

ST LUCIA SOLID WASTE MANAGEMENT AUTHORITY

**SHORT TERM OPERATIONS AT
CICERON SOLID WASTE DISPOSAL SITE**

TENDER INVITATION

Letter of invitation
General description
Tender Acknowledgement

July 15, 1998

Dear Sir,

**SHORT TERM OPERATIONS AT CICERON WASTE DISPOSAL SITE
TENDER INVITATION**

Further to your pre-qualification submission, you are invited to submit a tender in respect of the above mentioned. The tender invitation document is enclosed, along with a general description of the nature, purpose and structure of this tender invitation.

You are requested to undertake the following actions:

- i. Formally acknowledge the safe receipt of these documents by completing and returning within five days the "Tender Acknowledgement letter" attached hereto. If you do not intend to submit a tender please advise SLSWMA to this effect, giving the reasons why you will not be tendering, and return all the documents intact.
- ii. Read Section A - "Instructions to Tenderers" of the attached document and complete Section B - "Form of Tender" which will be your formal tender. Please note that failure to supply all of the information requested in Section B may result in your tender being rejected.
- iii. Submit the original with one copy of your completed tender (Section B of the attached document), along with the Proposal Offer Letter which is attached within the document, by **9 a.m. on Monday, 24th August, 1998**. You should make and retain one copy for your own reference.
- iv. Attend a pre-bid meeting at Ciceron disposal site on Wednesday, July 29, 1998 at 10:00 am.

Following evaluation of the tender submissions, SLSWMA will advise you, whether you are required to participate any further in the tender process.

Yours faithfully,

ST. LUCIA SOLID WASTE MANAGEMENT AUTHORITY,

ALISON KING-JOSEPH,
General Manager

GENERAL DESCRIPTION OF THE TENDER

1. Aim

To assist SLSWMA in its objective to improve the short term level at the Ciceron Solid Waste Disposal Site to reduce environmental and public health impacts at a competitive cost when compared to existing services.

2. Execution

The anticipated start date is 1st August 1998 for an initial CONTRACT duration of 6 months. Thereafter, SLSWMA shall offer contract extensions for whatever period is deemed suitable until such time as the long term waste disposal strategy is finalised and the selection of a new disposal site is completed.

3. Appreciation

In order that tenderers understand the key considerations connected with this tender invitation, the following information is offered in order that prospective tenderers may better understand that requirement:

- (a) SLSWMA is aiming to improve the existing standards of waste disposal operations and is therefore seeking the services of a waste management contractor to provide all vehicles, equipment and labour necessary to efficiently provide the service.
- (b) The successful CONTRACTOR must have a proven track record in the waste disposal industry or related field.

4. Index

An index to the tender document contents appears in the first few pages of the document. The document comprises four sections:

- * - TENDER INVITATION, GENERAL DESCRIPTION and TENDER ACKNOWLEDGMENT - which you should return to SLSWMA.
- A - INSTRUCTIONS TO TENDERERS - with detailed procedures on handling the tender invitation.
- B - FORM OF TENDER - which contains detailed questionnaires for the tenderer to answer in response to the tender invitation, including a pricing schedule.
- * The prospective form of contract for a successful tender. This comprises the general form and conditions of contract. It is made up of 6 sections of which SECTION 3 provides a more detailed description of the expected scope of work.

This information is offered without obligation and should not be taken as any indication by SLSWMA as a guarantee of a requirement for SERVICES. Even if the Tenderer is awarded a CONTRACT, the details herein above shall not be made an express or implied term of any CONTRACT.

SOLID WASTE DISPOSAL - TENDER ACKNOWLEDGEMENT

To : The General Manager
St Lucia Solid Waste Management Authority
P.O. Box 709
Sans Souci
Castries
St Lucia
West Indies

Dear Madam

**SOLID WASTE DISPOSAL - CICERON
TENDER ACKNOWLEDGEMENT**

We acknowledge receipt of Tender Documents for the above.

We confirm :

1. Having received all of the documents listed.
- ii. Documents are in usable condition.
- iii. That we intend to submit a bona fide Tender by the date and time stated in your Letter of Invitation to Tender, unless we otherwise advise within five days of date collected.
- iv. That if we do not submit a Tender by the due date, or we are advised by SLSWMA that our Tender has been unsuccessful, we shall return all Tender Documents.

Signature :

Date :

Position :

Name and Registered Address of Company/Prospective Tenderer:

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SECTION A
INSTRUCTIONS TO TENDERERS

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1. PURPOSE OF INSTRUCTIONS

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

2. TENDER ACKNOWLEDGEMENT

- (1) Tenderers are required to complete the TENDER ACKNOWLEDGEMENT which is attached to the cover letter of this Tender Invitation and forward same within five (5) days of receipt of the Letter of Invitation to Tender accompanying the Tender Documents.
- (2) When Tender Documents are collected from SLSWMA's office, the TENDER ACKNOWLEDGEMENT is to be signed and completed when collecting the Tender.

3. REQUEST FOR FURTHER INFORMATION

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

4. SHAREHOLDING, JOINT VENTURE/PARTNERSHIPS AND ELIGIBILITY

- (1) (1) Tenderer's intentions regarding the submission of joint venture or contractor partnership arrangements (if any) must be clearly indicated in the space provided in the Tender Documents or in a letter accompanying the Tender. Certified assurances regarding the financial structure and standing of any such partner companies may be required by SLSWMA. Tenders by partnership shall disclose the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an AUTHORISED REPRESENTATIVE.
- (2) Eligibility to provide waste disposal services is limited to individuals, firms or joint

SOLID WASTE DISPOSAL - SECTION A - INSTRUCTIONS TO TENDERERS

ventures which are legally incorporated or have their principal place of business in St Lucia, and are more than 50% owned by a citizen(s) of St Lucia.

5. MARGINS OF PREFERENCE

- (1) In keeping with the policy of the Government of St. Lucia to decentralise services and to build the capacity of service providers nationally:

contracts are to be awarded preferably to prequalified companies or individuals located within their zone of operation; and equity for small contractors is to be ensured during this tendering process.

- (2) The following criteria are to be met by companies and individuals who propose to provide services within their zone of origin or operation, for entitlement to margins of preference that will be applied during the evaluation of tenders:

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

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

- (3) Certification as defined in (2) above must be submitted with the tender.

6. PREPARATION OF TENDERS

- (1) Prospective Tenderers who are in receipt of Tender Documents from SLSWMA and who subsequently decide not to submit a Tender, shall return all Tender Documents together with written notice prior to the Closing Date for Tenders.
- (2) Tenderers are required to complete and return all Sections of the Tender Documents which along with any annotations on accompanying material must be in the English Language.

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

7. RETURN OF TENDERS

- (1) The Closing Date and Time for receipt of Tenders is 0900 hours Monday on the date advised in the Letter of Invitation to Tender or the following working day if the Monday is a Public Holiday.
- (2) Tenders may be forwarded by Government post, courier service or delivered by hand.
- (3) Tenders forwarded by Government post or courier service must be addressed as follows:

The General Manager
St Lucia Solid Waste Management Authority
P.O. Box 709
Sans Souci
Castries
St Lucia
West Indies

SOLID WASTE DISPOSAL - SECTION A - INSTRUCTIONS TO TENDERERS

- (4) Tenders should be contained in separate sealed plain envelopes or packages and marked:

"CONFIDENTIAL" : Attention, General Manager, SLSWMA
Tender For : SOLID WASTE DISPOSAL

- (5) There must be no other mark on the envelope or package, except SLSWMA'S name and address. Any envelope or package indicating the name of the Tenderer may be rejected.
- (6) Tenders received later than the Closing Date and Time stated will be rejected, notwithstanding the means of delivery to SLSWMA.
- (7) Except under exceptional circumstances no extension of the time and date by which Tenders must be submitted will be granted.
- (8) Tenders may be withdrawn by written or faxed requests only, which must be received by SLSWMA at the address indicated in Clause 6(3) hereof and prior to the Closing Date for receipt of Tenders.
- (9) Tenderers shall retain a photocopy of the Tender Documents.

