

Government of Montserrat

Invitation to Tender



Solid Waste Collection

Ministry of Health & Social Services (MoHSS)
E Karney Building, Little Bay
Montserrat, MSR1120
Tel: 664-491-2880

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1.0 INTRODUCTION

1.1 Purpose of This Document

This Invitation to Tender is supplied by the **Government of Montserrat (GOM)** to assist potential suppliers in the preparation and submission of Tenders in connection with the services of **SOLID WASTE COLLECTION** through the MoHSS as outlined in General Conditions of Contract in **Section 13**. The information contained herein is confidential and must not be used for any purpose other than that connected with this process.

The ITT sets out an indicative timetable for the procurement process and provides instructions for Tenderers. By participating in this Tender you are indicating your acceptance to be bound by the guidelines set out in this ITT.

Included are the tender documents, consisting of:

- 1) Introduction
- 2) Invitation to Tender
- 3) Instructions to Tenderers
- 4) Guidance Notes
- 5) Evaluation of Bids
- 6) Technical Questionnaire
- 7) Respondents Identification Details
- 8) Form of Tender
- 9) Tender Document Checklist
- 10) Anti-Collusion Certificate
- 11) Specification of Service
- 12) Appendix A – Form of Contract
- 13) Appendix B – General Conditions of Contract
- 14) Appendix C – Contract Performance Report

Purpose

- Expects Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender
- Sets out the Award Criteria and the tender evaluation process that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

This ITT outlines the programmatic, budgetary, functional and aesthetic requirements which will be used in order to select the entity for this project. The entity will be selected through the Open competitive procurement process.

2.0 INVITATION TO TENDER

Project Details	Deliverables
Invitation to Tender for Solid Waste Collection	Date Published on Government of Montserrat Website Thursday 21st October, 2021
Contract Period	Three (3) years (+ 2 years extension on successful completion)
Access to the ITT Suite of Documents	<p>Hard copies can be downloaded from the Government of Montserrat website at https://tenders.gov.ms/</p> <p>Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at https://www.mytenders.co.uk/</p> <p>If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents</p>
Service Areas	<p>Zone 1 – Soldier Ghaut going North</p> <p>Zone 2 – Solder Ghaut going South to Isles Bay</p>
Clarification deadline and contact details	<p>Friday 19th November 2021</p> <p>Email: Jutleh@gov.ms</p>
ITT submission deadline	Wednesday 01st December 2021 no later than 12.00 midday, (Eastern Caribbean time) 16.00 hours UK time
Tender Submission address	<p>The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat</p>
Contract Commencement – this is an indicative date and maybe subject to change	2022

Procurement Process

A **contractor for the Solid Waste Collection** will be selected through this Invitation to Tender (ITT). Potential Bidders who are interested in this opportunity are asked to submit their tender in line with the instructions and guidance contained within this ITT:

Process after Submission of Tenders

- ✓ Public Opening by Public Procurement Board – This is usually on the same day as the submission deadline at 2.00pm in the Human Resources Management Training Room, Upstairs HR Building, (provided that we have a quorum).
- ✓ Once the bids have been opened and information on the name of the supplier and the price of the bid is announced and recorded. The public element of the meeting is declared over.
- ✓ The bids are locked away securely.
- ✓ The bids are then passed onto the nominated evaluated team, approved by PPB.
- ✓ The evaluation can take from 2-6 weeks depending upon the number of bids received
- ✓ The evaluation team will compile a Tender evaluation report which will be presented to PPB for their consideration and decision.
- ✓ PPB will consider the report and recommendations and will make the final decision.
- ✓ The Procurement department will then send out outcome letters to all bidders via email or hard copy letter if no email address is available.
- ✓ The successful bidder will be advised to contact the Permanent Secretary to arrange a meeting to sign the contract.
- ✓ No services must commence until the contract has been signed.
- ✓ There will be ongoing performance management for each contract that will feed into project completion and closure report. The performance for each contract may be used in assessing future bid submissions.

Evaluation Process

Tender submissions will be evaluated based on the following ITT Evaluation stages:

Stage 1

When evaluating ITT submissions received, we will check them to ensure that:

- they comply with all instructions
- they do not contain any qualifications or conditions,
- they are clear and comprehensive, and
- they are valid and complete

Submissions that are not complete will be eliminated and not be considered further.

Stage 2

The submissions who meet all the administrative requirements will be assessed using the criteria stated under Section 5. Only bids that meet the criteria under section 5 will have their price submission evaluated.

If the GoM needs to clarify any points, questions will be submitted in writing to the Potential Bidder via email, who will also be required to respond in writing.

Stage 3

Following the outcome of Stage 3, Clarification the GoM will re-moderate the quality scores if applicable and recommend to PPB that an award be made to the organization that has achieved the maximum score.

3.0 INSTRUCTIONS TO TENDERERS

Bidders should read these instructions carefully before completing the Bid and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

Authorities

The Authority concerned with this Tender is the Government of Montserrat. The procurement procedure will be managed in accordance with GOM's Procurement Regulations, a copy of which can be found at www.gov.ms

Disclaimer

The information contained in this document is believed to be correct at the time of issue but neither GOM nor their advisors will accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. GOM reserves the right to amend or vary any area of this document during the course of the procurement.

No information contained in this ITT or in any communication made between the GoM and any potential Bidder in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT. The GoM reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the GoM incur any liability in respect of this ITT or any supporting documentation.

The GoM reserves the right to cancel the tender process at any point. The GoM is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the GoM is required to follow under relevant Procurement regulations 2019.

- The GoM is not making an offer to enter into a contractual relationship by issuing tender documents.
- The GoM is under no express or implied obligation to invite or evaluate tenders from any or all of the companies who respond to this contract notice with a tender submission.

- The issue of the tender documents does not imply any representation by the GoM as to the candidate's financial stability, technical competence or ability in any way to carry out the Services. We reserve the right to return to these matters as part of the evaluation process.
- The laws of Montserrat shall apply for the purposes of all proceedings relating to this procurement process and any contract awarded pursuant thereto.

Potential Bidders are requested to note that wherever in the ITT there is a reference to the proprietary name of a service or qualification, or to a specific standard, alternative services or qualifications or standards will be acceptable provided the Potential Bidders can demonstrate that the service, qualification or standard is at least equivalent in quality and specification to the named service, qualification or standard and that the alternative meets all of the GoM's requirements to the Authorities satisfaction.

Confidentiality

All information provided in this document, particularly financial information, shall remain confidential between the organisation and GOM and its advisers. GOM will not share this information with any other organisations or Public Bodies without the permission of the organisation. Similarly, organisations must treat all information provided by GOM and its advisers as confidential.

Respondents are required to respect the confidentiality of the process and must not seek to gain advantage by discussing this process or any potential bid with the Press, any UK or GOM official involved in the process or the United Kingdom Foreign, Commonwealth Development Office (FCDO). Under no circumstances should direct contact be made with anyone else regarding this process without the prior arrangement or agreement of the GOM Head of Procurement. Failure to observe this confidentiality may result in disqualification from the tender process.

All information supplied by the Contracting Authority in connection with this ITT shall be regarded as confidential except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of responses to this Request for Tender.

Communication and clarification

All communications during the procurement process must be made in writing and be sent by email to:

Name	Harjinder Jutle
Title	GOM Head of Procurement
Email	jutleh@gov.ms

Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GoM website for updates. myTenders will send out automatic notifications.

In completing Tender submissions and/or requesting clarification, Bidders must refer back to the numbering format/section as set in the ITT.

- Direct or indirect canvassing of any GoM or, public sector employee or agent by any potential Bidder concerning this requirement, or any attempt to procure information from any GoM or, public sector employee or agent concerning this ITT may result in the disqualification of the potential Bidder from consideration for this requirement.

Participation

Tenders must be submitted by, or on behalf of, the proposed bidder of the services. No change in the identity or composition of the Bidder (including the identity or composition of any partner in a consortium or of any sub-contractor to the Bidder) is permitted during the procurement process unless GOM has given its prior approval in writing.

Conflict of interest

Each Tenderer shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”):

- (i) Any employee of the Government of Montserrat;
- (ii) Any member of the Government of Montserrat;
- (iii) Any family member of any such employee; or
- (iv) Any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this ITT.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Tenderer’s response.

