA, in its sole discretion, considers to be incompetent, to have acted in a manner prejudicial to SLSWMA's best interests, to have failed to comply with SLSWMA's safety or other rules or regulations, to have produced sub-standard work or whom SLSWMA, in its sole discretion, wishes to be replaced for any other good reason. SLSWMA shall not exercise this right frivolously or vexatiously.
  - (8) The CONTRACTOR shall ensure that all employees of the CONTRACTOR and any SUBCONTRACTOR engaged on the CONTRACT comply with all relevant immigration laws and where required are in possession of a valid work permit and appropriate vaccination certificates for the duration of the CONTRACT. Details of such work permits are, if SLSWMA so requests, to be submitted to SLSWMA prior to the person being engaged in the SERVICES.

- (9) The CONTRACTOR agrees that it shall furnish to SLSWMA, if requested, satisfactory evidence that the CONTRACTOR'S personnel who are engaged in the SERVICES have been paid on time and in full for their wages and for any other payments required by law to be paid to them. Unless the CONTRACTOR provides such satisfactory evidence, SLSWMA may make such payments directly to such personnel or to any organisations on their behalf. Any such payments made by SLSWMA shall be deemed to be payments to the CONTRACTOR under the CONTRACT and the CONTRACTOR shall have no further entitlement to any amounts so paid.

#### **10. CONTROL AND SUPERVISION OF CONTRACTOR'S EMPLOYEES**

- (1) The CONTRACTOR shall provide and maintain an office and shall notify SLSWMA of its location. The CONTRACTOR's office shall be staffed by the CONTRACTOR with competent and responsible persons and shall be open during regular working days between 8:00 a.m. and 4:30 p.m. One telephone/fax line shall be provided by the CONTRACTOR to be used primarily for communication between the CONTRACTOR and SLSWMA.
- (2) The CONTRACTOR shall appoint a CONTRACTOR REPRESENTATIVE to act on behalf of the CONTRACTOR for all purposes connected with the CONTRACT. Any notice, information, instruction or other communication given or made to the CONTRACTOR REPRESENTATIVE shall be deemed to have been given or made to the CONTRACTOR.
- (3) The CONTRACTOR shall forthwith give notice in writing to the AUTHORISED OFFICER of the identity, home address and telephone numbers of the person appointed as CONTRACTOR REPRESENTATIVE and of any subsequent appointment.
- (4) The CONTRACTOR shall forthwith give notice in writing to the AUTHORISED OFFICER of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the CONTRACTOR REPRESENTATIVE and when such deputy ceases to be so authorised.
- (5) The CONTRACTOR shall ensure that the CONTRACTOR REPRESENTATIVE, or a competent deputy, duly authorised by the CONTRACTOR to act on its behalf, is present at each location and available to meet the AUTHORISED OFFICER or the AUTHORISED OFFICER's representative at all reasonable times during which the SERVICES is provided.
- (6) The CONTRACTOR REPRESENTATIVE shall inform the AUTHORISED OFFICER promptly of and confirm, in writing, any instances of activity or omission on the part of the SLSWMA which prevent or hinder, or which may prevent or hinder the CONTRACTOR from complying with the Contract. The provision of information under this Condition shall not in any way release or excuse the CONTRACTOR from any of its obligations under the CONTRACT.

- (7) The CONTRACTOR shall provide a sufficient number of supervisors to ensure that the CONTRACTOR STAFF engaged in and about the provision of the SERVICES are at all times adequately supervised and properly perform their duties to the CONTRACT STANDARD.
- (8) The CONTRACTOR shall ensure that its employees perform their duties in an orderly and as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.
- (9) The Contractor shall ensure that when requested to do so any employee of the CONTRACTOR shall disclose his/her identify and status as an employee of the CONTRACTOR and shall not avoid so doing.
- (10) The CONTRACTOR shall require its employees at all times while engaged in the provision of the SERVICES to be properly and presentably dressed in appropriate uniforms or workwear, including personal protective equipment such as, but not limited to, overalls, protective footwear and gloves to the satisfaction of the SLSWMA. Such uniforms and personal protective equipment to be worn by the CONTRACTOR's employees shall be provided, maintained and replaced as necessary by the CONTRACTOR.

#### **11. STAFF AND OPERATIONAL RECORDS**

- (1) The CONTRACTOR shall maintain current, accurate and adequate records of all employees who are or who are to be engaged in connection with the provision of the SERVICES. These records shall be kept at the appropriate location and shall include employee attendances and shall differentiate between those engaged as operatives and those exercising supervision. These records shall be open for inspection by the AUTHORISED OFFICER or his/her representative at all reasonable times, and a copy of these records shall be provided to the AUTHORISED OFFICER or the AUTHORISED OFFICER's representative if so requested.
- (2) The CONTRACTOR shall prepare a SCHEDULE of routine operations for each LOCATION which shall be available for reference by the AUTHORISED OFFICER or his/her representative and for the CONTRACTOR's employees. The CONTRACTOR shall provide a copy of the SCHEDULE to the AUTHORISED OFFICER or his/her representative.
- (3) The CONTRACTOR shall maintain current and accurate records of all work carried out in the provision of the SERVICES. These records shall be open for inspection by the AUTHORISED OFFICER or his/her representative at all reasonable times.
- (4) The CONTRACTOR shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions, or levies of any kind, related to or arising out of the employment of any person by the CONTRACTOR and shall fully and promptly indemnify SLSWMA in respect of any liability of SLSWMA thereof.

**12. COMPLAINTS IN RESPECT OF SERVICE**

- (1) The CONTRACTOR shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner, and in accordance with the CONTRACT. The CONTRACTOR shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the AUTHORISED OFFICER at all reasonable times. The CONTRACTOR shall notify the AUTHORISED OFFICER forthwith in writing within 24 hours of all complaints received and of all steps taken in response thereto.

**13. SCHEDULE**

- (1) The CONTRACTOR shall be responsible at all times for scheduling, progress reporting, forecasting and independently controlling progress to achieve the expeditious and efficient performance of the SERVICES in accordance with the CONTRACT.

**14. GRATUITIES**

- (1) The CONTRACTOR shall not, whether itself, or by any person employed by it to provide the SERVICES, solicit or accept any gratuity, tip or any form of money or reward, collection, or charge for any part of the SERVICE other than charges properly approved by the SLSWMA in accordance with the provisions of the CONTRACT.