8. CONSIDERATION OF TENDERS

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

9. ACCEPTANCE OF TENDERS

- (1) SLSWMA does not undertake to accept the lowest, or any part, or all of any Tender, and may accept a Tender in part or in whole at its sole discretion.
- (2) The successful Tenderer (if any) will be required to enter into a formal Contract with SLSWMA which will be on the same terms and subject to the same conditions as are contained in the Tender Documents, subject to any modification as SLSWMA may in its sole discretion consider necessary, including that arising from further information

requested and provided in accordance with Clause 3 or 8 hereof. Such formal Contract shall be made in accordance with the FORM OF AGREEMENT included under cover of

SOLID WASTE DISPOSAL - SECTION A - INSTRUCTIONS TO TENDERERS

the Tender Documents.

- (3) The successful Tenderer will be required to enter into a Contract with SLSWMA in the same business name as that in which its Tender was submitted.
- (4) All Tender Documents in the possession of Tenderers, other than the successful Tenderer must be returned to SLSWMA within five (5) days after notice from SLSWMA that their Tender has been unsuccessful.
- (5) In the event that a second round of tendering is required, Tenderers who were unsuccessful with their initial proposals may not be invited to participate in any subsequent re-tendering for this contract.

SECTION B

TENDER

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

Madam,

PROPOSAL OFFER - SOLID WASTE DISPOSAL AT CICERON SITE

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

Signature :dated this day of.....1998

Name :

Position Held :

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

2. TENDER APPENDICES

1. The Tenderer is requested to complete the following Appendices and is advised that failure to do so may result in its Tender being rejected.
2. In the event of award of CONTRACT the Tenderer is advised that at SLSWMA'S sole discretion some or all of these Appendices will form part of the CONTRACT.

APPENDIX 1 - BUSINESS STRUCTURE

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

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

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(ii) The tenderer's place of incorporation:

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

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

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(v) The identity and place of incorporation of the tenderer's parent company, if any:

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(vi) A copy of the tenderer's latest audited accounts

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

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

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APPENDIX 2 - STATEMENT OF RESOURCES

1. The Tenderer shall include hereinafter details of its resources and capability to perform the WORK.
2. Information shall be provided within the relevant tables, or on separate pages where requested. Failure to provide all of the information requested may result in the tender being rejected.
3. The categories of information requested are as follows:

2-I	Experience
	(A) Relevant Experience
	(B) Other Experience
2-II	Subcontracting
2-III	Organisation
2-IV	Key Personnel
2-V	Personnel
2-VI	Equipment Specifications
	(A) Existing Equipment
	(B) Proposed Equipment
2-VII	Office/Facilities/Workshop

APPENDIX 2-1(A) RELEVANT EXPERIENCE

Information on Current Contractual Commitments and Relevant Experience

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

APPENDIX 2-1(A) RELEVANT EXPERIENCE

Information on Other Current Contractual Commitments and Previous Experience

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

APPENDIX 2-I (B) OTHER EXPERIENCE

Information on Other Current Contractual Commitments and Previous Experience

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

APPENDIX 2-I (B) OTHER EXPERIENCE

Information on Other Current Contractual Commitments and Previous Experience

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

APPENDIX 2-II SUBCONTRACTORS

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

NAME AND ADDRESS OF SUBCONTRACTOR	NATURE OF ACTIVITY SUBCONTRACTED

APPENDIX 2-III ORGANISATION

1. Tenderer shall provide an Organisation Chart, on a separate sheet of paper, for undertaking the Scope of Work, and should detail the following:
 - (i) names of senior management of the tenderer,
 - (ii) the key positions and description of functions in the execution of the proposed SERVICES.

APPENDIX 2-IV KEY PERSONNEL

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

- 2. The tenderer shall specify, in the space provided below, the academic or other qualifications and experience considered necessary of the personnel to fill the key positions:

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APPENDIX 2-V PERSONNEL

1. The Tenderer shall list, in the table provided, all the personnel required to fulfil the CONTRACTOR’S obligations in the event of the award of the CONTRACT.

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

APPENDIX 2-VI (A) EQUIPMENT SPECIFICATIONS

Tenderer shall detail, within the table provided, the equipment currently available to fulfil the CONTRACTOR'S obligations in the event of award of CONTRACT.

DESCRIPTION	MAKE (including year of manufacture)	MODEL	CONDITION	OWNERSHIP (state who owns the equipment)

APPENDIX 2-VI(B) PROPOSED EQUIPMENT

(1) Tenderers shall detail, within the table provided, the equipment to be procured in the event of award of CONTRACT.

DESCRIPTION	MAKE (including year of manufacture)	MODEL	TO BE PURCHASE D OR HIRED	OBTAINED FROM WHERE	HOW FINANCED	MOBILISATION PERIOD

APPENDIX 2-VII OFFICE/FACILITIES/WORKSHOP

1. Tenderer shall supply, below, details and location of its office, workshop and any other facilities which are proposed to be utilised in connection with the proposed contract.

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APPENDIX 3 HEALTH , SAFETY AND ENVIRONMENT

1. The tenderer shall provide answers to the following questions concerning health, safety and environment on a separate sheet of paper.
2. Please ensure that the answers are carefully numbered to correspond with the relevant question. In cases where you are asked to provide a particular document and cannot comply, please explain why.

A) HEALTH, AND SAFETY POLICY

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

If so, please supply a copy.

- (ii) Supply a schedule detailing the type and frequency of medical check-ups to be performed on the personnel who will be providing the SERVICES under a prospective CONTRACT which might ensue from this tender.

B) SAFETY STANDARDS

- (i) Do you have any existing emergency procedures? If so, please supply a copy.
- (ii) What safety equipment is supplied to your employees? Who pays for it? When is it replaced?

C) SAFETY PERFORMANCE

- (i) State how many of the following types of accidents you reported in the last twelve months
 - a) Fatal accidents
 - b) Serious accidents leading to partial or total disabilities
 - c) Minor accidents
 - d) Near misses

D) SAFETY TARGETS

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

E) SAFETY INSPECTIONS AND AUDITS

- (i) Do you conduct regular safety audits or inspections? If so, state how often they are performed, who does them and provide a copy of a typical report.
- (ii) How do you make sure that findings are acted upon?

F) SAFETY TRAINING

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

G) ACCIDENT INVESTIGATION

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

If you have a written procedure, please supply a copy, otherwise please provide a description of the process.
- (ii) Do you record near misses?

H) EFFECTIVE MOTIVATION AND COMMUNICATION

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

APPENDIX 4 METHODOLOGY STATEMENT

1. The tenderer shall provide, on a separate sheet of paper(s), a methodology statement which should broadly detail their approach to the CONTRACT.

If the Tenderer has also made an alternative proposal, the tenderer shall provide a separate methodology statement, broadly detailing their approach to the CONTRACT, all in compliance with Clause 6 (9) of the Instructions to Tenderers.

2. Any deviations or variations from the proposed approach as detailed in Section 4 - SPECIFICATIONS OF WORK should be expanded upon.

APPENDIX 5 PAYMENT DETAILS

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

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

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(b) Name of Bank:

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(c) Address of Bank:

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(d) Account Name:

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APPENDIX 6 CONTRACT PRICE

- (1) Tenderer shall detail the proposed CONTRACT PRICE (EC\$/Month) for the initial 12 months of (applicable if CONTRACT extensions are offered) operation for the required SERVICES. The title of this appendix reflects the intent, that if the tenderers' offer is accepted this Appendix to the Form of Tender will be incorporated into the CONTRACT.
- (2) The Tenderer may **in addition** make an **alternative** proposal if it believes this would be beneficial to the SLSWMA, in accordance with Clause 6 (9) in the Instructions to Tenderers.
- (3) The CONTRACT PRICE (EC\$/Month) shall be reviewed each anniversary of the COMMENCEMENT DATE, on the REVIEW DATE and shall be increased or reduced by a percentage equivalent to the percentage increase or reduction (if any) on the variable elements, shown by the Consumer Price Index since the COMMENCEMENT DATE and such increase or decrease shall take effect in respect of the twelve-month period commencing on the REVIEW DATE.
- (4) The CONTRACT PRICE is EC\$...../month.
- (5) The CONTRACT PRICE shall be the full compensation for fulfilling all obligations and liabilities of the CONTRACTOR in performance of the CONTRACT including, but not limited to, the following:
 - i. All the CONTRACTOR'S capital expenditure relating to the purchase of any plant and equipment.
 - ii. All cost of any duties, taxes and contributions raised by law or regulations arising from the performance of the SERVICES including, but not limited, to personal income tax, workmen compensation insurance, employer's liability insurance, welfare funds, pension funds, annuities and disability insurance;
 - iii. All costs of the CONTRACTOR'S standard employee benefits, including salary, overtime, leave pay, sick leave with pay, retirement funds, health and life insurance, bonus programmes, profit sharing schemes and share purchase schemes;
 - iv. All the CONTRACTOR's direct and indirect expenses incurred including but not limited to travel, subsistence and accommodation, mobilisation and demobilisation, printing and reprographic, computing costs, telephone, facsimile, and telex and the procurement of visas and travel documents;
 - v. All the CONTRACTOR'S other direct and indirect costs, including all contributions to overheads, administration and profit;
 - vi. All PERSONNEL related costs including computing, word processing, secretarial, clerical

and administrative costs;

vii. Any other costs not specifically mentioned above or not specifically excluded by any of the foregoing part of the CONTRACT.