Contract Term

The Government requires a Contract period of three (3) years from commencement of operation, with the opportunity for a two (2) year extension on successful completion of the Contract.

Contract Award

GOM will award a contract on the basis of the award criteria detailed within Section 5 below (Evaluation of Bids) of this document.

Once GOM has reached a decision in respect of a contract award, it will notify all Bidders of that decision before entering into any contract.

Contract award is subject to the formal approval process of GOM through the Public Procurement Board. Until all necessary approvals are obtained no Contract will be entered into.

Limitation of Liability

The Government of Montserrat will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, and special or punitive damages, arising out of or otherwise relating to this ITT, the Tenderer’s participation in this ITT process or the Government of Montserrat’s acts or omissions in connection with the conduct of this ITT process. This limitation applies to all possible claims by a Tenderer, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Government of Montserrat of a duty of fairness or relating to a failure by the Government of Montserrat to comply with the

terms set forth in this ITT.

Contract Requirements

The Specification of Service (Section 11) details the required, Key Performance Indicators and overall GoM requirement.

The Potential Bidder shall be required to confirm their ability to meet the Technical Specification through completion of the Technical Questionnaire (**Section 6**).

The Potential Bidder shall be expected to agree to the Contract Terms and Conditions prior to contract commencement.

The Potential Bidder's terms of business will not be accepted in lieu of or in addition to the Contract Conditions forming part of this ITT.

Tax Obligations

If locally based, the tenderer must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Tenders received with improper tax compliance certificates would be rejected.

All Services undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax deduction from the gross amount**. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.

Submission Instructions

Bidders should read these instructions carefully before completing and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

The priced information submitted in the Form of Tender must include, (but should not be limited to cover) all the cost essential to the Solid Waste Collection taking into consideration the information attached to the document.

There are **two (2)** options available for submitting a Tender:

SUBMITTING A TENDER (BID)

- Electronic submissions can be submitted via the myTenders Portal at <https://www.mytenders.co.uk/>

If you are intending to make an **electronic submission** to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

- **Hard copies** can be submitted by hand – Please follow the instructions set out below.

Submitting a hard copy of your Tender

You will need two (2) plain envelopes for the Tender submission.

You must follow these instructions. Failure to do so may result in the tender being non-compliant and not considered any further.

Envelope 1.

Follow the steps written below:

- a. Write the name of the Bidder (Tenderer, Supplier) on this envelope.
- b. Write the name of the project and the address on the envelope as written below:

Tender for Solid Waste Collection

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

- c. Now put this envelope into another plain envelope (Envelope 2.)

Envelope 2

Continue following the steps below:

Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Tender return:

Tender for Solid Waste Collection

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

NB: Envelope 2 must not have the Bidder's name on it or any other markings.

Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.

Tenders are to be delivered to the address above by **12:00 midday Eastern Caribbean time, 16:00 UK time.**

Tenderers will be given a receipt.

4.0 GUIDANCE NOTES

Bidders should read these instructions carefully before completing the Bid and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

1. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT.
2. The GoM reserves the right to issue additional documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
3. Potential Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
4. Under the Contract the GoM will require compliance with its policies. Potential Bidders are advised to satisfy themselves that they understand all the requirements of the service requirements and Contract before submitting their Tender. Where additions or amendments are made to the clauses included in the Supply of Services Agreement and are issued during the tendering process they shall supplement and/or supersede previous versions.
5. Any changes to the procurement timetable shall be published as an Addendum on both websites, GoM and myTenders.
6. The Montserrat General Conditions of Contract will be adopted for this Contract. These are as attached below in this tender document. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
7. Tenderers must complete, sign and return Tender Submission Check List, with all the required documents to constitute a compliant Bid. Failure to comply with this requirement will lead to bids being deemed non-compliant and failing to pass the administrative compliant stage. (Stage 1).
8. Tenderers are to provide all document or information requested as part of their tender submission. Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
9. Tenders must be returned in line with the instructions for submitting a Tender. Late submissions will not be considered.
10. All tenders will be arithmetically checked; any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
11. Tenderers are not permitted to submit alternative tenders.
12. The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.
13. Validity Period - The bids must remain valid for acceptance for a minimum of ninety (90) days after the Submission deadline, to allow time for evaluation, selection and any unforeseen delays. Should circumstances arise that require an extension to this period, we will seek to

do this in writing.

14. Tenders must be completed in the English language or a full English translation provided at no cost to the GoM.
15. The submission will be checked for completeness and compliance before responses are evaluated.
16. Any signatures must be made by a person who is authorised to commit the Potential Bidder to the Contract.
17. This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the GoM and its advisers.
18. Where Potential Bidders believe that they are unable to submit a Tender through the electronic system or deliver a hard copy or require assistance or further information to be able to use the myTenders portal, they must contact the GoM via email no later than four (4) calendar days before the Tender submission due date, to enable any technical queries to be investigated and resolved.
19. The GoM may wish to undertake a site audit on your premises, to clarify any aspect of your tender submission. Following the site visit, the GoM reserves the right to re-moderate the scores given to your submission.
20. Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Tenderer without the prior written consent of the Government of Montserrat. Such written consent however shall not under any circumstances relieve the Successful Tenderer of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Government of Montserrat.

21. Health and Sanitation

All local health and sanitation requirements must be met at all times. This shall include the wearing of gloves, hair coverings and aprons by staff as appropriate.

COVID 19 regulations/protocols must be adhered to.

The highest standards of sanitation must be maintained throughout the contract period.

22. Criminal Record Checks

The service provider shall provide documentary evidence that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of an offence or any other crime that indicates the person poses a threat to the physical safety to employees in the workplace.

The service provider shall not assign any employee to provide services pursuant to this Contract if the said worker has ever been convicted of an offense or any crime involving assault, sex offences, violence, or drugs; or if the said worker has engaged in any crime or conduct indicating that the worker may poses a threat to the safety or well-being of employees.

Officials reserve the right to prohibit any employee of the service provider from providing services if it is determined, in its sole discretion, that such employee poses a threat to the safety or well-being of personnel or others.

Additional Information

1. Environmental Issues

The GoM is committed to the protection of the environment and the promotion of sustainable environmental development. Potential Bidders should note the various obligations contained within the Contract, which will ensure that the successful Potential Bidder will provide the Contract in a non-detrimental manner to the environment.

2. Equalities & Diversity

The GoM is committed to providing its services in a way, which promotes equality of opportunity at every possibility. It is expected that the successful Potential Bidder will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation.

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

3. Financial Guarantee

The GoM reserves the right to require the successful Potential Bidder to provide as security for the performance of the Contract, a performance bond or otherwise or as an alternative, require the parent company of the successful Potential Bidder to guarantee the performance of the Contract prior to the award of the Contract

4. Sub-Contracting and Consortia Arrangements

Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.

Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.

It is recognized that arrangements in relation to sub-contracting may be subject to future change. However, Potential Bidders should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Bidder to proceed with the procurement process or to provide the goods and/or services.

If the Potential Bidder bidding for a requirement is a consortium, the following information must be provided:

- full details of the consortium; and
- the information sought in respect of each of the consortium's constituent members as part of a single composite response.

Potential Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the GoM reserves the right to require a successful consortium to form a single legal entity.

The GoM recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders are reminded that any future proposed change in relation to consortia must be notified to the GoM so that it can make a further assessment by applying the selection criteria to the new information provided.

5. Sustainability

The GoM has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services either directly or via a third party. Consequently, the GoM is looking for a commitment within Tenders to assist the GoM in the following duties: Health and Wellbeing; Our Local Economy; Smarter Travel Environmental Issues

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

6. Developing the Local Economy

The sustainable development goal places an obligation on Government of Montserrat to consider how what is being procured will improve the economic, social and environmental well-being of our local area.

7. Tenderer Performance

The selected Tenderer may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Tenderer and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected Tenderer, taking into consideration, in addition to specific work related to the project undertaken by the Tenderer, ongoing Tenderer staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Tenderer, with the goal of immediate and permanent resolution where concerns have been raised. The Government of Montserrat reserves the right to remove from the roster any selected Tenderer who has been qualified by this ITT process by way of written notice if, in the sole discretion of the Government of Montserrat, based on any on-going or specific evaluation or assessment of the Tenderer or its performance of any work, it is deemed to be in the Government of Montserrat's best interests.