**15. EQUIPMENT**

- (1) The CONTRACTOR shall provide all EQUIPMENT necessary for the provision of the SERVICE.
- (2) The CONTRACTOR shall be responsible for the security of all EQUIPMENT used by the CONTRACTOR in connection with the provision of the SERVICE and SLSWMA shall be under no liability in respect thereof.

## **16. FORCE MAJEURE**

- (1) Neither party shall be liable for any failure to perform any obligation under the CONTRACT to the extent to which performance is prevented, hindered or delayed by a force majeure occurrence. A force majeure occurrence shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the said party is unable to prevent or provide against, including without limiting the generality of the foregoing, war (declared or undeclared), insurrection, acts of terrorism, maritime disasters, boycotts or strikes other than strikes limited to the workforce of, or provided by, the CONTRACTOR and/or SUBCONTRACTORS.

A FORCE MAJEURE occurrence shall not include the following:-

- (a) breakdown of any item of EQUIPMENT used by the CONTRACTOR or any SUBCONTRACTOR;
  - (b) contractual commitment made by the CONTRACTOR or any SUBCONTRACTOR to third parties which limits the ability of the CONTRACTOR or any SUBCONTRACTOR to perform the SERVICES;
  - (c) inclement weather.
  - (d) inability to hire or utilise staff or personnel due to difficulties in obtaining or withdrawal of governmental quotas, licences or permits.
- (2) Should either party be delayed in performing the CONTRACT by a FORCE MAJEURE occurrence, that party shall notify the other party immediately giving the full particulars thereof, shall use its best efforts to remedy the situation immediately and shall notify the other party of the steps being taken to remedy the situation.
  - (3) Should the CONTRACTOR be delayed in the performance of the SERVICES by an occurrence which the CONTRACTOR considers is a FORCE MAJEURE occurrence and the CONTRACTOR is unable to avoid or prevent such delay by any reasonable effort, within 7 (seven) days of such occurrence the CONTRACTOR shall request in writing that SLSWMA initiate the procedure for a VARIATION. If SLSWMA agrees that the occurrence is a FORCE MAJEURE occurrence, then, as soon as practicable SLSWMA shall authorise a VARIATION. Such VARIATION shall also reimburse the CONTRACTOR for such extra costs as the CONTRACTOR unavoidably incurs by reason of such FORCE MAJEURE occurrence to the extent that the CONTRACTOR cannot reduce or mitigate them by exercising best endeavours to do so.

## **17. RESPONSIBILITY FOR THE SERVICES**

- (1) The CONTRACTOR shall perform the SERVICES in accordance with the CONTRACT and with all proper skill and care and shall ensure that the SERVICES and facilities, MATERIALS and EQUIPMENT used to produce or incorporated into the SERVICES shall be fit for their intended purpose and of good quality and workmanship.
- (2) In the event of any breach of Clauses 17(1) herein the CONTRACTOR shall be responsible at it's cost for the correction of any defective SERVICES.

- (3) In the event of a breach of Clause 17(1) herein then SLSWMA shall notify the CONTRACTOR of the breach. Upon receipt of such notification from SLSWMA the CONTRACTOR shall immediately carry out the CONTRACTOR'S responsibilities. Alternatively SLSWMA may undertake at its option any of the CONTRACTOR'S responsibilities under this Clause 17 in which case SLSWMA shall notify the CONTRACTOR of its intention and shall be entitled to recover from the CONTRACTOR all costs incurred by SLSWMA in carrying out such responsibilities.

## **18 TERMINATION**

- (1) If the CONTRACTOR shall have offered, or given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forbore to do any action in relation to the obtaining of the CONTRACT, or any other CONTRACT with SLSWMA, or for showing or forbearing to show favour, or disfavour, to any person in relation to the CONTRACT, or any other CONTRACT with SLSWMA, or if the like acts shall have been done by any person employed by the CONTRACTOR, or acting on the CONTRACTOR'S behalf (whether with or without the knowledge of the CONTRACTOR), or if in relation to the CONTRACT, or any other CONTRACT with SLSWMA, the CONTRACTOR or any person, employed by the CONTRACTOR, or acting on the CONTRACTOR'S behalf, shall have committed any offence under the relevant laws dealing with bribery and corrupt practices or shall have given any fee or reward to any member or officer of SLSWMA, which shall have been exacted or accepted by such member or officer by virtue of office or employment and is otherwise than such member or officer's proper remuneration, SLSWMA shall be entitled to TERMINATE the CONTRACT and to recover from the CONTRACTOR the amount of any loss resulting from such TERMINATION.
- (2) If the CONTRACTOR:
- (a) Commits a breach of any of its obligations under the CONTRACT;
  - (b) Becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal in respect of his company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Companies Act and any subsequent amendments or replacements thereof;
  - (c) Has an application made to the Court, under the insolvency legislation for the appointment of an administrative receiver;
  - (d) Has a winding-up order made, or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
  - (e) Has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
  - (f) Has an administrative receiver, as defined in the insolvency legislation appointed;

- (g) Has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;
- (h) Is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the court to make a winding-up order;

Then in any such circumstances SLSWMA may, but not unreasonably or vexatiously, without prejudice to any accrued rights or remedies under the CONTRACT, terminate the CONTRACTOR's employment under the CONTRACT by notice in writing having immediate effect.

- (3) If the CONTRACTOR's employment is terminated and is not reinstated, SLSWMA shall:
  - (a) Cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the CONTRACTOR's employment shall have been calculated and provided such calculation shows a sum or sums due to the CONTRACTOR;
  - (b) Be entitled to exercise a LIEN over any of the EQUIPMENT belonging to the CONTRACTOR for any sum due hereunder or otherwise from the CONTRACTOR to SLSWMA;
  - (c) Be entitled to employ and pay other persons to provide and complete the provision of the SERVICES or any part thereof and to use all such CONTRACTOR's materials, clothing, equipment, vehicles or other goods for the purposes thereof;
  - (d) Be entitled to deduct from any sum or sums which would have been due from SLSWMA to the CONTRACTOR under this CONTRACT or any other CONTRACT or be entitled to recover the same from the CONTRACTOR as a debt, any loss or damage to SLSWMA resulting from or arising out of the termination of the CONTRACTOR's employment. Such loss or damage shall include the reasonable cost to SLSWMA of the time spent by its officers in terminating the CONTRACTOR's employment and in making alternative arrangements for the provision of the SERVICES or any part thereof;
- (4) When the total cost, loss and/or damage resulting from or arising out of the termination of the CONTRACTOR's employment have been calculated and deducted so far as practicable from any sum or sums which would have been due to the CONTRACTOR in respect of SERVICES performed up to the time of TERMINATION of the CONTRACT, any balance shown as due to SLSWMA shall be recoverable as a debt, or alternatively, SLSWMA, shall pay to the CONTRACTOR any balance shown as due to the CONTRACTOR.