(6) The tenderer shall complete the following table which details the individual components of the EC\$/month costs. This information will be of assistance when determining the increase in the variable price elements for any extension period.

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

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

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APPENDIX 7 - PERFORMANCE BOND / BANK GUARANTEE

1. The successful tenderer will be required to provide SLSWMA with a Performance Bond or Bank Guarantee to the value of one month of the CONTRACT PRICE to ensure that the CONTRACTOR shall perform all of its obligations and liabilities contained in, and in accordance with, the CONTRACT.
2. The Contractor shall obtain and provide to SLSWMA such Performance Bond and Bank Guarantee with 28 days after receipt of the Letter of Acceptance.
3. The institution providing such Performance Bond or Bank Guarantee shall be subject to the approval of SLSWMA.
4. SLSWMA will only make a claim under the Bond or Guarantee if the CONTRACTOR fails to perform any of its obligations or to fulfil any liability arising out of, or in connection with the CONTRACT.
5. Bonds or Guarantees shall be governed by, and in accordance with St Lucian law and all parties shall agree to subject any disputes which may arise in connection with the Bond or Guarantee to the jurisdiction of the courts of St Lucia.

St LUCIA SOLID WASTE MANAGEMENT AUTHORITY

SOLID WASTE DISPOSAL

SHORT-TERM OPERATIONS

AT THE CICERON DISPOSAL SITE

SHORT TERM OPERATIONS
AT
CICERON SOLID WASTE DISPOSAL SITE

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2	General Conditions of Contract
3	Specifications of Service and Addenda
4	Contract Price
5	The Contractor's Tender
6	Performance Bond/Bank Guarantee

SECTION 1
AGREEMENT

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

BETWEEN:

ST LUCIA SOLID WASTE MANAGEMENT AUTHORITY hereafter referred to as SLSWMA

AND :

having its registered office at:

.....
.....

(hereinafter called the "CONTRACTOR")

WHEREAS

SLSWMA wishes to obtain a comprehensive solid waste disposal service at the Ciceron Waste Disposal Site and the CONTRACTOR is willing to provide the same on the terms of this Agreement.

NOW THIS AGREEMENT WITNESSES as follows:

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

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

- (1) AGREEMENT
- (2) GENERAL CONDITIONS OF CONTRACT
- (3) SPECIFICATION OF SERVICE
- (4) CONTRACT PRICE
- (5) THE CONTRACTOR'S TENDER
- (6) PERFORMANCE BOND / BANK GUARANTEE

ARTICLE 3 - The CONTRACT Reference Number of this CONTRACT is WD01.

- ARTICLE 4 - In consideration of the CONTRACTOR performing the CONTRACT, SLSWMA shall pay the CONTRACTOR the CONTRACT PRICE ascertained in accordance with the provisions contained in the CONTRACT.
- ARTICLE 5 - In consideration of the payment provided for under the CONTRACT the CONTRACTOR shall perform the CONTRACT in conformity in all respects with the provisions of the CONTRACT.
- ARTICLE 6 - This CONTRACT shall come into force or be deemed to have come into force and be legally binding as from the COMMENCEMENT DATE.
- The period of this CONTRACT shall be 6 months from the COMMENCEMENT DATE which shall be the COMPLETION DATE unless the CONTRACT is otherwise extended or terminated.
- ARTICLE 7 - SLSWMA shall have the option to extend the CONTRACT, with the agreement of the CONTRACTOR. CONTRACT EXTENSIONS will be for six (6) month periods. The CONTRACT EXTENSION will operate under the same terms and conditions of this CONTRACT.
- ARTICLE 8 - The CONTRACTOR will be responsible for all capital and operational costs for providing the SERVICE and shall invoice SLSWMA on a monthly basis.
- ARTICLE 9 - The CONTRACTOR shall not assign any of its rights, duties or obligations under the CONTRACT without SLSWMA's express written consent.
- ARTICLE 10 - CONTRACT VARIATION

The AUTHORISED OFFICER shall be entitled to issue to the CONTRACTOR instructions in writing in relation to all or any of the following:

- a) to provide the SERVICES or any part thereof in such manner as the AUTHORISED OFFICER may reasonably require providing that a requirement to provide the SERVICES to the CONTRACT STANDARD shall not be a VARIATION;
- b) to provide such services additional to the SERVICES including additional or substituted sites as the AUTHORISED OFFICER may reasonably require providing that such additional services shall be the same as or similar to the SERVICES;

- c) to vary permanently the SERVICES or any part thereof to be provided at the SITE.

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

- (3) where the VARIATION is of a similar character to and is executed under similar conditions to the SERVICES the rates and prices for the work contained in the DAYWORKS SCHEDULE or CONTRACT PRICE shall determine the valuation;
- (c) where the VARIATION is not of a similar character to and is not executed under similar conditions to the SERVICES the valuation shall be made at fair prices and rates having due regard where applicable to the rates and prices contained in the DAYWORKS SCHEDULE or CONTRACT PRICE.
- (4) The CONTRACTOR shall not make any VARIATION without an instruction from the AUTHORISED OFFICER.

ARTICLE 11 - CONTRACT TERMINATION

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

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

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

ARTICLE 12 - NOTICES

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

delivery, or by fax transmission at the address of the receiving party set out below.

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

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

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

A notice shall be deemed to have been served upon receipt of the same by the receiving party unless receipt takes place after 4.30 p.m. on any day or on any weekend or public holiday in the place of receipt in which case the notice shall be deemed to have been served at 9 a.m. on the following working day.

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

ARTICLE 13 - CORRESPONDENCE

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

All communications shall be clearly marked for the attention of the AUTHORISED OFFICER/COMPANY REPRESENTATIVE as the case may be. All faxes shall be confirmed by immediately sending a copy to the addressee by letter.

ARTICLE 14 - AUDITED ACCOUNTS/FINANCIAL STATEMENTS

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

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

SIGNED :

POSITION HELD :

DATE :1999

CONTRACTOR :

PLACE SIGNED : Castries, St Lucia

SIGNED :

POSITION HELD :

DATE :1999

CLIENT : SLSWMA

PLACE SIGNED : Castries, St Lucia.

SOLID WASTE DISPOSAL
SECTION 2
GENERAL CONDITIONS OF CONTRACT

SECTION 2**INDEX**

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1. DEFINITIONS

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

- (i) "AGREEMENT" means the document signed by SLSWMA and the CONTRACTOR which provides the authorisation and specifications for the CONTRACTOR to perform the SERVICES as set out in these documents.
- (ii) "AUTHORISED OFFICER" means the person from time to time designated by SLSWMA to have the duties, rights and obligations outlined in Clause 3 hereof.
- (iii) "BAGS" mean plastic or nylon sacks designed to contain SOLID WASTE with sufficient wall strength to maintain physical integrity of the sack when lifted by the opening. Total weight of a BAG should not exceed 15 kilograms.
- (iv) "BULK WASTE" means large appliances, machines, furniture, and other SOLID WASTE (other than CONSTRUCTION or DEMOLITION DEBRIS or dead animals), with weights or volumes greater than those allowed for BAGS, BUNDLED WASTE or WASTE CONTAINERS.
- (v) "BUNDLED WASTE" means tree parts, shrubs, brush trimmings, cartons or other SOLID WASTE securely tied as a package not exceeding 1 meter in length or 15kg in weight.
- (vi) "BUND WALLS" means the walls constructed around the TIPPING CELL within the SITE. They may be constructed from inert material such as clay and sand, or solid waste capped off with a minimum of 50 cm of inert material.
- (vii) "CELL METHOD" means the waste disposal technique which involves the deposition of waste within pre-constructed banded areas which encourages the practice of progressive filling and restoration.
- (viii) "COMMENCEMENT DATE" means the day when the SERVICES start.
- (ix) "COMPLETION DATE" means the date on which the SERVICES are required to have been completed in accordance with the CONTRACT, and in relation to a term CONTRACT means the end of that contract.
- (x) "CONDITIONS" means these CONDITIONS OF CONTRACT.
- (xi) "CONTRACTOR" means the Company which has signed the AGREEMENT for the provision of the SERVICES listed herein.
- (xii) "CONTRACT" means the AGREEMENT and the several documents listed therein.