8. Payments and Deposits

Invoices will be paid within twenty-eight (28) days from the approval date of the invoice.

9. Insurance and Workers Compensation

Mandatory Eligibility Requirements

As a mandatory eligibility requirement for response to this ITT: The Successful Tenderer shall carry at all times during the performance of the work Professional Indemnity Insurance not less EC\$1,000,000.00, (where applicable).

Responsibilities of Successful Tenderer

- (a) The Successful Tenderer shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Government of Montserrat with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be

terminated without a prior 30-day written notice to the Government of Montserrat.

- (b) The Successful Tenderer or their insurer will notify the Government of Montserrat at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Tenderer to the Government of Montserrat.

10. Indemnification

The Successful Tenderer agrees to indemnify and save harmless the Government of Montserrat, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Tenderer functions arising from this contract except to the extent of the Government of Montserrat's gross negligence.

At no time will the Government of Montserrat be responsible for any injury sustained by the Successful Tenderer, their employees or any person on the Government of Montserrat's premises, nor will the Government of Montserrat be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Tenderer, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Government of Montserrat's premises or site.

The Government of Montserrat shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the successful Tenderer arising out of or in any way related to this ITT or subsequent contract.

5.0 EVALUATION OF BIDS

The following evaluation criteria will be used to evaluate Tenders received in response to this ITT. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail, with failure meaning that bids would be deemed Non-compliant. Bidders must also fulfil the mandatory technical criteria which will be evaluation on pass/fail basis to be qualified for further technical and financial evaluation.

Bidders must achieve a **minimum score of 60%** of the total technical score to qualify for the financial evaluation and to be considered for award of Contract.

EVALUATION CRITERIA	WEIGHT %
Administrative Compliance – see Section 9.0 Tender Checklist	PASS/FAIL
Operational Plan	Pass/Fail
Health and Safety Plan	Pass/Fail
Service Continuity (Contingency)	Pass/Fail
<i>Bids that fulfil the above administrative and technical criteria shall be evaluated to a total score of 100 marks. The technical criteria shall have a total score of 60 marks and 40 marks to the cost proposal.</i>	
<i>Technical Criteria – 100 marks</i>	Weight
Statement of Resources	30%
Technical Questionnaires	30%
Cost Proposal (with proposed Payment Schedule)	40%
TOTAL	100%

5.1 Administrative Compliance

The tender checklist under **Section 9** of this ITT provides a list of requirements which need to be fulfilled. Details of previous experience must be submitted in accordance with the Technical Compliance below. **This is a pass/fail criterion.** If all the above requirements are fulfilled, then the tenderer would move onto the other evaluation criteria. If any of the items mentioned above and under section 9 are not submitted, then the tender may be deemed non-compliant and rejected

5.2 Operational Plan

Tenderers must submit an operation plan as part of their submission for this procurement. The operational plan must outline how key deliverables of the contract will be fulfilled including a detailed explanation of how the operator intends to manage operational requirements. This is a mandatory requirement hence shall be evaluated on a pass/fail basis.

5.3 Health and Safety Plan

Tenderer are required to submit a comprehensive health and safety plan, the plan should address all major issues concerned with the prevention of accidents and the minimizing of their effect, and contingency arrangements in the event of a major incident The provision of a health and Safety plan is mandatory, failure to submit a plan will lead to the direct disqualification of a bidder.

5.4 Service Continuity (Contingency)

Tenderers are required to provide a detailed service contingency statement or plan **for a back-up service in the event the main trucks are unable to perform the services under the Contract.** The provision of a service contingency plan is mandatory, failure to submit a plan will lead to the direct disqualification of a bidder.

5.5 Statement of Resources

The Tenderer shall provide details of its resources and capability to perform the work.

5.5.1 Statements shall be provided on separate pages if necessary, of the following:

5.5.2 Experience – 20%

The Tenderer shall provide a general statement on separate paper, of each of its current and past business operations in Montserrat and in any other country, stating for each:

- a) Nature of business
- b) Name of business and/or company
- c) Number of years of operation, with start date and end date if appropriate
- d) Location of the business
- e) Relevant Solid Waste Collection Contract Experience
- f) Other Contract Experience

5.5.3 Organisation Composition – 10%

The Tenderer shall provide an Organisation Chart on a separate page for execution of the services and 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.

5.5.4 Key Personnel – 20%

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

The Tenderer shall provide a description of the functions of the key personnel. The Tenderer shall specify the academic or other qualifications and experience considered necessary of the personnel to fill the key positions.

5.5.5 Personnel – 15%

The Tenderer to complete the table with the relevant information.

Staff	Administrative	Technical	Super-visors	Drivers	Operators
Numbers presently employed					
Proposed source of additional staff					
Mobilisation period for additional staff					
Number of expatriates employed					
Number of regional personnel employed					
Number of Montserratian citizens employed					
Average normal and overtime to be worked each week					
Average normal and overtime payment rates per hour					

5.5.6 Equipment Specifications – 25%

A) Existing Equipment

The Tenderer shall provide details of the equipment offered to fulfil Contractor’s obligations in the event of an award of Contract.

Description

Make

Model

Year of Manufacture

Condition

Ownership (state who owns the equipment)

B) Proposed Equipment

The Tenderer shall provide details of the equipment proposed to acquire to fulfil Contractor’s obligations in the event of an award of Contract.

Description
Make
Model
Year of Manufacture
Condition
Ownership (state who owns the equipment)

5.5.7 Office/Facilities/Workshop – 10%

The Tenderer shall provide details of the Contractor's office/facilities and workshop locations.

5.5.8 Cost Proposal (Price) (40%)

Bidders must complete the Form of Tender and the Costs template and return them with their ITT submission. The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. The Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids.

The ITT checklist provides a list of requirements which need to be fulfilled.

Bidders must include within their bid a schedule of equipment to be used and maintained

Lowest Price (A)

Higher Price (B) X 40%

A = 10000

B = 14000 X 40% = B's score is 28.5%

6.0 TECHNICAL QUESTIONNAIRE

Please complete the questions below and submit with your Tender submission. Weighted quality scores will be calculated by multiplying the score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

Question 1: (40%) Please outline the steps that will be taken to remedy damages to private or public property caused by your employees?
<i>Bidders response:</i>
Question 2: (30%) Please provide the strategy that will be used to service households on located minor roads?
<i>Bidders response:</i>
Question 3: (20%) Please outline the risks involved in solid waste collection, and explain in detail the necessary measures your company would put in place to ensure that your employees and other persons who may be exposed to the aforementioned risks are adequately protected.
<i>Bidders response:</i>
Question 4 (10%) What methods would you use to raise awareness on best practices of waste management to improve and maintain an acceptable level of hygiene by households?
<i>Bidders Response:</i>

6.1 Evaluation Scoring – Quality Criteria

Scoring – Quality Criteria	
Rating of Response	Score
<p>Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the Contract.</p>	5
<p>Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the Contract.</p>	4
<p>Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the GoM is relatively confident that the Tenderer has the ability to meet the requirements of the Contract.</p>	3
<p>Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The GoM has minor concerns regarding the Tenderers ability to meet the requirements of the Contract.</p>	2
<p>Unacceptable or Non-Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the GoM has major concerns regarding the Tenderers ability to meet the requirements of the Contract.</p>	1
<p>An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question.</p>	0

Any Bidder who achieves an ‘Unacceptable’ score of ‘0’ for any of the criteria will be deemed to have failed to meet the GoM’s minimum acceptable standards and therefore will not be evaluated further and will not be considered for Contract award.