## **19 RECOVERY OF SUMS DUE TO SLSWMA**

- (1) Whenever under the CONTRACT any sum of money shall be recoverable from or payable by the CONTRACTOR to SLSWMA the same may be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR under this CONTRACT or any other CONTRACT with SLSWMA.

## **20 DEFAULTS IN PERFORMANCE OF SERVICE**

- (1) At any time after the commencement date of the CONTRACT the AUTHORISED OFFICER may investigate each case where the CONTRACTOR has failed to properly perform the SERVICES in accordance with the provisions of the CONTRACT. Where the AUTHORISED OFFICER is satisfied that in any particular case the CONTRACTOR has failed to perform the SERVICES completely in accordance with the provisions of the CONTRACT he shall be entitled to issue to the CONTRACTOR a notice instructing the CONTRACTOR to remedy the failure within a reasonable period of time (RECTIFICATION NOTICE). In addition, where the SERVICE which has not been performed in accordance with the provisions of the CONTRACT is, in the opinion of the AUTHORISED OFFICER, of such a type or provided at such a frequency that the issuing of a RECTIFICATION NOTICE would be inappropriate and/or of no effect the AUTHORISED OFFICER shall be entitled to issue a DEFAULT NOTICE.
- (2) If the CONTRACTOR FAILS to remedy the SERVICES deficiency which is the subject of a RECTIFICATION NOTICE the AUTHORISED OFFICER shall be entitled to issue a DEFAULT NOTICE. Further failure on the part of the CONTRACTOR to remedy the SERVICE deficiency may result in the issuing of supplementary DEFAULT NOTICES. Each DEFAULT AND SUPPLEMENTARY DEFAULT NOTICE will require the CONTRACTOR to remedy the SERVICE deficiency within a set or defined period.
- (3) Without prejudice to the generality of the foregoing, the following matters shall be included in the types of SERVICES deficiencies for which notices may be issued.
  - (a) Failure to properly collect, in compliance with the SCHEDULE, any SOLID WASTE within the LOCATION
  - (b) Failure to clear spillages
  - (c) Failure to clear backlogs of waste
  - (d) Unsafe Working Practices
  - (e) Misuse of Vehicles and Equipment
  - (f) Overloading of Vehicles
  - (g) Failure to make returns and reports
- (4) The time periods during which the CONTRACTOR is to remedy deficiencies shall be reasonable having regard to, inter alia, the nature and frequency of the SERVICES. Each time period shall commence when the CONTRACTOR is initially notified and shall require the CONTRACTOR to effect the following in respect of any deficiency involving or associated with the collection of SOLID WASTE:

- (a) In respect of each Notification made to the CONTRACTOR by 1.00 p.m. on any working day, the CONTRACTOR is to remedy each deficiency by 6.00 p.m. ON THE SAME DAY.
  - (b) In respect of each notification made to the CONTRACTOR after 1.00 p.m. on any working day, the CONTRACTOR is to remedy each deficiency by 1.00 p.m. on the following working day.
- (5) Each NOTICE may refer to one or more than one elemental SERVICE deficiency, each of which shall be rectified by the CONTRACTOR.
  - (6) All NOTICES shall be recorded and used by the AUTHORISED OFFICER in determining the CONTRACTOR's overall SERVICES performance and shall also be used in determining FINANCIAL PENALTIES and whether SLSWMA may TERMINATE the CONTRACT.
  - (7) During the four (4) weeks immediately following the COMMENCEMENT DATE no DEFAULT POINTS shall be recorded in respect of RECTIFICATION NOTICES. However, DEFAULT POINTS may be recorded in respect of DEFAULT NOTICES and SUPPLEMENTARY DEFAULT NOTICES and the FINANCIAL PENALTIES Provisions above shall apply at all times after the COMMENCEMENT DATE.

## **21 FINANCIAL PENALTIES**

- (1) For the purposes of assessing whether FINANCIAL PENALTIES are recoverable by SLSWMA from the CONTRACTOR the following method shall be used:

EACH NOTICE issued shall correspond to the following DEFAULT POINTS:

RECTIFICATION NOTICE	:	- 1 point
DEFAULT NOTICE	:	- 2 points
SUPPLEMENTARY DEFAULT NOTICE	:	- 3 points

- (2) In the event of incidents of the CONTRACTOR'S failure to properly perform the SERVICES the CONTRACTOR shall be liable to SLSWMA for the costs incurred thereby to be calculated as set out below:

<b>Default Points in any Month</b>	<b>Deduction from Monthly Instalment</b>
0 - 20	Nil
21 - 40	0.25%
41 - 60	0.5%
61 - 80	1.0%
81 - 100	1.5%

## **22 TERMINATION DUE TO DEFAULTS IN PERFORMANCE**

- (1) In addition to any deductions which may be made under condition 21 above SLSWMA may terminate the CONTRACT if more than 100 DEFAULT POINTS are recorded against the CONTRACTOR in any four - week period. For the purpose of this condition a week shall be any 7 consecutive days. These termination provisions shall not apply during the 4 weeks immediately following the COMMENCEMENT DATE.

## **23. CONTRACT PAYMENT**

- (1) For the performance of the SERVICES, SLSWMA shall pay the CONTRACT PRICE to the CONTRACTOR, at the times and in the manner specified in Clause 26 hereof.
- (2) All things required to be supplied or performed by the CONTRACTOR under the CONTRACT shall be at the CONTRACTOR'S cost and deemed to be included in the CONTRACT PRICE.

## **24. FLUCTUATIONS**

- (1) The CONTRACT PRICE shall be reviewed on each anniversary of the COMMENCEMENT DATE (the REVIEW DATE) and shall be increased or reduced by a percentage equivalent to the percentage increase or reduction (if any) shown by the Consumer Price Index since the COMMENCEMENT DATE and such increase or reduction shall take effect in respect of the twelve-month period commencing on the relevant REVIEW DATE.