- (xiii) "CONTRACT PRICE" means the sum or sums to be ascertained and paid in accordance with the provisions of the CONTRACT.
- (xiv) "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.
- (xv) "CONTRACTOR STAFF" means all personnel specifically designated by the CONTRACTOR'S REPRESENTATIVE to be responsible for delivering SERVICES under this CONTRACT.
- (xvi) "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.
- (xvii) "DEFAULT NOTICE" means written NOTICE from SLSWMA to the CONTRACTOR that there has been a default in performance of the SERVICES required under this CONTRACT.
- (xviii) "DEMOLITION WASTE" means waste building materials resulting from construction, remodelling, repair, or demolition operations with volumes greater than those allowed for BAGS, BUNDLE WASTE or WASTEBINS.
- (xix) "EQUIPMENT" means any consumables, equipment, facilities, implements, and plant or other things required or necessary for the satisfactory performance of the SERVICES.
- (xx) "FINANCIAL PENALTY" means penalties to be paid by the CONTRACTOR to SLSWMA, through adjustments in payments by SLSWMA to the CONTRACTOR or otherwise, upon issuance by SLSWMA of a DEFAULT NOTICE.
- (xxi) "FORCE MAJEURE" means an occurrence beyond the control and without the fault or negligence of the party affected.
- (xxii) "HAZARDOUS WASTE" means waste which is toxic, flammable, corrosive, radioactive, explosive or otherwise dangerous and shall also include contaminated food, ship generated waste, motor oil, diesel fuel, gasoline, paint, solvents, batteries, pesticides, infectious or otherwise hazardous medical wastes from hospitals and clinics, metallic and/or oily sludges, and asbestos materials.
- (xxiii) "MONTH" means all the calendar days of the month.
- (xxiv) "PERFORMANCE BOND" means a bond or BANK GUARANTEE that ensures compensation to SLSWMA in the event that it must assume the obligations and/or duties of the CONTRACTOR in order to continue the SERVICES as defined by this CONTRACT.

- (xxv) "RECYCLING" means the process of sorting, collecting and turning used materials into new products by reprocessing or re-manufacturing.
- (xxvi) "REGULATORY FRAMEWORK" means any laws, regulations, decrees and policies officially developed and approved by the government, including the local, provincial and central government, for the purposes of regulating SOLID WASTE generation, collection, transport, recycling, reuse, treatment, and disposal. A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.
- (xxvii) "REVIEW DATE" means each anniversary of the COMMENCEMENT DATE. On the REVIEW DATE the CONTRACT PRICE is reviewed and revised in line with the Consumer Price Index on the variable elements of the CONTRACT PRICE.
- (xxviii) "SAFETY REGULATION" means any applicable safety law or regulation or any documented safety requirements notified to the CONTRACTOR by SLSWMA. In the event of any conflict between the aforesaid and the safety regulations of the CONTRACTOR or the specifications of an equipment manufacturer, the conflict shall be referred to SLSWMA for resolution although in the immediate instance the stricter standard shall apply.
- (xxix) "SCHEDULE" means the SCHEDULE prepared by the CONTRACTOR to achieve the expeditious and efficient performance of the SERVICE.
- (xxx) "SERVICES" means all things to be created under the CONTRACT including all things to be done by the CONTRACTOR in accordance with the CONTRACT.
- (xxxi) "SITE" means the designated location for the disposal of SOLID WASTE as referred to herein, where the SERVICES are to be performed by the CONTRACTOR.
- (xxxii) "SLSWMA" means Saint Lucia Solid Waste Management Authority.
- (xxxiii) "SLSWMA STAFF" means all personnel specifically designated by SLSWMA'S AUTHORISED OFFICER to be responsible for assuring proper delivery of SERVICES under this CONTRACT, including contract administrative personnel, supervisors, and health inspectors working for SLSWMA, as well as police working on behalf of SLSWMA.
- (xxxiv) "SOLID WASTE" means all waste material generated by households, institutions, commercial establishments, and industries and discharged from their premises for collection; all litter and clandestine piles of such wastes; and includes street litter, street sweepings, drain cleanings, and other waste materials, except HAZARDOUS WASTE.

- (xxxv) "SUBCONTRACT" means any CONTRACT between the CONTRACTOR and any party (other than SLSWMA or the CONTRACTOR'S employees) for the performance of any part of the SERVICES.
- (xxxvi) "SUBCONTRACTOR" means any party (other than the CONTRACTOR) to a SUBCONTRACT.
- (xxxvii) "TERMINATION" means termination of the CONTRACT by SLSWMA under the circumstances specified in the CONTRACT.
- (xxxviii) "TIPPING CELL" means the constructed area within the SITE which enables wastes to be deposited in a controlled manner.
- (xxxix) "TIPPING FEES" mean fees levied, on a weight basis, on the waste generators and/or collection contractors for the use of the disposal facilities.
- (xl) "VARIATION" means any alteration to the SERVICES.
- (xli) "WEEK" means 7 consecutive days starting on Monday and ending on the following Sunday.

2. INTERPRETATION OF THE CONTRACT

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

3. AUTHORISED OFFICER

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

4. CONTRACTOR REPRESENTATIVE

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

his delegated authority shall be as if from the CONTRACTOR REPRESENTATIVE.

- (3) Only the CONTRACTOR REPRESENTATIVE or his nominated deputy is authorised to receive, on behalf of the CONTRACTOR, notifications, information and decisions of SLSWMA made under the provisions of the CONTRACT and notification to the CONTRACTOR REPRESENTATIVE shall be deemed to be notification to the CONTRACTOR.
- (4) While the SERVICES are being performed the CONTRACTOR REPRESENTATIVE or his nominated deputy shall be readily available to discharge his responsibilities in accordance with the CONTRACT.
- (5) The CONTRACTOR REPRESENTATIVE shall not be replaced except with the prior agreement of SLSWMA to the choice of a successor.

5. THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ITSELF

- (1) The CONTRACTOR agrees that the CONTRACTOR has visited the SITE 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 SCHEDULE OF PRICES. Any failure by the CONTRACTOR to take account of matters which affect the SERVICES shall not relieve the CONTRACTOR from its obligations under the CONTRACT, nor entitle it to claim against SLSWMA.

6. THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM SLSWMA

- (1) The CONTRACTOR shall notify SLSWMA as soon as possible of all things which in the opinion of the CONTRACTOR appear to be deficiencies, omissions, contradictions or ambiguities or conflicts with applicable law in the CONTRACT. The AUTHORISED OFFICER will review these items and issue the necessary instructions before the CONTRACTOR proceeds with any part of the SERVICES affected.
- (2) The CONTRACTOR shall notify SLSWMA immediately whenever accidents (whether first aid only or involving lost time), incidents or near miss incidents occur. The CONTRACTOR shall also notify SLSWMA of any other incidents arising out of the performance of the CONTRACT which might affect the interests or other operations of SLSWMA.

- (3) The CONTRACTOR shall notify SLSWMA immediately of any impending or actual stoppages of SERVICES, industrial disputes or other matters affecting or likely to affect the performance of the CONTRACT or lead to a delay in the time schedule referred to in Clause 13 hereof.
- (4) The CONTRACTOR shall keep SLSWMA fully informed of the progress of the SERVICES.