7.0 RESPONDENTS' IDENTIFICATION DETAILS

A	PERSONAL INFORMATION
Company Name----- Registration number -----	
Company address----- -----	
Contact person-----	Position-----
Telephone number-----	Fax number-----
Website-----	Email address:-----

B	QUESTIONNAIRE (<i>TICK WHERE APPLICABLE</i>)		
1	Your entity operates as which one of the following?	<input checked="" type="checkbox"/>	Sole Proprietorship
		<input type="checkbox"/>	Partnership
		<input type="checkbox"/>	Limited Liability
		<input type="checkbox"/>	Others
		<input type="checkbox"/>	(0-1)
2	How many years has your entity been in operation?	<input type="checkbox"/>	(1-3)
		<input type="checkbox"/>	(3-5)
		<input type="checkbox"/>	(5-10)
		<input type="checkbox"/>	(10 & Over)
		<input type="checkbox"/>	(1-5)
3	Number of Employees within your entity?	<input type="checkbox"/>	(6-10)
		<input type="checkbox"/>	(11-15)
		<input type="checkbox"/>	(16 & Over)
		<input type="checkbox"/>	(1-3)
4	How many similar Contracts has your entity successfully completed in the last 2 years?	<input type="checkbox"/>	(4-6)
		<input type="checkbox"/>	(7-9)
		<input type="checkbox"/>	(10 & Over)
		<input type="checkbox"/>	(50-100)K
5	What is the highest sum of any of the Contracts completed in the last 2 years?	<input type="checkbox"/>	(101-200)K
		<input type="checkbox"/>	(201-400)K
		<input type="checkbox"/>	Over 400K
		<input type="checkbox"/>	YES
6	Has your entity failed to complete a Contract for a public or private entity?	<input type="checkbox"/>	NO

C	SIGNATURE
---	-----------

I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand false statement may result in denial of a Contract and possible debarment from future prospects.

Signature of Company Representative

Date

Company Name/Stamp

8.0 FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades, Montserrat, MS1110

Dear Sir/Madam

Tender for Solid Waste Collection

I/We the undersigned undertake to provide Solid Waste Collection in accordance with General Conditions of Contract and Scope of Service for the sum of:

EC\$.....

(words).....

.....

If my/our Tender is accepted, I/We undertake to commence the Service within ____ **day(s)** of receiving the official Award Letter.

I/We understand I/We shall not be reimbursed for any costs that may have been incurred in compiling this Tender.

I/We confirm this tender shall remain valid for a period of ninety (90) days from the date of submission of this Tender.

Name:

Signed.....

Name of
Company.....

Address

Tel. number

Email address

Date:

9.0 TENDER DOCUMENT CHECKLIST

Project Title: **Tender for Solid Waste Collection**
Date advertised: Thursday 21st October 2021
Clarification Deadline: Friday 19th November 2021
Tender Deadline Date: Wednesday 01st December, 2021
Tender Deadline Time: **12:00 midday Eastern Caribbean time, 16:00 UK time**

The following documents that should be provided for a service provider's bid to be valid. Please tick as supplied. Failure to provide any of the stated documents will result in the bid being considered non-compliant and rejected.

- 1. Signed Form of Tender
- 2. Tax Compliance Certificate (if bidder is a local company)
- 3. Signed Anti-Collusion Statement
- 4. Respondent's Identification Details
- 5. Completed Technical Questionnaire
- 6. Operational Management Plan
- 7. Service Continuity (Contingency) Plan
- 8. A Health and Safety Plan
- 9. Statement of Resources
- 10. If the potential bidder is a consortium, full details of the consortium must be provided.
- 11. Organizational Chart/Structure
- 12. Cost Proposal (breakdown of cost proposal with proposed payment schedule)

.....
Signed on behalf of Contractor

.....
Date

GOVERNMENT OF MONTSERRAT
TENDER SUBMISSION ANTI-COLLUSION STATEMENT

I/WE CERTIFY THAT THIS TENDER IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE TENDER BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE TENDER PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE TENDER TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS TENDERING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM TENDERING, THAT THEY SHALL WITHDRAW ANY TENDER ONCE OFFERED OR VARY THE AMOUNT OF ANY TENDER TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTOR S, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE TENDER AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTOR S, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS TENDER BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY TENDER RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS TENDER.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS TENDER IS MADE.

SIGNATURE..... IN CAPACITY OF

DATE.....2021

DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE NO..... FAX NO

11.0 SPECIFICATIONS OF SERVICE

11.1 Service Goals

It is GoM's goal to promote and preserve the health and wellbeing of the people Montserrat and improve the environment through the provision of effective, reliable, cost effective sustainable Solid Waste Collection Services.

11.2 Basic Services

During the term of this Contract the Contractor shall collect, remove, transport and dispose of solid waste (except biomedical waste and hazardous waste) from domestic households, public places and all government institutions in the **zone of operation including minor roads** in residential areas.

- 11.2.1 The Contractor shall only dispose of collected solid waste at the disposal site during the designated operational hours of that facility.
- 11.2.2 The Contractor will not under the terms of this Contract be responsible for collection from industrial properties.
- 11.2.3 The Contractor shall not be required by GoM or any generator to collect biomedical waste or hazardous waste, (see clause 12). Commercial or industrial generators of biomedical or hazardous waste are responsible for the disposal of that waste, to the satisfaction of GoM. Any discharge of hazardous waste shall be reported to GoM within two hours, and it shall be the responsibility of GoM and/or the generator to promptly resolve safe management of the hazardous waste.
- 11.2.4 The Contractor 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 GoM. This includes but is not limited to the provision of solid waste collection vehicle(s) and safety and clothing and equipment.

11.3 Commissioning Period

- 11.3.1 The Commissioning period comprises the twelve (12) 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.
- 11.3.2 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 Contractor or other complaints.
- 11.3.3 During the commissioning period, the Contractor shall fully prepare for the performance for 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.

11.4 Generators Education and Compliance

- 11.4.1 The Contractor shall be prepared to assist GoM to educate the generators in the zone of operation about the service and with the distribution of information about the rights and responsibilities of the generators.
- 11.4.2 Any additional cost to the Contractor for the activities described in 4(i) above, are outside the bounds of this Contract. Any additional costs will be decided upon through negotiation between GoM and the Contractor prior to the onset of such activities.
- 11.4.3 In the case where household bins will be used, it is the responsibility of the Contractor to instruct generators to place the bin at curb-side or as close as practicable to collection vehicle routes by a specified time on the designates days of collection service.
- 11.4.4 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 GoM the following working day. It is the Contractor's responsibility to remove all unauthorised, illegal or clandestine dumps of solid waste within the zone of operation.

11.5 Hours of Service

Except as otherwise provided herein, solid waste collections at the premises of generators shall not start before 6:00 am or continue after 7:00 pm (exclusive of morning and afternoon rush hours), unless the permission of the authorised person is sought in advance by the Contractor's representative, and written permission is given.

11.6 Holidays

If a Public Holiday occurs or falls on collection days, the collection ordinarily made on that day by the Contractor will be made by the Contractor on the following day.

11.7 Collection Containers

- 11.7.1 Bins are to be kept on the householder's premises and only brought out on the day of collection. The Contractor has responsibility for informing the householder of the day of collection, where used, cleaning and maintenance of household bins shall be the responsibility of the householder. the Contractor has a responsibility for informing the household of the householder's responsibilities for the household bin which will include, but not limited to, where it is to be positioned, maintenance and cleaning, solid waste to be placed within the household bin.
- 11.7.2 Where community bins are used, generators are required to carry their own solid waste to the community bins. Where used, community bins shall be placed along the roadside, in suitable locations to allow access for the collection vehicle, at a maximum spacing of 200 metres apart. The Contractor has a responsibility for informing the generators using this facility of the day of collection and the requirement to place solid waste within the community bin.
- 11.7.3 The Contractor is free to market the sale of special bags for the containment of solid waste to generators. In no way shall any generator be required to buy such items from the Contractor.

11.7.4 The Contractor may decline to collect any category of solid waste which does not form part of the service. The Contractor may also decline to collect any solid waste 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 twenty-four (24) hours as to why the solid waste was not collected, and provide GoM with a copy of the notice.**

11.7.5 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 GoM. If the Contractor

11.7.6 fails to repair, restore or replace such damaged property within fifteen days of receipt of notice from GoM, GoM 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.

11.8 Public Bins

11.8.1 The Contractor is responsible for the collection and disposal of solid waste from all public bins in the zone of operation **including minor roads in residential areas**. The price of this service is to be included by the Contractor in the Contract price.

11.8.2 Following a public event, e.g. a cricket match, festival or other such activities where a public bin is located the Contractor will provide a collection service to that public bin the day immediately following the event, except when that day falls when the collection service will be the day following.

11.8.3 The Contractor will provide a collection service from all public bins located at public beaches in the zone of operation each Monday or Tuesday, except when one of these days falls when the collection service can take place on the Wednesday.