## **25. TAXES**

- (1) The CONTRACTOR shall in respect of this CONTRACT assume full and exclusive liability for payment of all taxes, duties, levies, charges and contributions of any nature whatsoever that are from time to time imposed by either:-
  - (a) the Government St Lucia; or
  - (b) any other fiscal or other authority whatsoever, in respect of:-
    - (i) employees or agents of the CONTRACTOR and its SUBCONTRACTORS (whether or not such taxes, duties, levies, charges and contributions are measured by wages, salaries and/or other remuneration); and
    - (ii) the gains of the CONTRACTOR and its SUBCONTRACTORS arising directly or indirectly out of the performance of the SERVICES.
- (2) The CONTRACTOR shall, and shall cause its SUBCONTRACTORS to report and pay all such taxes, duties, levies, charges and contributions directly to the appropriate authorities and otherwise comply with any applicable laws and regulations.
- (3) SLSWMA shall deduct Withholding Tax from all payments due to the CONTRACTOR under this CONTRACT.
- (4) The CONTRACTOR hereby covenants and undertakes to defend, indemnify and hold harmless SLSWMA from any and all claims, suits, costs, liabilities, judgements, fines, penalties, demands, loss or damage including any and all expenses, disbursements, costs, legal fees, sums and amounts which SLSWMA suffers, incurs or is put to resulting from, or in any way connected with, any assessment or imposition, for which the CONTRACTOR is liable.

## **26. TERMS OF PAYMENT**

- (1) Invoices submitted by the CONTRACTOR shall be in EC dollars for the amounts as set out in the CONTRACT PRICE.
- (2) The CONTRACTOR shall submit invoices for each calendar month of operation.
- (3) Invoices shall be submitted by the CONTRACTOR within one working week from the completion of the month.
- (4) Each invoice shall include the CONTRACT title.
- (5) Only original invoices will be accepted for payment. If the original invoice is lost in transit or mislaid, a certified true copy of such invoice signed by the CONTRACTOR REPRESENTATIVE shall be submitted.

- (6) Eraser or white ink shall not be used for alteration, and invoices amended in this way shall be rejected.
- (7) If SLSWMA finds the invoice so submitted to be correctly prepared, adequately supported and in conformity with the requirements of the CONTRACT, then SLSWMA shall within 30 (thirty) days of receipt of the invoice in question remit the invoiced amount into the bank account nominated by the CONTRACTOR.
- (8) In the event of SLSWMA disputing any item of any invoice submitted by the CONTRACTOR, SLSWMA shall within 30 (thirty) days notify to the CONTRACTOR the item in dispute and shall specify its reasons for dispute. Payment in respect of such item in dispute, which may include wages, PAYE, NIS, NHIS, insurance or SUBCONTRACTOR payments, shall be withheld until settlement of the dispute but all undisputed items of such invoice shall be paid in accordance with Clause 26(7) herein.
- (9) From any sum due to the CONTRACTOR under the CONTRACT, SLSWMA may deduct the amount of any sum which it in good faith regards as being owed by the CONTRACTOR to SLSWMA under the CONTRACT or otherwise.
- (10) Insofar as the CONTRACT or any part thereof is cost reimbursable the CONTRACT PRICE shall constitute the only income of the CONTRACTOR in connection with the CONTRACT which inter alia implies that it shall not accept any trade commission, discount allowance or indirect payment or other consideration in connection with the CONTRACT, without notifying and accounting for same to SLSWMA.

## **27. AUDIT RIGHTS OF SLSWMA**

- (1) SLSWMA or its duly authorised representative shall at any time during the execution of the SERVICES under this CONTRACT, have the right to carry out audits of all the records and related documents, procedures and controls of the CONTRACTOR insofar as they relate to this CONTRACT.
- (2) The CONTRACTOR shall maintain or cause to have maintained its books and records, insofar as they relate to this CONTRACT, in accordance with generally accepted practices. SLSWMA or its authorised representative shall have the right to reproduce any of the aforementioned records and documents.
- (3) The CONTRACTOR shall ensure that the provisions of Clauses 27(1) and 27(2) herein are included in any SUBCONTRACT thereby providing SLSWMA with the same rights to carry out audits of any SUBCONTRACTOR as it has in respect of this CONTRACT.

**28. LIENS**

- (1) The CONTRACTOR agrees that it shall not, and that it will cause any SUBCONTRACTOR not to, claim any LIEN, attachment or charge on the SERVICES or any property of SLSWMA in the possession of the CONTRACTOR or any SUBCONTRACTOR or at any LOCATION.
- (2) The CONTRACTOR shall indemnify SLSWMA against all costs and expenses of any nature whatsoever that it suffers, incurs or is put to by virtue of a breach of Clause 28(1) herein.

**29. OWNERSHIP**

- (1) Risk in and the care and custody of any or all part of the SERVICES and all EQUIPMENT shall remain with the CONTRACTOR throughout the duration of the CONTRACT.

**30. LIMITATION OF LIABILITY OF THE CONTRACTOR AND SLSWMA**

- (1) SLSWMA on the one hand and the CONTRACTOR and its SUBCONTRACTORS on the other hand shall in no event be liable one to the other for, and hereby give an indemnity one to the other against, indirect losses (including consequential losses), and loss of revenue, profit or anticipated profit arising out of or in connection with this CONTRACT except to the extent of any agreed liquidated damages provided for in the CONTRACT and except for any monies due in accordance with any Clause that may be included in the CONDITIONS OF CONTRACT.
- (2) The CONTRACTOR shall include provisions in all SUBCONTRACTS to ensure that all SUBCONTRACTORS comply with the provisions of Clause 30(1) herein.

**31. RESPONSIBILITIES AND INDEMNITIES**

- (1) The CONTRACTOR shall be liable for and hereby indemnifies SLSWMA and any and all of its respective employees and agents against all claims in respect of all injuries to, including fatal injuries or disease to, all employees and agents of the CONTRACTOR and any of its SUBCONTRACTORS and any of their employees and agents and for all loss of and any damage to any and all property of the CONTRACTOR and any of its SUBCONTRACTORS and its and their respective employees and agents arising out of or in connection with this CONTRACT. This liability shall apply in full even though the cause of the injuries (including death), loss or damage was the negligence of SLSWMA or of any its respective employees and the CONTRACTOR shall not seek contribution from such person or persons for such reason.