7. CONTRACTOR'S OBLIGATIONS

- (1) During the CONTRACT PERIOD the CONTRACTOR shall upon and subject to the terms of the CONTRACT with due care and diligence provide the SERVICES in a proper, skilful and workmanlike manner, to the CONTRACT STANDARD, in accordance with the written instructions and to the entire satisfaction of the AUTHORISED OFFICER.
- (2) Should the CONTRACTOR require any further instruction or information in connection with the performance of the SERVICES, the CONTRACTOR shall make a written application for the same to the AUTHORISED OFFICER in which the requirement is stated in adequate detail. Such application shall be made on a date which, having regard to the date upon which the CONTRACTOR reasonably needs the same for or in connection with the performance of the SERVICE, 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 STAFF 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 and materials used or proposed to be used in connection with the performance of the SERVICES for the purpose of ensuring that such EQUIPMENT and materials meet the requirements of the Specification and relevant statutory requirements.
- (4) In the event of the CONTRACTOR being unable to perform the SERVICES or any part thereof, the CONTRACTOR shall immediately inform the AUTHORISED OFFICER giving details of the circumstances, reasons, likely duration, and any action taken to rectify the situation. Nothing in this condition shall in any way alter, modify, relieve or in any way vary the CONTRACTOR's obligation to provide the SERVICES.
- (5) If the CONTRACTOR fails to provide the SERVICES or any part thereof with due diligence or in a proper, skilful and workmanlike manner, or to the CONTRACT STANDARD and to the entire satisfaction of the AUTHORISED OFFICER, the SLSWMA may itself provide or may employ and pay other persons to provide the SERVICES or any part thereof and all costs incurred thereby may be deducted from any sums due or to become due to the CONTRACTOR under the CONTRACT and shall be recoverable from the CONTRACTOR by the SLSWMA as a debt.
- (6) The CONTRACTOR shall provide to the AUTHORISED OFFICER a copy of each year's audited accounts within six months of the relevant accounting reference date. In the event that the CONTRACTOR fails to provide accounts in accordance with this Condition then, without prejudice to any other rights or remedies available to the SLSWMA, the AUTHORISED OFFICER or such persons as may from time to time be nominated by the AUTHORISED OFFICER shall be given access to all and any accounting documents and information in the possession, custody or control of the CONTRACTOR.

8. SUBCONTRACTS

- (1) The CONTRACTOR shall ensure that the rights of SLSWMA and the requirements in the CONTRACT regarding SUBCONTRACTORS are effectively provided for in any SUBCONTRACT.
- (2) The CONTRACTOR shall not SUBCONTRACT the whole or the majority of the SERVICES but where a SUBCONTRACT is provided for in the CONTRACT or where the CONTRACTOR wishes to enter into a SUBCONTRACT, then before the CONTRACTOR enters into any SUBCONTRACT, SLSWMA shall be given an adequate opportunity to review the form of the SUBCONTRACT, the choice of the SUBCONTRACTOR, the part of the SERVICES which shall be covered under the SUBCONTRACT, and any other details SLSWMA shall request or specify. The CONTRACTOR shall not enter into the proposed SUBCONTRACT until SLSWMA has given its written consent to the proposed SUBCONTRACT.

- (3) No SUBCONTRACT shall bind or purport to bind SLSWMA and each SUBCONTRACT shall provide for its immediate termination in the event of termination of the CONTRACT or suspension in the event of suspension of the SERVICES. Each SUBCONTRACT shall provide that it shall be assigned to SLSWMA or its nominee if SLSWMA gives written notice to the SUBCONTRACTOR that it requires such an assignment if SLSWMA terminates the CONTRACT. Unless such an assignment takes place the SUBCONTRACTOR shall only be responsible to the CONTRACTOR, who shall in turn be responsible to SLSWMA.
- (4) The CONTRACTOR shall be responsible for all work, acts, defaults and breaches of duty of any SUBCONTRACTOR or its employees or agents as fully as if they were the work, acts, defaults or breaches of duty of the CONTRACTOR.
- (5) Where applicable the CONTRACTOR shall ensure that appropriate St Lucian organisations and suppliers are given full and fair opportunity to tender for the supply of goods and SERVICES.
- (6) The CONTRACTOR agrees that it shall furnish to SLSWMA, if requested, satisfactory evidence that all SUBCONTRACTORS (including suppliers to the CONTRACTOR) have been paid on time and in full for work done or goods supplied in connection with the performance of the SERVICES.
- (7) If such satisfactory evidence is not supplied then SLSWMA shall not be bound to make any further payment to the CONTRACTOR for that part of the SERVICES until it is supplied.
- (8) Furthermore SLSWMA may by the issue of a VARIATION reduce the CONTRACT PRICE by the amount not paid to such SUBCONTRACTORS, and may then make such payment directly to such SUBCONTRACTORS. Such direct payment to SUBCONTRACTORS shall be deemed to be payment under the CONTRACT and the CONTRACTOR shall have no further entitlement to such amount.

9. PERSONNEL OF THE CONTRACTOR AND SUBCONTRACTORS

- (1) The CONTRACTOR warrants that it has and will throughout the CONTRACT have the experience and capability including sufficient and competent supervisors and other personnel to efficiently and expeditiously perform the SERVICES. If in the opinion of the AUTHORISED OFFICER there is any inadequacy in the number or competence of persons engaged in performing the SERVICES, then the CONTRACTOR shall on request, at no extra cost to SLSWMA provide additional or alternative competent persons.
- (2) The CONTRACTOR shall ensure that every person so employed under the CONTRACT is 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 SLSWMA;
 - (d) All relevant rules, procedures and statutory requirements concerning health and safety at work paying particular attention to the Employees (Occupational Health and Safety) Act 1985 (Act no. 10 of 1985);
 - (e) Fire risks and fire precautions;
 - (f) The need to maintain the highest standards of hygiene, courtesy and consideration; and
 - (g) The need to recognise situations which may involve any actual or potential danger of personal injury to any person at any location, and where possible, without personal risk, to make safe such situations, and forthwith to report such situations to the AUTHORISED OFFICER and where the location belongs to the SLSWMA to the member of the SLSWMA's staff with responsibility for the location.
- (3) All monies or other items of value found by the CONTRACTOR's employees at any location other than the premises of the CONTRACTOR, shall be handed to the AUTHORISED OFFICER or his/her representative as soon as possible and a written receipt obtained thereof.
 - (4) The AUTHORISED OFFICER shall be entitled but not unreasonably or vexatiously to require the CONTRACTOR, by notice in writing, to remove from the provision of the SERVICES any employee of the CONTRACTOR specified in such notice including the CONTRACTOR'S REPRESENTATIVE. The CONTRACTOR shall forthwith remove such employee from the provision of the SERVICES and shall immediately provide a replacement if necessary.
 - (5) The SLSWMA shall in no circumstances be liable either to the CONTRACTOR or to the employee in respect of any liability, loss or damage occasioned by such removal and the CONTRACTOR shall fully indemnify the SLSWMA against any claim made by such employee.
 - (6) The CONTRACTOR shall ensure that all employees engaged in the provision of the SERVICE shall be of good character. The CONTRACTOR shall disclose to the AUTHORISED OFFICER the names and addresses and sufficient information to enable proper checks to be made and as appropriate of its employees engaged in and about the provision of the SERVICES and the SLSWMA may require such employees to be removed from the provision of the SERVICE.

- (7) The CONTRACTOR shall immediately inform all relevant trade unions representing the CONTRACTOR's workforce of the award of the CONTRACT and Commencement Date and shall confirm compliance with this condition in writing to the AUTHORISED OFFICER.
- (8) 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.
- (9) The CONTRACTOR shall make its own arrangements for the engagement of personnel, local or otherwise, and save in so far as the CONTRACT otherwise provides, for their transport, housing, maintenance, payment, board and lodging.
- (10) The CONTRACTOR shall at its own cost forthwith replace any of its STAFF or agents or any SUBCONTRACTOR or procure the replacement of any person employed by any SUBCONTRACTOR whom SLSWMA, in its sole discretion, considers to be incompetent, to have acted in a manner prejudicial to SLSWMA'S best interests, to have failed to comply with relevant safety or other rules or regulations, to have produced sub-standard work or whom SLSWMA, in its sole discretion, wishes to be replaced for any other good reason. SLSWMA shall not exercise this right frivolously or vexatiously.
- (11) The CONTRACTOR shall ensure that all STAFF of the CONTRACTOR and any SUBCONTRACTOR engaged on the CONTRACT comply with all relevant immigration laws and where required are in possession of a valid work permit and appropriate vaccination certificates for the duration of the CONTRACT. Details of such work permits are, if SLSWMA so requests, to be submitted to SLSWMA prior to the person being engaged in the SERVICES.
- (12) The CONTRACTOR agrees that it shall furnish to SLSWMA, if requested, satisfactory evidence that the CONTRACTOR'S personnel who are engaged in the SERVICES have been paid on time and in full for their wages and for any other payments required by law to be paid to them. Unless the CONTRACTOR provides such satisfactory evidence, SLSWMA may make such payments directly to such personnel or to any organisation on their behalf. Any such payments made by SLSWMA shall be deemed to be payments to the CONTRACTOR under the CONTRACT and the CONTRACTOR shall have no further entitlement to any amounts so paid.