11.8.4 The frequency of collection from all public bins shall be at least once a week and high activity areas in communities at least twice per week.

11.8.5 The frequency of collection of solid waste from commercial places generating less than 3 cubic metres shall be at least twice a week.

11.9 Introduction of Recycling Programmes

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.

11.10 Vehicles

- 11.10.1 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 GoM from time to time.
- 11.10.2 For the collection of non-hazardous solid waste specialised collection vehicles or appropriate vehicles as authorized by the environmental health department shall be used these are advised to have hydraulic multi-lift systems and must fully contain the waste, eliminating potential nuisance such as odours, windblown litter and uncontrolled leakage, discharge, and shall possess compaction mechanisms for increasing payloads.
- 11.10.3 The Contractor shall paint all vehicles used for the routine collection 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.
- 11.10.4 As vehicles and equipment become fully depredated or reach the end of their useful life, the Contractor shall immediately purchase, rent, or lease vehicle and equipment to satisfy such requirements or replace such retired vehicle and equipment.
- 11.10.5 The Contractor shall ensure that all vehicles are registered and operate in compliance with all applicable laws and regulations.
- 11.10.6 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. Wash water must be appropriately disposed of and not discharged into the natural environment.
- 11.10.7 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.
- 11.10.8 All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said vehicle 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.
- 11.10.9 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.
- 11.10.10 All vehicles and equipment shall be operated by qualified and licensed operators.

- 11.10.11 All vehicles shall be sufficiently secure so as to prevent any spilling or littering of solid waste. No vehicles shall be wilfully overloaded.
- 11.10.12 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.
- 11.10.13 When applicable, 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 GoM. In addition, GoM shall have access to the vehicle logs upon demand.

11.11 Vehicles Routes and Logs

- 11.11.1 The Contractor shall provide GoM with the planned and scheduled route for each vehicle (s), so as to facilitate monitoring of performance of all work to be conducted under this Contract.
- 11.11.2 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 GoM with the new routes, and a justification for the changes, within one (1) 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 GoM. Generators who will be affected by the change must be notified at least one (1) day prior to such change being effected. This change must be communicated via either a local broadcast medium or published.

11.12 Waste Disposals

GoM shall provide and designate a safe and accessible disposal site for the duration of the Contract.

11.13 Cost Proposal

Tenderers shall detail the proposed Contract price for the **three (3) years** of operation for the required services. The title of this Appendix reflects the intent, that if the tenderer's offer is accepted this Appendix to the Form of Tender will be incorporated into the Contract.

12.0 Appendix A: FORM OF CONTRACT

THIS AGREEMENT is made this..... day of..... 20....BETWEEN:
THE GOVERNMENT OF MONTSERRAT (hereinafter referred to as "GoM") AND
.....(hereinafter
referred to as the CONTRACTOR ") WHEREAS GoM wishes to obtain a comprehensive solid
waste collection SERVICE within ZONE 1 and ZONE 2 including minor roads in residential areas
and the CONTRACTOR is willing to provide the same on the terms of this Agreement.

NOW THIS AGREEMENT WITNESSES as follows:

ARTICLES

ARTICLE 1 - INTERPRETATION

In this Contract all words and expressions shall have the meanings as are
respectively assigned to them in the general condition of contract referred to in
Article two (2) hereunder.

ARTICLE 2 - DOCUMENTS

The following documents shall be deemed to form and be 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. Specification of Service
2. Agreement
3. General Conditions of Contract
4. The Contractor's Tender and Appendices

ARTICLE 3 The Contract Reference Number

ARTICLE 4 In consideration of the Contractor performing the Contract, GoM 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.

ARTICLE 7 The Contractor will be responsible for all the capital and optional costs for
providing the Service and shall invoice GoM on a monthly basis.

ARTICLE 8 The Contractor shall not assign any of its rights, duties or obligations under the
Contract without GoM's expressed written consent.

ARTICLE 9 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 subtitled 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.

ARTICLE 10 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 Day Works 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 day works 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, GoM 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.

GoM shall be entitled to terminate the Contract, where the GoM is satisfied that in any particular case the Contractor has failed to perform the Services completely in accordance with the provisions of the Contract.

GoM may terminate the Contract if more than One hundred (100) Default Points are recorded against the Contractor in any four (4) week period. For the purpose of this condition a week shall be any seven (7) consecutive days. These termination provisions shall not apply during the two (2) weeks immediately following the Commencement Date.

ARTICLE 12 NOTICES

All notices required to be given under the Contract must be given in writing, electronic mail or facsimile and must quote the Contract Reference number. All such Notices must be served either by personal delivery, by courier delivery, fax transmission or email at the address of the receiving party set out below:

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 4:00 pm 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 9:00 am on the following working day.

Notices sent by facsimile/email 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.

A. If to the Supplier, to:

Name:

Designation:.....

Address

Telephone:.....

Fax:

Email:

B. If to the **GOM**, to:

Mrs. Camille Thomas-Gerald
Permanent Secretary
Ministry of Health and Social Services
Little Bay
Montserrat
Tel: (664) 491-2880
Email: GERALDCC@gov.ms

ARTICLE 13 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. GOM has the right to inspect these audited accounts.

**ARTICLE 14 Zone 1 (Soldier Ghaut going North),
Zone 2 (Soldier Ghaut going South to Isles Bay)
and minor roads of solid Waste Collection**

In WITNESS whereof the parties hereto have hereunder set their hands and seals this.....

day of2021

SIGNED for and on behalf of the Government of Montserrat

.....
PS, MoHSS

.....
Witness

.....
Signed for and on behalf of the
CONTRACTOR

.....
Witness

13.0 Appendix B: General Conditions of Contract

CLAUSE	DESCRIPTION
	Definitions
2	Interpretation of the Contract
3	Contractor Representative
4	The Responsibility of the Contractor to Inform Itself
5	The Responsibility of the Contractor to Inform GoM
6	Contractor Obligations
7	Subcontracts
8	Personnel of the Contractor and Subcontractors
9	Control and Supervision of Contractor's Staff
10	Staff and Operational Records
11	Complaints in Respect of Service
12	Schedule
13	Gratuities
14	Equipment
15	Force Majeure
16	Responsibility for the Services
17	Termination
18	Recovery of Sums due to GoM
19	Defaults in Performance of Service
20	Financial Penalties
21	Termination Due to Defaults in Performance
22	Contract Payment
23	Fluctuations
24	Taxes
25	Terms of Payment.
26	Audit Rights of the GoM

27	Liens
28	Ownership
29	Limitation of Liability of the Contractor and GoM
30	Responsibilities and Indemnities

1. DEFINITIONS

- (i) "**Contractor**" means the company who has signed the agreement for provision of the services listed herein.
- (ii) "**Contract Price**" means the sum or sums to be ascertained and paid in Accordance with the provisions of the contract.
- (iii) "**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.
- (iv) "**Contractor Staff**" mean 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.
- (v) "**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. These standards should be developed and enforced by the authorised officer.
- (vi) "**Construction or Demolition Debris**" means waste building materials resulting from construction remodelling, repair, or demolition operations, with sizes or volumes greater than those allowed in waste bins.
- (vii) "**Dead Animals**" means animals or portions thereof equal to or greater than five (5) kilograms in weight which have expired from any cause, except those properly slaughtered or killed for human consumption.
- (viii) "**Dispose**" means to deliver solid waste to the official waste disposal site at new windward (or any other officially designated site that may be instructed in writing by the GoM) within the designated operational hours of the facility.
- (ix) "**Domestic**" means pertaining to residential properties.
- (x) "**Equipment**" means any consumables, equipment, materials, facilities, implements and plant or other things required or necessary for the satisfactory performance of the services.
- (xi) "**Financial Penalties**" means penalties to be paid by the contractor to GoM, through adjustments in payments by GoM to the contractor or otherwise, upon issuance by GoM of a default notice.
- (xii) "**Garden Waste**" means organic waste, including leaves, grass, foliage and branches originating from the maintenance of Gardens, Yards, Parks and Vegetation along Public Roads.
- (xiii) "**Generators**" include all solid waste service customers, regulated by the laws of government represented by GoM.
- (xiv) "**GoM**" means Government of Montserrat.