- (2) Without prejudice to Clause 31(1) above SLSWMA shall be liable for and hereby indemnifies the CONTRACTOR, its SUBCONTRACTORS and any and all of their respective employees and agents against all claims in respect of all injuries to, including fatal injury or disease to all employees and agents of SLSWMA and for all loss of and any damage to any and all of the property of SLSWMA and of its respective employees and agents arising out of or in connection with this CONTRACT. This liability shall apply in full even though the cause of the injuries (including death), loss or damage was the negligence of the CONTRACTOR, its SUBCONTRACTORS or any of their respective employees and SLSWMA shall not seek contribution from such person or persons for such reason.
- (3) The CONTRACTOR shall indemnify and hold harmless SLSWMA, and all of their respective employees and agents against all claims, demands, loss, costs (including costs as between attorney or solicitor and own client), damages, liabilities and expenses which they or any of them suffer, incur or are put to resulting from:-
  - (a) personal injury, including fatal injury and disease to and/or
  - (b) loss of or damage to property of third parties arising out of or in connection with the performance of the CONTRACT.
- (4) In entering into the agreement contained in Clause 30 hereof and in this Clause 31 and only for that purpose each party contracts both on its own behalf and as agent on behalf of its employees and agents, its SUBCONTRACTORS, and its SUBCONTRACTORS' employees and agents and also as trustee for the benefit of such persons. For the purposes of this Clause 31, SLSWMA's other CONTRACTORS shall not be regarded as agents of SLSWMA.
- (5) In construing the foregoing provisions of this Clause 31, the parties agree that the reasonableness of any provision should not be considered in isolation but rather that all the foregoing provisions should be construed together and in conjunction with the insurance provisions of this CONTRACT in the light of the parties' desire to obtain a clear cut delineation of risks to each party.
- (6) If the CONTRACTOR or any SUBCONTRACTOR does any SERVICES pursuant to the provisions of Clause 17 headed RESPONSIBILITY FOR THE SERVICES then the liabilities and indemnities provided for in this Clause 31 shall, from the commencement of the SERVICES just referred to, revive and shall remain in force until the departure of the CONTRACTOR and all SUBCONTRACTORS engaged thereon and the removal of all their goods and effects is complete, the reference in the said sub-clauses of this Clause 31 to the SERVICES being, for the purposes of this sub-clause, taken to be references to SERVICES pursuant to the provisions of Clause 17.

## 32. INSURANCE

- (1) Without limitation of its obligations and responsibilities, the CONTRACTOR shall maintain for the duration of the CONTRACT the following insurances in the joint names of the CONTRACTOR and SLSWMA with a cross liability provision, a waiver of insurers subrogation right and with insurers acceptable to SLSWMA:
  - (a) Employers Liability Insurance/Workmen's Compensation Insurance with a limit of not less than EC\$2 Million for any one accident arising out of one occurrence, unlimited in the aggregate.
  - (b) General Third Party Liability Insurance with a limit of EC\$2 Million covering personal injury (including death) and property damage to third party. Coverage to include liability for pollution and contamination.

In addition, the CONTRACTOR shall maintain for the duration of the CONTRACT adequate vehicle insurance for owned, non-owned or hired motor vehicles, covering liabilities arising from the use and/or operation of the vehicles including liability contractually assumed to third parties under this CONTRACT, liability to passengers and liability for damage due to collision.

The CONTRACTOR shall ensure that its SUBCONTRACTORS maintain such insurances where applicable as referred to above.

- (2) Approval by SLSWMA of any insurer or terms of insurance proposed by the CONTRACTOR shall not relieve the CONTRACTOR of any obligation or liability under or arising from the CONTRACT or generally at law.
- (3) The insurance policies the CONTRACTOR is required to have and those additional policies which the CONTRACTOR feels desirable to have in connection with the SERVICES shall, as far as applicable, name SLSWMA co-insured, and shall contain a waiver of insurers' subrogation rights against SLSWMA, and their respective employees.
- (4) SLSWMA shall have the right to inspect all policies of insurances provided for in the CONTRACT and the receipts for the current premiums.
- (5) The CONTRACTOR'S liability under the CONTRACT will not be restricted, limited or altered by any stipulation or arrangements in the CONTRACT with regard to insurance policies. The deductibles applying under the insurances arranged by the CONTRACTOR or its SUBCONTRACTORS shall be for the account of the CONTRACTOR or such SUBCONTRACTORS.



- (6) Should the CONTRACTOR fail to procure or maintain any of the aforesaid insurance for which it is responsible or by any act or omission invalidate any of the aforesaid insurances whoever is responsible for them, the CONTRACTOR shall indemnify SLSWMA and the other beneficiaries of said insurance to the extent they or any of them suffers loss or damage liability or expense in consequence of such failure, act or omission.
- (7) If the CONTRACTOR fails to effect or keep in force the required insurance or any other insurance which it may be required to effect under the terms of the CONTRACT then SLSWMA may effect and keep in force any said insurance and pay the premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by SLSWMA as aforesaid from any monies due or which may become due to the CONTRACTOR or recover them as a debt due from the CONTRACTOR.
- (8) The CONTRACTOR shall notify SLSWMA of any occurrence likely to give rise to a claim under any insurance policy as soon as possible and in any event within fifteen (15) days of such occurrence. Thereafter the CONTRACTOR shall handle the claim directly with the relevant insurers, and shall act in the best interests of both parties to this CONTRACT and keep SLSWMA fully advised of all developments.

### **33. PERMITS, LAWS AND REGULATIONS**

- (1) The CONTRACTOR shall abide by and comply, and secure compliance by its SUBCONTRACTORS, with all applicable law, rules and regulations of any governmental or regulatory body having jurisdiction over the SERVICES.
- (2) The CONTRACTOR shall obtain and renew each year a Waste Collection Licence from the Ministry of Health in addition to all licences and permits for the CONTRACTOR to do business and employ persons and shall obtain all temporary permits, authorisations, labour quotas and work permits required by any applicable law, rules or regulations.
- (3) All costs of complying with all applicable laws, rules and regulations and obtaining authorities, approvals, licences, permits, for performance of the SERVICES shall be for the account of the CONTRACTOR.
- (4) All operations necessary for the performance of the CONTRACT shall be carried on so far as compliance with the requirements of the CONTRACT permits so as not to interfere unnecessarily or improperly with the convenience of the public or the access to, public or private roads and footpaths to or of properties. The CONTRACTOR hereby indemnifies SLSWMA against all claims, demands, proceedings, damages costs, charges and expenses whatever arising in relation to any of the aforesaid matters in so far as the CONTRACTOR is responsible for such interference.

**34. CUSTOMS CLEARANCE/DUTIES**

- (1) The CONTRACTOR shall be responsible at its own cost for obtaining Government consent and customs clearance requisite to the import and re-export of all EQUIPMENT and other things provided by the CONTRACTOR, for incorporation into, or performance of, the SERVICES including, but not limited to, all costs related to payment of import and export duties and levies, harbour and port dues, wharfage, landing pilotage and all other costs whatsoever.