10. CONTROL AND SUPERVISION OF CONTRACTOR'S STAFF

- (1) The CONTRACTOR shall provide and maintain an office and shall notify the AUTHORISED OFFICER of its location. The CONTRACTOR's office shall be staffed by the CONTRACTOR with competent and responsible persons and shall be open during regular working days between 8:00 a.m. and 4:30 p.m. One telephone/fax line shall be provided by the CONTRACTOR to be used primarily for communication

between the CONTRACTOR and SLSWMA.

- (2) The CONTRACTOR shall appoint a CONTRACTOR REPRESENTATIVE to act on behalf of the CONTRACTOR for all purposes connected with the CONTRACT. Any notice, information, instruction or other communication given or made to the CONTRACTOR REPRESENTATIVE shall be deemed to have been given or made to the CONTRACTOR.
- (3) The CONTRACTOR shall forthwith give notice in writing to the AUTHORISED OFFICER of the identity, home address and telephone numbers of the person appointed as CONTRACTOR REPRESENTATIVE and of any subsequent appointment.
- (4) The CONTRACTOR shall forthwith give notice in writing to the AUTHORISED OFFICER of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the CONTRACTOR REPRESENTATIVE and when such deputy ceases to be so authorised.
- (5) The CONTRACTOR shall ensure that the CONTRACTOR REPRESENTATIVE, or a competent deputy, duly authorised by the CONTRACTOR to act on its behalf, is present at each location and available to meet the AUTHORISED OFFICER or the AUTHORISED OFFICER's representative at all reasonable times during which the SERVICES 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 SLSWMA which prevent or hinder, or which may prevent or hinder the CONTRACTOR from complying with the Contract. The provision of information under this Condition shall not in any way release or excuse the CONTRACTOR from any of its obligations under the CONTRACT.
- (7) The CONTRACTOR shall require it's STAFF at all times while engaged in the provision of the SERVICES to be properly and presentably dressed in appropriate uniforms or workwear, including personal protective equipment such as, but not limited to, overalls, protective footwear and gloves to the satisfaction of the SLSWMA. Such uniforms and personal protective equipment to be worn by the CONTRACTOR STAFF shall be provided, maintained and replaced as necessary by the CONTRACTOR and kept in a clean and hygienic condition by the STAFF.

11. STAFF AND OPERATIONAL RECORDS

- (1) The CONTRACTOR shall maintain current, accurate and adequate records of all employees who are or who are to be engaged in connection with the provision of the SERVICES. These records shall be kept at the appropriate location and shall include employee attendances and shall differentiate between those engaged as operatives and those exercising supervision. These records shall be open for inspection by the AUTHORISED OFFICER or his/her representative at all reasonable times, and a copy

of these records shall be provided to the AUTHORISED OFFICER or the AUTHORISED OFFICER's representative if so requested.

- (2) The CONTRACTOR shall 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.
- (3) The CONTRACTOR shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions, or levies of any kind, related to or arising out of the employment of any person by the CONTRACTOR and shall fully and promptly indemnify SLSWMA in respect of any liability of SLSWMA thereof.

12. COMPLAINTS IN RESPECT OF SERVICE

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

13. SCHEDULING

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

14. GRATUITIES

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

15. EQUIPMENT

- (1) The CONTRACTOR shall provide all EQUIPMENT and materials necessary for the provision of the SERVICE.

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

16. FORCE MAJEURE

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

A FORCE MAJEURE occurrence shall not include the following:-

- (a) breakdown of any item of EQUIPMENT used by the CONTRACTOR or any SUBCONTRACTOR;
 - (b) contractual commitment made by the CONTRACTOR or any SUBCONTRACTOR to third parties which limits the ability of the CONTRACTOR or any SUBCONTRACTOR to perform the SERVICES;
 - (c) inclement weather.
 - (d) inability to hire or utilise staff or personnel due to difficulties in obtaining or withdrawal of governmental quotas, licences or permits.
- (2) Should either party be delayed in performing the CONTRACT by a FORCE MAJEURE occurrence, that party shall notify the other party immediately giving the full particulars thereof, shall use its best efforts to remedy the situation immediately and shall notify the other party of the steps being taken to remedy the situation.

17. RESPONSIBILITY FOR THE SERVICES

- (1) The CONTRACTOR shall perform the SERVICES in accordance with the CONTRACT and with all proper skill and care and shall ensure that the SERVICES and EQUIPMENT incorporated into the SERVICES shall be fit for their intended purpose and of good quality and workmanship.

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

18 TERMINATION

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

- (e) Has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
- (f) Has an administrative receiver, as defined in the insolvency legislation appointed;
- (g) Has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;
- (h) Is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the court to make a winding-up order;

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

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

CONTRACT, any balance shown as due to SLSWMA shall be recoverable as a debt, or alternatively, SLSWMA, shall pay to the CONTRACTOR any balance shown as due to the CONTRACTOR.

19 RECOVERY OF SUMS DUE TO SLSWMA

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

20 DEFAULTS IN PERFORMANCE OF SERVICE

- (1) At any time after the COMMENCEMENT DATE of the CONTRACT the AUTHORISED OFFICER may investigate each case where the CONTRACTOR has failed to properly perform the SERVICES in accordance with the provisions of the CONTRACT. Where the AUTHORISED OFFICER is satisfied that in any particular case the CONTRACTOR has failed to perform the SERVICES completely in accordance with the provisions of the CONTRACT he shall be entitled to issue to the CONTRACTOR a rectification notice instructing the CONTRACTOR to remedy the failure within a reasonable period of time. 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 a 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 SERVICE deficiency which is the subject of a rectification notice the AUTHORISED OFFICER shall be entitled to issue a DEFAULT NOTICE. Further failure on the part of the CONTRACTOR to remedy the SERVICE deficiency may result in the issuing of supplementary default notices. Each DEFAULT and supplementary default notice will require the CONTRACTOR to remedy the SERVICE deficiency within a set or defined period.
- (3) Without prejudice to the generality of the foregoing, the following matters shall be included in the types of SERVICE deficiencies for which NOTICES may be issued:
 - (a) Failure to properly compact and cover incoming SOLID WASTE on a daily basis.
 - (b) Failure to generally keep the site in a tidy condition and to manage all potential environmental nuisances including pest infestation, windblown litter and odours.
 - (c) Unsafe Working Practices.

- (d) Misuse of EQUIPMENT.
 - (e) 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 SERVICE. 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 DISPOSAL of SOLID WASTE:
- (a) In respect of each NOTICE made to the CONTRACTOR by 1.00 p.m. on any working day, the CONTRACTOR is to remedy each deficiency by 6.00 p.m. on the same day.
 - (b) In respect of each NOTICE made to the CONTRACTOR after 1.00p.m. on any working day, the CONTRACTOR is to remedy each deficiency by 1.00 p.m. on the following working day.
- (5) Each NOTICE may refer to one or more than one elemental SERVICE deficiency, each of which shall be rectified by the CONTRACTOR.
- (6) All NOTICES shall be recorded and used by the AUTHORISED OFFICER in determining the CONTRACTOR's overall SERVICE performance and shall also be used in determining FINANCIAL PENALTIES and whether SLSWMA may TERMINATE the CONTRACT.
- (7) During the two (2) weeks immediately following the COMMENCEMENT DATE no DEFAULT POINTS shall be recorded in respect of RECTIFICATION NOTICES. However, default points may be recorded in respect of DEFAULT NOTICES and SUPPLEMENTARY DEFAULT NOTICES and the FINANCIAL PENALTY provisions above shall apply at all times after the COMMENCEMENT DATE.