- (xv) "**GoM Staff**" means all personnel specifically designated by GoM's Authorised Officer (**Principal Environmental Health Officer**) to be responsible for assuring proper delivery of services under this Contract.
- (xvi) "**Governmental Institutions**" includes all GoM offices (all Ministries, Departments, Units and Sections, including Governor's Office), all Offices of Statutory Bodies, Court Houses, Parliamentary Buildings, Schools, Hospitals, Clinics, Post Offices, Police Stations and Barracks, Prisons, Fire Stations, Airports and Seaports, Customs Offices, Sports Facilities, and The Offices or locations of Any other GoM entity.
- (xvii) "**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 limited to, wastes listed in annex 1 in the Basel convention on the transboundary movement of Hazardous Waste and their disposal.
- (xviii) "**Household Bin**" means durable receptacle designed to store solid waste within domestic premises and of a design and weight that they be wheeled out to the edge of a premises by an average person. The bin can be lifted and emptied either manually or mechanically by the collection vehicle.
- (xix) "**Industrial**" means any manufacturing or trade.
- (xx) "**Lien**" means the right to keep property until debt is paid.
- (xxi) "**Litter**" means any discarded solid waste lying in a Public Place.
- (xxii) "**Location**" means the place where the services 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.
- (xxiii) "**Month**" means all the calendar days of the month.
- (xxiv) "**Minor Roads**" means roads in residential areas different from major/main road.
- (xxv) "**Natural Disaster**" means a Hurricane, Earthquake or Volcanic activity striking Montserrat that warrants Evacuation of an area of Service. This also includes other disastrous acts such as Floods or Landslides which may cause a disruption to the Service.
- (xxvi) "**Notice**" means either a rectification notice, a default notice, or a supplementary default notice served upon the contractor by GoM for failure to properly perform the services in accordance with the provisions of the contract.
- (xxvii) "**Premises**" means any Land, Building, and or Structure, or portion thereof.
- (xxviii) "**Public Bins**" are bins located in public areas such as beached and recreational areas.

- (xxix) "**Recycling**" means the process of sorting, collecting and turning used materials and/or products into new products by reprocessing or re-manufacturing.
- (xxx) "**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, 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.
- (xxxi) "**Safety Regulation**" means any applicable safety law or regulation, or the relevant laws/regulations in Montserrat, or any documented safety requirements notified to the Contractor by GoM. 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 GoM for resolution although in the immediate instance the stricter standard shall apply. Achieve the expeditious and efficient performance of the services in accordance with the
- (xxxii) "**Schedule**" means the schedule hereto prepared by the contractor to a Contract.
- (xxxiii) "**Services**" means all things to be created under the contract including all things to be done by the contractor in accordance with the contract.
- (xxxiv) "**Solid Waste**" means all waste material generated and discharged for collection; all litter and clandestine piles of such wastes; and includes roadside litter, bulky waste, garden waste, dead animals and other waste materials, except hazardous waste and biomedical waste. (For the purpose of this contract, the Contractor is not required to collect Solid Waste from Industrial Premises, Volcanic Ash, Construction Debris, Bulky Waste and Dead Animals.)
- (xxxv) "**Subcontract**" means any Contract between the Contractor and any party (**other than GoM or the Contractor's staff**) for the performance of any part of the Services.

2. Contractor Representative

- (1) Only the Contractor representative or his nominated Deputy is authorised to receive, on behalf of the contractor, notifications, information and decisions of GoM made under the provisions of the contract and notification to the Contractor representative shall be deemed to be notification to the Contractor.
- (2) 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.
- (3) The contractor representative shall not be replaced except with the prior agreement of GoM to the choice of the successor.

3. The Responsibility of the Contractor to inform itself

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 GoM.

4. The Responsibility of the Contractor to inform GoM

- (1) The Contractor shall notify GoM as soon as possible of all things which in the opinion of the contractor appear to be deficiencies, omission, 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 GoM immediately whenever accidents (whether first aid only or involving lost time), incidents or near miss incidents occur. The contractor shall also notify GoM of any other incidents arising out of the performance of the contract which might affect the interests or other operations of GoM, or others.
- (3) The contractor shall notify GoM 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 GoM fully informed of the progress of the Services.

5. 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 the 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 GoM 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 GoM as a debt.
 - (6) 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.

6. Subcontracts

- (1) The Contractor shall ensure that the rights of GoM 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 Subcontract, then before the Contractor enters into any subcontract, GoM shall be given 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 GoM shall request or specify. The Contractor shall not enter into the proposed Subcontract until GoM has given its written consent to the proposed Subcontract.

- (3) No Subcontract shall bind or purport to bind GoM 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 GoM or its nominee if GoM gives written notice to the Subcontractor that it requires such an assignment if GoM 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 GoM.
- (4) The Contractor shall be responsible for all work, acts, defaults and breaches of duty of any Subcontractor or its employees or agents as full as if they were the work, acts, defaults or breaches of duty of the Contractor.
- (5) Where applicable the contractor shall ensure that appropriate Montserrat 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 GoM 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 GoM shall not be bound to make any further payment to the Contractor for that part of the Services until it is supplied.
- (8) Furthermore GoM may by the issue of a variation reduce the contract price by the amount not paid to such Subcontractor's, 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.

7. 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 GoM, provide additional or alternative competent persons.

- (2) The Contractor shall ensure that all contractor staff and sub-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 GoM;
 - (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 GoM to the member of the GoM's staff with responsibility for the location.
- (3) All monies or other items of value found by the contractor's staff 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) 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.
- (5) The contractor shall make its own arrangements for the engagement of personnel, local or otherwise.
- (6) 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 GoM, in its sole discretion, considers to be incompetent, to have acted in a manner prejudicial to GoM's best interests, to have failed to comply with GoM's safety or other rules or regulations, to have produced sub-standard work or whom GoM, in its sole discretion, wishes to be replaced for any other good reason. GoM shall not exercise this right frivolously or vexatiously.

- (7) 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 GoM so requests, to be submitted to GoM prior to the person being engaged in the services.

8. Control and Supervision of Contractor's Staff

- (1) The Contractor shall provide and maintain an office and shall notify GoM of its location. The Contractor's office shall be staffed by the Contractor with competent and responsible persons and shall be open during regular work days between 8:00 am and 4:00 pm, a telephone/fax/email line shall be provided by the Contractor to be used primarily for communication between the Contractor and GoM.
- (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 number 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 are 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 GoM which prevent or hinder, or which may prevent or hinder the contractor from complying with the contract. The provision 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 identity 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 work wear, including personal protective Equipment such as, but not limited to, overall, Protective Footwear and Gloves to the satisfaction of the GoM. Such uniforms and personal protective equipment to be worn by the Contractor's staff shall be provided, maintained and replaced as necessary by the Contractor and kept in a clean and hygienic condition.

9. 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 operative and those exercising supervisions. 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'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 staff. The Contractor shall provide a copy of the schedule to the Authorised Officer or his/her representative. This schedule should be submitted to the Authorised Officer before the schedule is affected.
- (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 any Taxes, Social Security Contributions, or Levies of any kind, related to or arising out of the employment of any person by the Contractor.

10. 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.

11. Schedule

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.

12. Gratuities

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 GoM in accordance with the provisions of the contract.

13. Equipment

- (1) The Contractor shall provide all equipment necessary for 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 GoM shall be under no liability in respect thereof.

14. 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, Natural Disaster, Boycotts or Strikes Limited to the workforce of, or provided by, the Contractor and/or Subcontractor s.

A Force Majeure occurrence shall not include the following: -

- (a) Breakdown of any item of Equipment used by the contractor or any Subcontractor;
- (a) 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 Government 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 seven (7) days of such occurrence the contractor shall request in writing that GoM initiate the procedure for a variation. If GoM agrees that the occurrence is a force majeure occurrence, then, as soon as practicable GoM shall authorise a variation. Such a 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.

15. 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 a breach of clause 16(l) herein the Contractor shall be responsible at its cost for the correction of any defective Services.
- (3) In the event of a breach of clause 16(1) herein then GoM shall notify the Contractor of the breach. Upon receipt of such notification from GoM the Contractor shall immediately carry out the contractor's responsibilities. Alternatively, GoM may undertake at its option any of the contractor's responsibilities under this clause 16 in which case GoM shall notify the Contractor of its intention and shall be entitled to recover from the Contractor all costs incurred by GoM in carrying out such responsibilities.