**35. PERFORMANCE BOND/BANK GUARANTEE**

- (1) The CONTRACTOR shall provide SLSWMA with either a PERFORMANCE BOND or BANK GUARANTEE. SLSWMA shall not be obliged to make any payments to the CONTRACTOR under the CONTRACT until it has received either a PERFORMANCE BOND or BANK GUARANTEE in compliance with this Clause.
- (2) The Performance Bond or Bank Guarantee will be to the value of one month of the CONTRACT PRICE to ensure that the CONTRACTOR shall perform all of its obligations and liabilities contained in, and in accordance with the CONTRACT.
- (3) The contractor shall obtain and provide to SLSWMA such Performance Bond or Bank Guarantee within 28 days of receipt of the Letter of Acceptance.
- (4) The institute providing such Performance Bond or Bank Guarantee shall be subject to the approval of SLSWMA.
- (5) SLSWMA will only make a claim under the Performance Bond or Bank Guarantee if the CONTRACTOR fails to perform any of its obligations or to fulfill any liability arising out of, or in connection with the CONTRACT.
- (6) Performance Bonds and Bank Guarantees shall be governed by, and construed in accordance with St. Lucian law and all parties shall agree to subject any disputes with may arise in connection with the Performance Bond or Bank Guarantee to the jurisdiction of the courts of St. Lucia.

**7. 36. DISPUTES**

- (1) The CONTRACT shall be governed by and construed in accordance with the laws of St Lucia, and the St Lucian courts shall have jurisdiction over any dispute or difference which shall arise between the SLSWMA or the AUTHORISED OFFICER and the CONTRACTOR out of or in connection with this CONTRACT.

**SECTION 3**  
**SPECIFICATIONS OF SERVICE**

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**1. SERVICE GOALS**

- (1) It is SLSWMA's goal to improve the existing standards of public health and environmental quality through the provision of a more efficient waste collection service.

**2. BASIC SERVICES**

- (1) During the term of this CONTRACT, the CONTRACTOR shall collect, remove, transport, and dispose of all non-hazardous SOLID WASTE as defined herein and shall be solely responsible to furnish all STAFF and EQUIPMENT, in a manner consistent with the CONTRACT and considered good professional practice, and to the satisfaction of SLSWMA.
- (2) The CONTRACTOR shall collect and haul to the designated disposal site, within the operational hours of that facility, SOLID WASTE originating from all residential properties, Ministries of Government including schools, hospitals, health centers, post offices, police stations, fire stations and offices of statutory bodies.
- (3) The CONTRACTOR will not under the terms of this CONTRACT be responsible for collecting from commercial or industrial properties.
- (4) The CONTRACTOR shall not be required by SLSWMA or any GENERATOR to collect HAZARDOUS WASTE. Any discharge of HAZARDOUS WASTE shall be reported to SLSWMA within two hours, and it shall be the responsibility of SLSWMA and/or the GENERATOR to promptly resolve safe management of the HAZARDOUS WASTE.

**3. COMMISSIONING PERIOD**

- (1) The COMMISSIONING PERIOD comprises the four weeks prior to the COMMENCEMENT DATE. During the COMMISSIONING PERIOD the CONTRACTOR shall notify GENERATORS about the details of the new SERVICES to be provided under this CONTRACT.
- (2) The CONTRACTOR shall instruct GENERATORS about waste placement and disposal requirements, including provisions for SPECIAL COLLECTIONS as defined herein. The CONTRACTOR shall also advise the GENERATORS about the mechanisms to address incomplete performance by the CONTRACTOR or other complaints.
- (3) During the COMMISSIONING PERIOD, the CONTRACTOR shall fully prepare for the performance of SERVICES, and shall obtain any additional vehicles and equipment required to train the CONTRACTOR'S STAFF, and shall secure any other facilities as it may require.

**4. GENERATOR EDUCATION AND COMPLIANCE**

- (1) The CONTRACTOR shall, with the assistance of SLSWMA, educate the GENERATORS about the SERVICE and shall provide and distribute information about the rights and responsibilities of the GENERATORS. The CONTRACTOR shall during the COMMISSIONING PERIOD prepare such information and submit same to SLSWMA for approval, which approval shall not be unreasonably delayed or withheld.
- (2) It is the CONTRACTOR'S responsibility to instruct GENERATORS to place BAGS, BUNDLED WASTE, HOUSEHOLD BINS and WASTE CONTAINERS at curbside or as close as practicable to collection vehicle routes by a specified time on the designated days of collection service.
- (3) After the COMMISSIONING PERIOD, the CONTRACTOR'S STAFF shall record and report to the CONTRACTOR'S REPRESENTATIVE the time and location of any unauthorized, illegal, or clandestine dumping of SOLID WASTE that they observe. These reports shall be sent to SLSWMA the following working day. It is the CONTRACTOR's responsibility to remove all unauthorised, illegal or clandestine dumps of SOLID WASTE within the LOCATION.

**5. HOURS OF SERVICE**

- (1) Except as otherwise provided herein, SOLID WASTE collections at the premises of GENERATORS shall not start before 5.00 a.m. or continue after 9.00 p.m, unless the CONTRACTOR reasonably determines that an exception is necessary in order to complete collection on an existing route due to unusual circumstances.

**6. HOLIDAYS**

- (1) If a public holiday occurs or falls on collection days, the collection ordinarily made on that day by the CONTRACTOR may be made by the CONTRACTOR on the proceeding day or the next succeeding day. The CONTRACTOR will determine whether to observe holidays as non-collection days, and shall notify SLSWMA of said determination as soon as practicable. The observance of a holiday in no way relieves the CONTRACTOR of its obligation to provide collection service specified within this CONTRACT.
- (2) No collection will be made on Christmas Day or New Year's Day, but those days must be made up before or after the holidays.