21 FINANCIAL PENALTIES

- (1) For the purposes of assessing whether FINANCIAL PENALTIES are recoverable by SLSWMA from the CONTRACTOR each NOTICE issued shall correspond to the following DEFAULT POINTS:

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

- (2) In the event of incidents of the CONTRACTOR'S failure to properly perform the SERVICES the CONTRACTOR shall be liable to St. Lucia Solid Waste Management Authority for the costs incurred thereby, to be calculated as set out below:

Default Points in any Month	Deduction from Monthly Instalment (%)
0 - 10	Nil
11 - 20	0.25
21 - 30	0.50
31 - 40	1.00
41 - 50	1.50

22. TERMINATION DUE TO DEFAULTS IN PERFORMANCE

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

23. CONTRACT PAYMENT

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

24. FLUCTUATIONS

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

25. TAXES

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

26. TERMS OF PAYMENT

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

27. AUDIT RIGHTS OF SLSWMA

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

28. LIENS

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

29. OWNERSHIP

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

30. LIMITATION OF LIABILITY OF THE CONTRACTOR AND SLSWMA

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

31. RESPONSIBILITIES AND INDEMNITIES

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

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

32. INSURANCE

- (1) Without limitation of its obligations and responsibilities, the CONTRACTOR shall maintain for the duration of the CONTRACT the following insurances in the joint names of the CONTRACTOR, SLSWMA and its associates with a cross liability provision, a waiver of insurers subrogation right and with insurers acceptable to SLSWMA:-
 - (a) Employers Liability Insurance/Workmen's Compensation Insurance with a limit of not less than EC\$2 Million for any one accident arising out of one occurrence, unlimited in the aggregate.
 - (b) General Third Party Liability Insurance with a limit of EC\$2 Million covering personal injury (including death) and property damage to third party. Coverage to include liability for pollution and contamination.
 - (c) adequate motor vehicle insurance for owned, non-owned or hired craft and motor vehicles, covering liabilities arising from the use and/or operation of the motor vehicles including liability contractually assumed to third parties under this CONTRACT, liability to passengers and liability for damage due to collision.

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

- (2) Approval by SLSWMA of any insurer or terms of insurance proposed by the CONTRACTOR shall not relieve the CONTRACTOR of any obligation or liability under or arising from the CONTRACT or generally at law.
- (3) The insurance policies the CONTRACTOR is required to have and those additional policies which the CONTRACTOR feels desirable to have in connection with the SERVICES shall, as far as applicable, name SLSWMA and its associates as co-insured, and shall contain a waiver of insurers' subrogation rights against SLSWMA, its associates and their respective employees.
- (4) SLSWMA shall have the right to inspect all policies of insurances provided for in the CONTRACT and the receipts for the current premiums.
- (5) The CONTRACTOR'S liability under the CONTRACT will not be restricted, limited or altered by any stipulation or arrangements in the CONTRACT with regard to insurance policies. The deductibles applying under the insurances arranged by the CONTRACTOR or its SUBCONTRACTORS shall be for the account of the CONTRACTOR or such SUBCONTRACTORS.
- (6) Should the CONTRACTOR fail to procure or maintain any of the aforesaid insurance for which it is responsible or by any act or omission invalidate any of the aforesaid insurances whoever is responsible for them, the CONTRACTOR shall indemnify SLSWMA and the other beneficiaries of said insurance to the extent they or any of them suffers loss or damage liability or expense in consequence of such failure, act or

omission.

- (7) If the CONTRACTOR fails to effect or keep in force the required insurance or any other insurance which it may be required to effect under the terms of the CONTRACT then SLSWMA may effect and keep in force any said insurance and pay the premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by SLSWMA as aforesaid from any monies due or which may become due to the CONTRACTOR or recover them as a debt due from the CONTRACTOR.
- (8) The CONTRACTOR shall notify SLSWMA of any occurrence likely to give rise to a claim under any insurance policy as soon as possible and in any event within fifteen (15) days of such occurrence. Thereafter the CONTRACTOR shall handle the claim directly with the relevant insurers, and shall act in the best interests of both parties to this CONTRACT and keep SLSWMA fully informed of all developments.

33. PERMITS, LAWS AND REGULATIONS

- (1) The CONTRACT shall be governed by and construed in accordance with the laws of St. Lucia, and the St. Lucian courts shall have jurisdiction over any dispute or difference which shall arise between the SLSWMA or the AUTHORISED OFFICER and the CONTRACTOR.
- (2) 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.
- (3) The CONTRACTOR shall obtain 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.
- (4) 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.
- (5) 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 SLSWMA, the CONTRACTOR, SUBCONTRACTORS or any other person. The CONTRACTOR hereby indemnifies SLSWMA against all claims, demands, proceedings, damages costs, charges and expenses whatever arising in relation to any of the aforesaid matters in so far as the CONTRACTOR is responsible for such interference.

34. CUSTOMS CLEARANCE/DUTIES

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

35. PERFORMANCE BONDS/BANK GUARANTEES

- (1) The CONTRACTOR shall provide SLSWMA with either a PERFORMANCE BOND or BANK GUARANTEE. SLSWMA shall not be obliged to make any payments to the CONTRACTOR under the CONTRACT until it has received either a PERFORMANCE BOND or BANK GUARANTEE in compliance with this clause.

SECTION 3
SOLID WASTE DISPOSAL
SPECIFICATIONS OF SERVICE

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Attachment 1	Daily Waste Record Form
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1. SERVICE GOALS

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

2. BASIC SERVICES

- (1) During the term of this CONTRACT, the CONTRACTOR shall dispose of all SOLID WASTE, as defined herein, delivered to the Ciceron Solid Waste Disposal Site and shall be solely responsible to furnish all labour and EQUIPMENT, and any other necessary facilities, in a manner consistent with the CONTRACT and considered good professional practice, and to the satisfaction of SLSWMA.

3. HAZARDOUS WASTE

- (1) The CONTRACTOR shall not be required by SLSWMA to routinely handle or dispose of any HAZARDOUS WASTE. However, if certain categories of HAZARDOUS WASTE do periodically enter the site, and there are no alternative viable disposal options, SLSWMA may request special arrangements to be made for the safe disposal of this material via deep burial in an excavated pit of a minimum depth of one meter within designated cells and the immediate application of cover material.
- (2) Due to risks to public health, the CONTRACTOR shall ensure that waste pickers are kept away from these non routine waste consignments. Police assistance may be sought by the CONTRACTOR should the situation require it.

4. INTRODUCTION OF RECYCLING PROGRAMMES

- (1) During the term of this CONTRACT, specific objectives may require the separate collection of recyclable waste. The CONTRACTOR may therefore be requested to separately stockpile recyclable materials within defined areas within the site.

5. HOURS OF SERVICE

- (1) SOLID WASTE disposal operations within the site shall be performed in compliance with the following hours:

Monday - Saturday 7.00 hours - 18.00 hours
Sunday & Public Holidays 7.00 hours - 12.00 hours

6. PUBLIC HOLIDAYS

- (1) The SITE will not be operational on Christmas Day or New Year's Day.

7. TIPPING FEES

- (1) At the commencement of the CONTRACT there will be no TIPPING FEES at the existing disposal sites. However, this situation shall be reviewed in the future and waste generators and or collection contractors may be required to pay to use the disposal facilities. This issue will be the responsibility of SLSWMA.

8. SITE SAFETY

- (1) The management and workforce shall be made fully aware of the existence of site safety regulations and the need to observe them at all times. Such regulations should also be brought to the attention of those using the SITE for the deposition of waste.
- (2) A speed limit of 10MPH shall be enforced by the CONTRACTOR for all vehicles entering the SITE and notice boards erected to publicise this fact.
- (3) Where conditions at the designated tipping face are unsuitable due to heavy rain or any other cause, collection vehicles shall discharge their waste at other selected secure and suitable locations under the supervision of the CONTRACTOR who shall be wholly responsible to ensure site safety during discharging operations by collection vehicles.
- (4) Smoking shall not be permitted on the site. The CONTRACTOR shall display prominent 'NO SMOKING' notices at appropriate locations on the SITE.
- (5) The CONTRACTOR shall provide the following safety equipment for the site staff:
 - hard hats;
 - footwear having strengthened toe-caps and soles;
 - gloves;
 - high reflective vests;
 - overalls (2 sets); and
 - raincoats.

- (6) The CONTRACTOR shall ensure that this equipment is worn at all times while the staff are on site and that it is kept clean and that it is replaced as it becomes worn or damaged, and on at least a semi-annual basis. Hard hats need only be worn when the staff are in potentially hazardous locations such as at the rear of collection vehicles when discharging their loads.
- (7) The CONTRACTOR shall ensure that members of the public who are on the SITE are closely supervised and are kept away from the tipping face and shall take all steps deemed necessary to ensure their safety.