16. Termination

- (1) If the contractor shall have offered, or given, or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract, or any other Contract with GoM, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other contract with GoM, 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 GoM, 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 GoM, 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, GoM 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;
- (c) Has an application made to the court, under the insolvency legislation for the appointment of 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 holder of any debentures secured by a floating charge of any property compromised 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 entitles the court to make a winding-up order;

Then in any such circumstances GoM 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, GoM 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 GoM.

- (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 GoM 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 GoM resulting from or arising out of the termination of the Contractor's employment. Such loss or damage shall include the reasonable cost to GoM 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 GoM shall be recoverable as a debt, or alternatively, GoM, shall pay to the Contractor any balance shown as due to the Contractor .

17. Recovery of Sums Due to GoM

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to GoM the same may be deducted from sum then due or which at any time thereafter may become due to the Contractor under this Contract or any other Contract with GoM.

18. 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 notice. Each default and supplementary default notice will require the Contractor to remedy the service deficiency within a 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.
 - (i) Failure to properly collect, in compliance with the schedule, any solid waste within the zone of operation
 - (ii) Failure to transport and dispose of solid waste in the required manner and in accordance with the law
 - (iii) Failure to clear spillages
 - (iv) Failure to clear backlogs of waste
 - (v) Unsafe working practices
 - (vi) Misuse of vehicles and equipment
 - (vii) Overloading of vehicles
 - (viii) 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 pm on any working day, the contractor is to remedy each deficiency by 6:00 pm on the same day.
 - (b) In respect of each notification made to the contractor after 1:00 pm on any working day, the contractor is to remedy each deficiency by 1:00 pm 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 GoM may terminate the contract.

19. Financial Penalties

- (1) For the purposes of assessing whether Financial Penalties are recoverable by GoM from the Contractor the following method shall be used:

Each notice issued shall correspond to a deduction from the monthly payment to the Contractor as follows:

Type of Notice	Deduction from monthly payment for each such notice
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RECTIFICATION NOTICE	EC\$150.00
DEFAULT NOTICE	EC\$300.00
SUPPLEMENATARY DEFAULT NOTICE	EC\$500.00

20. Termination Due to Defaults in Performance

(1) In addition to the financial penalties associated with the issuing of any type of NOTICE, each NOTICE carries a points score as follows:

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

(2) In addition to the financial penalties which may be made under Clause 20 above, GoM may terminate a Contract if more than one hundred (100) default points are recorded against the Contractor in any four-week period. For the purpose of this condition a week shall be any seven (7) consecutive days. These termination provisions shall not apply during the four (4) weeks immediately following the commencement date.

21. Contract Payment

- (1) For the performance of the Services, GoM shall pay the contract price to the Contractor, at the times and in the manner specified in clause 24 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.

22. Fluctuations

- (1) The Contract price shall be reviewed on each anniversary of the commencement date (the review date) and any variable element of cost shall be increased or reduced through negotiation by the contractor and the GoM.
- (2) The Contractor shall keep records of any new or vacated premises to which a service is provided to assist with determining any fluctuations due to variations in population.

23. Taxes

- (1) The Contractor shall, in respect of this Contract, assume full and exclusive liability for payment of any taxes, duties, levies, charges and contributions of any nature whatsoever that are imposed by either: -
 - (a) The Government of Montserrat; 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) The Contractor hereby covenants and undertakes to defend, indemnify and hold harmless GoM 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 GoM suffers, incurs or is put to resulting from, or in any way connected with, any assessment or imposition, for which the Contractor is liable.

24. Terms of Payment

- (1) Invoices submitted by the contractor shall be in eastern Caribbean dollars (EC\$) 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 the way shall be rejected.
- (7) If GoM finds the invoice so submitted to be correctly prepared, adequately supported and in conformity with the requirements of the contract, then GoM shall within ten (10) working 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 GoM disputing any item of any invoice submitted by the contractor, GoM shall within five (5) days notify to the contractor of the item in dispute and shall specify its reasons for dispute. Payment in respect of such item in dispute shall be withheld until settlement of the dispute but all undisputed items of such invoice shall be paid in accordance with clause 25 (7) herein.

- (9) From any sum due to the Contractor under the Contract, GoM may deduct the amount of any sum which it in good faith regards as being owed by the contractor to GoM 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 GoM.

25. Audit Rights of GoM

- (1) GoM 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. GoM 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 26(1) and 26(2) herein are included in any Subcontract thereby providing GoM with the same rights to carry out audits of any Subcontractor as it has in respect of this Contract.

26. 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 GoM in the possession of the Contractor or any Subcontractor or at any site or other location.
- (2) The Contractor shall indemnify GoM against all costs and expenses of any nature whatsoever that it suffers, incurs or is put to by virtue of a breach of clause 27(1) herein.

27. 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.
- (2) All waste bins are the property of the GoM.

28. Limitation of Liability of the Contractor and GoM

- (1) GoM 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 29(i) herein.

29. Responsibilities and Indemnities

- (1) The Contractor shall be liable for and hereby indemnifies GoM 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 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 GoM or any of its respective employees and the Contractor shall not seek contribution from such person or persons for such reason.
- (2) The contractor shall indemnify and hold harmless GoM, 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.
- (3) In entering into the agreement contained in clause 30 hereof and in this clause 30 and only for that purpose each party contracts both on its own behalf and as agent on behalf of its employees and agent, its Subcontractors, and its Subcontractor 's employees and agents and also as trustee for the benefit of such persons. For the purposes of this clause 30, GoM's other Contractors shall not be regarded as agents of GoM.
- (4) In construing the foregoing provisions of this clause 30, 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.
- (5) If the contractor or any subcontractor does any services pursuant to the provisions of clause 16 headed responsibility for the services then the liabilities and indemnities provided for in this clause 30 shall, from the commencement of the services just referred to, revive and shall remain in force until the departure of the contractor and all its subcontractors

engaged thereon and the removal of all their goods and effects is complete, the reference in the said sub-clauses of this clause 30 to the services being, for the purposes of this sub-clause, taken to be references to services pursuant to the provisions of clause 16.

30. Insurance

- (1) The Contractor shall be responsible to maintain for the duration of the contract adequate health and accident insurance for its workers.
- (2) The Contractor shall maintain for the duration of the contract adequate vehicle insurance for owned, non-owned or hired motor vehicles, in accordance with the laws of Montserrat. This shall cover 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.
- (3) The Contractor shall be responsible for ensuring that its Subcontractors maintain such insurances where applicable as referred to above.
- (4) GoM shall have the right to inspect all policies of insurances provided for in the Contract and the receipts for the cw-rent premiums.
- (5) The Contractor is responsible for all costs associated with insurance, including but not limited to premiums, policy excesses and claims.
- (6) The Contractor shall notify GoM 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 GoM fully advised of all developments.

31. 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 GoM 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 whether in the possession of GoM, the Contractor, subcontractors or any other person. The Contractor hereby indemnifies GoM 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.

32. Customs Clearance/Duties

- (1) The Contractor shall be eligible for an Import Duty waiver on some collection vehicle plant parts procured by the Contractor for execution of the services. This waiver does not include consumables such as oils, lubricants, tyres etc. the Contractor is responsible for applying for such a waiver.
- (2) The Contractor shall be responsible for all other costs and all arrangements for procurement of equipment.

33. Disputes

The Contract shall be governed by and construed in accordance with the laws of Montserrat, and Montserratian Courts shall have jurisdiction over any dispute or difference which shall arise between the GoM or the Authorised Officer and the Contractor out of or in connection with this contract.

34. Service Goals

- (1) It is GoM's goal to promote and preserve the health of the people of Montserrat and improve the Aesthetics of the environment through the provision of effective, reliable, cost effective sustainable Solid Waste Management Services.