**7. LOCATIONS AND SERVICES**

- (1) The LOCATION of the SERVICES to be provided under this CONTRACT is defined in Attachment 1. The CONTRACTOR shall be fully responsible for the removal of all non-hazardous SOLID WASTES from all domestic and institutional premises within the LOCATION.
- (2) The CONTRACTOR shall provide a complete SOLID WASTE collection service throughout the LOCATION and will be responsible for providing appropriate EQUIPMENT to cater for varying conditions, including road, topographical and settlement, within the LOCATION.
- (3) The SERVICES will comprise, but not be limited to BAGS, BUNDLED WASTE and waste storage facilities including: PUBLIC LITTER BINS, WASTE BINS, HOUSEHOLD BINS, WASTE CONTAINERS, COMMUNITY CONTAINERS.
- (4) Waste storage facilities shall be made of a durable material and shall securely contain waste to prevent problems associated with scavenging animals, pest infestation, odours and windblown litter. Facilities provided by the CONTRACTOR shall be accessible to the GENERATORS for the deposit of SOLID WASTE.
- (5) In those neighborhoods where the CONTRACTOR proposes to provide SOLID WASTE collection service on a curbside basis, the frequency of collection will be at least twice per week.
- (6) All waste storage facilities shall be carefully handled by the CONTRACTOR'S STAFF and shall be thoroughly emptied and left at their original point, standing upright, with any cover in place.
- (7) For main roads the CONTRACTOR shall provide suitable waste storage facilities. The practice of placing loose SOLID WASTE on the curbside of these roads for collection is not acceptable.
- (8) For those roads considered to be roads of significant traffic, the vehicle providing service shall collect SOLID WASTE from only one side of the street at a time and shall not allow or encourage workers or GENERATORS to cross traffic to bring SOLID WASTE to the vehicle.
- (9) For densely populated neighborhoods with limited vehicle access, the CONTRACTOR shall provide SOLID WASTE collection service via COMMUNITY CONTAINERS which shall be emptied at least three times per week.
- (10) GENERATORS are required to carry their own SOLID WASTE to the COMMUNITY CONTAINERS or organize their own pre-collection system. COMMUNITY CONTAINERS shall be placed along the curbside, in suitable locations to allow access for the collection vehicle, at a maximum spacing of 200 meters apart.

- (11) The CONTRACTOR shall be responsible for establishing a programme for the regular cleaning and maintenance of all WASTE CONTAINERS and COMMUNITY CONTAINERS provided under this CONTRACT. The WASTE CONTAINERS and COMMUNITY CONTAINERS will be regularly serviced, washed and disinfected to ensure they remain functional and do not become malodorous or unsightly. Cleaning and maintenance of HOUSEHOLD BINS shall be the responsibility of the GENERATORS.
- (12) The CONTRACTOR is free to market the sale of special BAGS or HOUSEHOLD BINS to GENERATORS. In no way shall any GENERATOR be required to buy such items from the CONTRACTOR.
- (13) The CONTRACTOR shall have responsibility for emptying PUBLIC LITTER BINS within the LOCATION and for their routine cleaning and disinfecting.
- (14) The CONTRACTOR may decline to collect any SOLID WASTE which is not properly contained or placed, or which contains sharp objects or liquids. Where the CONTRACTOR has reason to leave SOLID WASTE uncollected, it shall inform the GENERATOR by written notice within 24 hours as to why the SOLID WASTE was not collected, and provide SLSWMA with a copy of the notice.
- (15) The CONTRACTOR shall be responsible for any damage to private or public property caused by negligence by the CONTRACTOR'S STAFF during the performance under this CONTRACT. The CONTRACTOR shall replace or restore to its original condition any property damaged by the CONTRACTOR at no cost to SLSWMA. If the CONTRACTOR fails to repair, restore or replace such damaged property within fifteen days of receipt of notice from SLSWMA, SLSWMA shall deduct an amount equal to the cost of replacement, restoration or repair of the property from the next payment due to the CONTRACTOR. Such deductions, once made, will not be returned or reimbursed to the CONTRACTOR.

## **8. SPECIAL COLLECTIONS**

- (1) The CONTRACTOR may refuse to accept collection of certain SOLID WASTES including BULKY WASTES and GARDEN WASTE within vehicles used for regular collection of SOLID WASTES.
- (2) The CONTRACTOR shall provide a SPECIAL COLLECTION service to cater for such SOLID WASTE items as discussed in clause 8 (1) using appropriate vehicles and equipment on a once monthly basis. This service shall be fully publicised by the CONTRACTOR during the COMMISSIONING PERIOD and regularly during the duration of the CONTRACT. GENERATORS will be required to store SPECIAL WASTE on their premises until the prescribed collection day.

- (3) In addition to those SOLID WASTES specified in the above clause, the CONTRACTOR will also be required to provide SPECIAL COLLECTIONS for other SOLID WASTE items such as large animal carcasses from the road or curbside, including cows and horses, and derelict motor vehicles. In the interest of public health, collections of animal carcasses should be completed within 24 hours of the occurrence being brought to the CONTRACTOR'S attention.
- (4) These special collections will be in compliance with the rates specified within the CONTRACT PRICE.
- (5) Where SOLID WASTES are collected under a special collection service, the CONTRACTOR shall cover and properly contain all loads with sheets, nets or other means, as appropriate to the type of vehicle or equipment being used to transport the SOLID WASTE to the designated disposal site.

**8. INDISCRIMINATE DUMP SITES**

- (1) The CONTRACTOR shall be responsible for the clearance and removal of all indiscriminate dump sites in their LOCATION within 24 hours of the occurrence being brought to the CONTRACTOR'S attention.
- (2) The CONTRACTOR shall notify SLSWMA in writing within 24 hours of the occurrence of an indiscriminate dump site in their LOCATION being brought to the CONTRACTORS attention and of the date and time of clearance and removal of the indiscriminate dump site.
- (3) The CONTRACTOR shall, having first sought the approval of the AUTHORIZED OFFICER, erect anti litter signs at problematic areas with the LOCATION.

**10. INTRODUCTION OF RECYCLING PROGRAMS**

- (1) During the term of this CONTRACT, specific objectives may require the separate collection of suitable SOLID WASTE for RECYCLING. The CONTRACTOR shall maintain the right to decline participation in such initiatives. Where the CONTRACTOR chooses to participate, it will be entitled to an adjustment of the CONTRACT PRICE to reflect the additional cost which would be incurred for the recycling program.

**11. VEHICLES**

- (1) The CONTRACTOR'S vehicles and equipment used for performing SERVICES shall be adequate to perform the SERVICES required by the CONTRACT as may reasonably be determined by SLSWMA from time to time.



**SOLID WASTE COLLECTION - SECTION 3 - SPECIFICATIONS OF SERVICE**

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- (2) For the collection of non-hazardous SOLID WASTE specialised collection vehicles shall be used. These fully contain the waste, eliminating potential nuisances such as odours, windblown litter and uncontrolled leachate discharge, and may possess compaction mechanisms for increasing payloads.
- (3) For special collections of SOLID WASTE, including, BULKY WASTE, GARDEN WASTES and large animal carcasses the CONTRACTOR shall provide suitable vehicles such as flatbeds or tippers with appropriate lifting hoists as necessary.
- (4) The CONTRACTOR shall paint all vehicles used for the routine collection of non-hazardous SOLID WASTE in the same colour as the uniforms provided to the workers. The CONTRACTOR'S name, telephone number, and vehicle number shall be visibly displayed on all collection vehicles in letters and figures not less than fifteen (15) cm high.
- (5) As vehicles and equipment become fully depreciated or reach the end of their useful life, the CONTRACTOR shall immediately purchase, rent, or lease vehicles and equipment to satisfy such requirements or replace such retired vehicles and equipment.
- (6) The CONTRACTOR shall ensure that all vehicles are registered and operate in compliance with all applicable laws and regulations.
- (7) The CONTRACTOR shall keep all vehicles and equipment used for performing SERVICES in good repair, appearance and sanitary condition. All vehicles shall be washed and thoroughly disinfected every day.
- (8) Each vehicle shall have at least one broom and shovel at all times to clean up SOLID WASTE that may be spilled or otherwise scattered during the process of collection and transportation.
- (9) All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said vehicles and equipment shall be kept operable at all times, with an average fleet downtime of no more than twenty five percent. A sufficient supply of spare parts shall be kept on hand to ensure the timely and continuous fulfilment of this CONTRACT.
- (10) When vehicles are down for maintenance or repair, it shall be the CONTRACTOR'S obligation to provide a replacement vehicle from the spares in its fleet or a comparable replacement through rental or leasing arrangements.
- (11) All vehicles and equipment shall be operated by qualified and licensed operators.
- (12) All vehicles shall be sufficiently secure so as to prevent any spilling or littering of SOLID WASTE. No vehicles shall be willfully overloaded.

- (13) The CONTRACTOR shall provide all collection vehicles with drainage tanks, so that waters leaking from the SOLID WASTE are captured and contained on the truck and spillage of such waters to the streets is prevented. The waters captured and held within the drainage tanks are to be emptied only at the officially designated disposal site.
- (14) All vehicles shall maintain a log of time and movement, including: departure time from the parking area at the start of work, arrival time at and departure time from the officially designated discharge location, and arrival time at the parking area at the end of work.
- (15) Vehicles which have their loads weighed or measured shall have this data included in their logs. Downtime and the nature of any break down and repair activities shall also be recorded. Data from the vehicle logs shall be collated and presented in a monthly report of service delivery from the CONTRACTOR to SLSWMA. In addition, SLSWMA shall have access to the vehicle logs upon demand.

## **12. VEHICLES ROUTES AND LOGS**

- (1) The CONTRACTOR shall provide SLSWMA with the planned and scheduled route for each vehicle, so as to facilitate monitoring of performance of all work to be conducted under this CONTRACT.
- (2) All employees of the CONTRACTOR shall perform their duties in accordance with the planned and scheduled routes assigned to them. Whenever routes are changed by the CONTRACTOR, the CONTRACTOR shall provide SLSWMA with the new routes, and a justification for the changes, within one day of the changes. The CONTRACTOR shall make all driver's logs and records available for inspection on a daily basis, and whenever requested by SLSWMA. GENERATORS who will be affected by the change must be notified at least one day prior to such change being effected.

## **13. WASTE DISPOSAL**

- (1) SLSWMA shall provide and designate a safe and accessible disposal site for the duration of the CONTRACT.
- (2) The CONTRACTOR shall at all times properly discharge solid wastes only to officially designated disposal facilities during their official hours of operation. No dumping of SOLID WASTE shall be made to drains, sewers, open lands, quarries, rivers, channels, swamps, or other locations not officially designated. The CONTRACTOR shall at all times supervise its workers and inspect their activities to ensure that unauthorised dumping does not occur.

- (3) Unauthorised dumping of SOLID WASTE will be investigated thoroughly by SLSWMA and may result in the termination of the CONTRACT, revocation of the license, and other punitive action prescribed by law.
- (4) The assigned disposal site may be closed and a new disposal site developed during the period covered by this CONTRACT. If the contractor is required to transport waste a further distance exceeding 10 km as a result, SLSWMA shall modify the CONTRACT PRICE to compensate the CONTRACTOR for additional transit distance/time.

**14. TIPPING FEES**

- (1) At the commencement of the CONTRACT there will be no TIPPING FEES at the existing dump sites. However, when new engineered sanitary landfill sites are constructed CONTRACTORS may be responsible for the payment of all TIPPING FEES levied. The CONTRACT PRICE shall be renegotiated at an appropriate time to reflect this potential additional expense to the CONTRACTOR.

**15. SERVICE ADDITIONS AND DELETIONS**

- (1) The SERVICE shall be extended to all new or additional GENERATORS, units and streets in the LOCATION immediately upon request by SLSWMA or by the GENERATOR. The CONTRACTOR shall provide this extension within the CONTRACT PRICE. Any VARIATION to the SERVICES will taken into account on each anniversary of the COMMENCEMENT DATE (the REVIEW DATE) when the CONTRACT PRICE is reviewed, and such increase or reduction shall take effect in respect of the twelve month period commencing on the relevant REVIEW DATE.

**16. REGULATORY FRAMEWORK**

- (1) SLSWMA shall implement the REGULATORY FRAMEWORK. SLSWMA shall inspect GENERATORS for compliance with regulations regarding use of proper receptacles for SOLID WASTE storage, collection, disposal, littering, unauthorized dumping and management of HAZARDOUS WASTES.

**17. UNIFORMS**

- (1) The CONTRACTOR shall provide readily recognizable, brightly coloured, shirts (or vests) and pants of a single design and colour to all its workers, to be worn at all times when performing SERVICES under this CONTRACT, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be kept clean and in good condition and replenished as they become worn or damaged, and on at least a semi-annual basis.

**18. PROTECTIVE EQUIPMENT**

- (1) The CONTRACTOR shall provide protective shoes and gloves to all workers, for use at all times during performance of services under this CONTRACT.
- (2) Protective equipment shall be kept clean and in good condition, and replaced by the CONTRACTOR as it becomes worn or damaged, and at least on a semi-annual basis.
- (3) The CONTRACTOR shall be responsible for providing regular medical check-ups for it's STAFF, on at least a semi-annual basis, and for providing a programme of suitable inoculations, having first obtained medical advice from a medical practitioner.

## **SECTION 4**

### **THE CONTRACTOR'S TENDER**

#### **CONTRACTOR'S TENDER**

- (1) SLSWMA will include hereinafter, particular details supplied by the CONTRACTOR either during a tender or in subsequent clarification meetings.