35. Basic Services

- (1) During the term of this contract the contractor shall collect, remove, transport and dispose of Solid Waste (except Biomedical Waste and Hazardous Waste) from Domestic Households, Public Places and Government Institutions in the zone of operation.
- (2) The Contractor shall only dispose of collected solid waste at the disposal site during the designated operational hours of that facility.
- (3) The Contractor will not under the terms of this contract be responsible for collection from industrial properties.
- (4) The Contractor shall not be required by GoM or any generator to collect Biomedical Waste or Hazardous Waste, (see clause 12). commercial or Industrial Generators of Biomedical or Hazardous Waste are responsible for the disposal of that waste, to the satisfaction of GoM

any discharge of Hazardous Waste shall be reported to GoM within two (2) hours, and it shall be the responsibility of GoM and/or the generator to promptly resolve safe management of the Hazardous Waste.

- (5) The Contractor 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 GoM. This includes but is not limited to the provision of solid waste collection vehicle(s) and safety and clothing and equipment.

36. Commissioning Period

- (1) The commissioning period comprises the twelve (12) 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 Contractor or other complaints.
- (3) During the commissioning period, the Contractor shall fully prepare for the performance for 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.

37. Generator Education and Compliance

- (1) The contractor shall be prepared to assist GoM to educate the generators in the zone of operation about the service and with the distribution of information about the rights and responsibilities of the generators.
- (2) Any additional cost to the contractor for the activities described in 4(i) above, are outside the bounds of this contract. Any additional costs will be decided upon through negotiation between GoM and the contractor prior to the onset of such activities.
- (3) In the case where household bins will be used, it is the responsibility of the contractor to instruct generators to place the bin at curb side or as close as practicable to collection vehicle routes by a specified time on the designates days of collection service.
- (4) 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 GoM the following working day. it is the Contractor's responsibility to remove all unauthorised, illegal or clandestine dumps of solid waste within the zone of operation.

38. Hours of Service

- (1) Except as otherwise provided herein, solid waste collections at the premises of generators shall not start before 6:00 am or continue after 7:00 pm (exclusive of morning and afternoon rush hours), unless the permission of the authorised person is sought in advance by the Contractor's representative, and written permission is given.

39. Holidays

- (1) If a public holiday occurs or falls on collection days, the collection ordinarily made on that day by the contractor will be made by the contractor on the following day.

40. Collection Containers

- (1) Bins are to be kept on the householder's premises and only brought out on the day of collection. The contractor has responsibility for informing the householder of the day of collection. Where used, cleaning and maintenance of household bins shall be the responsibility of the householder. the contractor has a responsibility for informing the household of the householder's responsibilities for the household bin which will include, but not limited to, where it is to be positioned, maintenance and cleaning, solid waste to be placed within the household bin.
- (2) Where community bins are used; generators are required to carry their own solid waste to the community bins. Where used, community bins shall be placed along the roadside, in suitable locations to allow access for the collection vehicle, at a maximum spacing of 200 metres apart. The contractor has a responsibility for informing the generators using this facility of the day of collection and the requirement to place solid waste within the community bin.
- (3) The contractor shall be responsible for regular cleaning and maintenance of all community bins provided under this contract. Community bins shall be washed and disinfected twice per month, and serviced to ensure they remain functional and do not become malodorous or unsightly.
- (4) The Contractor is free to market the sale of special bags for the containment of solid waste to generators. In no way shall any generator be required to buy such items from the contractor.

- (5) The Contractor may decline to collect any category of solid waste which does not form part of the service. The Contractor may also decline to collect any solid waste 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 solid waste was not collected, and provide GoM with a copy of the notice.
- (6) 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 GoM. If the Contractor fails to repair, restore or replace such damaged property within fifteen days of receipt of notice from GoM, GoM 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.

41. Public Bins

- (1) The Contractor is responsible for the collection and disposal of solid waste from all public bins in the zone of operation. The price of this service is to be included by the contractor in the Contract price.
- (2) Following a public event, e.g. a cricket match, festival or other such activities where a public bin is located the contractor will provide a collection service to that public bin the day immediately following the event, except when that day falls when the collection service will be the day following.
- (3) The Contractor will provide a collection service from all public bins located at public beaches in the zone of operation each Monday or Tuesday, except when one of these days falls when the collection service can take place on the Wednesday.
- (4) The frequency of collection from all public bins shall be at least once a week and high activity areas in communities at least twice per week.
- (5) The frequency of collection of solid waste from commercial places generating less than three (3) cubic metres shall be at least once a week.

42. 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.

42. 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 GoM from time to time.
- (2) For the collection of non-hazardous solid waste specialised collection vehicles or appropriate vehicles as authorized by the environmental health department shall be used. These are advised to have hydraulic multi-lift systems and must fully contain the waste, eliminating potential nuisance such as odours. Windblown litter and uncontrolled leakage, discharge, and shall possess compaction mechanisms for increasing payloads.
- (3) The contractor shall paint all vehicles used for the routine collection 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.
- (4) As vehicles and equipment become fully depredated or reach the end of their useful life, the contractor shall immediately purchase, rent, or lease vehicle and equipment to satisfy such requirements or replace such retired vehicle and equipment.
- (5) The contractor shall ensure that all vehicles are registered and operate in compliance with all applicable laws and regulations.
- (6) 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. Wash water must be appropriately disposed of and not discharged into the natural environment.
- (7) 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.
- (8) All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said vehicle and equipment shall be kept operable at all times, with an average fleet downtime of no more than twenty-five (25) percent. A sufficient supply of spare parts shall be kept on hand to ensure the timely and continuous fulfilment of this contract. 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.

- (10) All vehicles and equipment shall be operated by qualified and licensed operators.
- (11) All vehicles shall be sufficiently secure so as to prevent any spilling or littering of solid waste. No vehicles shall be wilfully overloaded.
- (12) 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.
- (13) 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 GoM. In addition, GoM shall have access to the vehicle logs upon demand.

43. Vehicles Routes and Logs

- (1) The contractor shall provide GoM 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 GoM with the new routes, and a justification for the changes, within one (1) 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 GoM. Generators who will be affected by the change must be notified at least one day prior to such change being effected. This change must be communicated via either a local broadcast medium or published.

44. Waste Disposal

- (1) GoM 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 waste only to the officially designated disposal site during its official hours of operation. No

dumping of solid waste shall be made to any other location whatsoever. 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 GoM and may result in the termination of the contract, revocation of the licence, and other punitive action prescribed by law.

45. Tipping Fees

- (1) At the commencement of the contract there will be no tipping fees at the existing dump sites. However, GoM may introduce tipping fees in the duration of the contract, and 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.

46. Service Additions and Deletions

- (1) The Service shall be extended to all new or addition generators, units and streets in the zone of operation immediately upon request by GoM or by the generator. The Contractor shall provide this extension within the Contract price. Any variation to the services will be 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.

47. Regulatory Framework

- (1) GoM shall implement the regulatory framework. GoM shall inspect generators for compliance with regulation regarding use of proper receptacles for solid waste storage, collection, disposal, littering, unauthorised dumping and management of hazardous wastes.


48. 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 be readily observed and their performance can be readily monitored. Uniforms shall be kept clean and in good condition and replenished as they become work or damaged, and on at least a semi-annual basis.

49. 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 its 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.

14.0 Appendix C - Contract Performance Report

 Ministry of Communication, Works, Labour & Energy							
CONTRACT PERFORMANCE REPORT							
GoM Contract Ref			Department			Document Ref. No.	
MoHSS			Ministry of Health & Social Services			MoHSS 01/2021	
Service/Item Code			Contractor & VDB No (if known)				
Solid Waste Collection							
Delivery Point / Project Location			Project & Contract Title				
			Solid Waste Collection				
Project Executing Officer			Project Assessing Officer			Assessment Grade	
						#DIV/0!	
Initial Project Objective			Project Objective Achieved			Variations Agreed	Remark No.
Scope			Scope				
No.	Deliverables	Quantity	No.	Deliverables	Quantity		
1		1	1		0		
2		1	2		0		
3		1	3		0		
4		1	4		0	NA	
5		1	5		0	NA	
6		1	6		0	NA	
Quality			Quality				
1		0	1		0	NA	
2		0	2		0	NA	
3		0	3		0	NA	
4			4				
5		0	5		0	NA	
6		0	6		0	NA	
Project Non-Conformances		0	Project Non-Conformances		0	NA	
Project Value (\$XCD)		\$ -	Project Value (\$XCD)		\$ -	NA	
Programme Time (weeks)		5	Programme Time (weeks)		5	NA	
PROJECT CLOSE OUT REPORT							

END