9. EMERGENCY PLANS

- (1) An Emergency Plan shall be prepared by the CONTRACTOR for the site to address unplanned circumstances that may occur at the site. This plan will present procedures to follow for dealing with emergencies as they occur and should, as a minimum, address the following:
 - first aid;
 - emergency telephone numbers;
 - communication equipment (mobile telephone/radio);
 - fire procedures;
 - evacuation procedures;
 - explosion procedures;
 - hazardous spills/release procedures; and
 - emergency response plan.
- (2) The Emergency Plan shall be initiated by the CONTRACTOR and tested at regular intervals. It is the CONTRACTOR'S responsibility to provide all necessary items, including, but not limited to a first aid box and communication equipment such as a mobile phone. SLSWMA will check all such items to ensure they comply with required standards.
- (3) Should any circumstances arise on the SITE which requires the implementation of the Emergency Plan, such as an accident, the CONTRACTOR shall immediately inform the AUTHORISED OFFICER.

10. SITE STAFF

- (1) CONTRACTOR STAFF shall be competent, well trained and adequately supervised.
- (2) The CONTRACTOR shall ensure that down time during meal breaks or for any other cause does not affect the performance of the CONTRACT and shall ensure that a shift system is implemented to optimise the resources of both CONTRACTOR STAFF and EQUIPMENT during down time.
- (3) The CONTRACTOR shall ensure that the absence of CONTRACTOR STAFF due to illness, holidays or for any other cause does not affect the performance of the CONTRACT and shall take steps to provide replacements during the absence of CONTRACTOR STAFF.
- (4) The CONTRACTOR shall employ, as a minimum, the following complement of staff for the operation of the site:
 - properly qualified and experienced operators for the plant to be employed;
 - office clerk for recording the volume and nature of waste entering the site;
 - site supervisor for controlling traffic flow and waste discharge operations;
 - site labourer to assist with traffic supervision and to undertake litter control duties; and
 - a night watchman.

11. RECORD KEEPING

- (1) A disposal site record keeping and reporting system shall be employed by the CONTRACTOR. The following items shall be recorded:

- **Waste Volumes**

Daily records which document the waste quantity and type received from each waste generator. The documentation will include, at a minimum, the waste generator's name (if applicable), area(s) from which waste has been collected, the waste collector's name, a general description of waste types, and a summary of the weekly volumes of waste received from the various waste generators. In addition, the CONTRACTOR STAFF shall check that all waste consignments are properly secured and covered on the collection vehicles. The forms to be used for these purposes are provided in Attachment 1 and Attachment 2.

· **Cover material**

Daily records which document the use on SITE of cover material. The form to be used for this purpose is provided in Attachment 3.

12. HOUSE KEEPING

- (1) Maintenance procedures for the facility shall be prepared by the CONTRACTOR and records of maintenance activities shall be retained for inspection by SLSWMA. The maintenance programme will include as a minimum the following items:
- inspecting and servicing surface water drainage ditches and ensuring they are properly operating and free of debris;
 - maintaining all SITE roads so that traffic can move freely and unhindered to the tipping face, even during periods of high rainfall;
 - conducting a preventative maintenance programme for all disposal site equipment; and
 - minimising environmental nuisances such as windblown litter, odours, pests and dust.

13. WASTE RECEPTION

- (1) The waste reception process operated by the CONTRACTOR must accomplish the basic functions listed below:
- identify waste transporter and generator;
 - establish waste volume;
 - verify acceptability of waste;
 - identify waste type and direct waste transporter to TIPPING CELL;
 - off load waste within TIPPING CELL; and
 - return vehicle to roadway safely and in a litter-free condition.
- (2) Upon arrival at the disposal site, the CONTRACTOR shall ensure that collection vehicles form an orderly queue and do not disrupt traffic on the public highway. Once the vehicle has been registered by the clerk it shall be directed to the tipping face by a site operative. Adequate roadway width and length will be provided by the CONTRACTOR to cater for vehicles entering the SITE.

- (3) HAZARDOUS WASTE shall not be accepted at the disposal site by the CONTRACTOR or CONTRACTOR STAFF with the exception of periodic deliveries of non routine waste. The CONTRACTOR shall carry out random inspections in accordance with paragraph (4) herein at a designated inspection area.
- (4) Waste deliveries will be selected for inspection and checked on a random basis. During the inspection the CONTRACTOR'S staff shall record the following information:
- date and time of inspection;
 - name of member of STAFF undertaking inspection;
 - vehicle registration number;
 - results of the vehicles waste load inspection; and
 - type of non-permitted waste discovered in the load, if any.
- (5) After clearance from the site supervisor, the vehicle shall proceed along the haul route to the tipping face or to an appropriate disposal area dependent on the vehicle's waste content.
- (6) The CONTRACTOR shall immediately inform SLSWMA if any vehicle is found to be carrying HAZARDOUS WASTE and shall complete a Hazardous Waste Inspection Form as detailed in Attachment 5 at the end of this section. SLSWMA will advise the CONTRACTOR on the required steps to be taken. Within three working days of the completion of each calendar month the CONTRACTOR shall submit all Hazardous Waste Inspection Forms and a Monthly Summary form as detailed in Attachment 6 to the Authorised Officer.
- (7) Vehicles found to be containing burning wastes shall be directed to an area away from the TIPPING CELL. The burning waste shall then be extinguished, where possible, by smothering it with cover material. The fire department shall be called in if these measures fail to extinguished the fire. SLSWMA should be immediately informed of all measures taken by the CONTRACTOR.
- (8) Loads from the public should be directed to a separate tipping area away from the commercial trucks for safety purposes. During slow periods or other unusual circumstances, loads from the public may be directed to the main active area. The location of the public disposal area will vary as filling progresses.

- (9) At the request of SLSWMA additional areas may also be set aside for:
- salvageable and recyclable materials;
 - compostable materials;
 - reduction and/or recovery of large bulky items; and
 - condemned foods and food contaminated ship waste.

14. METHOD OF FILLING

- (1) For the purpose of this Section of the CONTRACT:
- (a) CELL METHOD means the deposition of waste within preconstructed banded areas; and
 - (b) TIPPING CELL means the preconstructed banded areas within which waste is disposed of.
- (2) The CONTRACTOR shall use the CELL METHOD for waste disposal under the CONTRACT.
- (3) The CONTRACTOR shall ensure that when a TIPPING CELL is brought up to its final level it is capped thereby minimising infiltration of rainfall and consequent problems of leachate control.
- (4) The CONTRACTOR shall ensure that the open end of the TIPPING CELL is located close to the site haul road and that the TIPPING CELL is filled continuously to the final level.
- (5) The CONTRACTOR shall ensure that infiltration of the TIPPING CELL is minimised by capping and sloping the surface of a completed TIPPING CELL and by channeling run-off away from the operational area.
- (6) The CONTRACTOR shall ensure that the working face of the TIPPING CELL is sufficiently extensive to permit vehicles to manoeuvre and unload quickly and safely without impeding refuse spreading and compacting and the easy operation of site equipment.
- (7) The CONTRACTOR shall put a system in place to achieve a balance between the number of incoming vehicles and the need to provide TIPPING CELLS to minimise infiltration of water into the waste, cover requirements and litter control.

- (8) The CONTRACTOR shall review at regular intervals the size of the TIPPING CELL.

15. SITE ACCESS ROAD

- (1) The CONTRACTOR is required to maintain at all times a site access road in good condition to facilitate vehicle access to the tipping face, even during periods of high rainfall.
- (2) The site access road shall be constructed of hardcore, rubble, quarry waste, or any other suitable material and compacted to allow the movement of waste collection vehicles and public vehicles.
- (3) As the tipping face is progressively relocated across the site, the CONTRACTOR shall extend and maintain the site access road.
- (4) As suitable waste material is brought onto the SITE, such as building rubble, the CONTRACTOR shall stockpile it in a designated location to enable it to be used at a suitable time for the construction and maintenance of the site access road or for cover material.

16. DEPOSIT OF WASTE

- (1) Waste shall be deposited at the base of the shallow sloping working face. The tracked bulldozer shall then push the waste up the slope and spread it thinly to achieve a high degree of compaction.
- (2) The angle of a working face shall be shallow. An optimum slope is about 1 in 10 to reduce accidents, improve fuel consumption and reduce wear and tear on the machine, while increasing waste density.
- (3) The CONTRACTOR shall ensure that each progressive layer of waste shall not be more than 0.3 m thick and properly compacted by two or more passes over the waste. More passes will be required for material which is prone to being windblown such as dry cardboard, paper and plastics.

17. BULK WASTE

- (1) A considerable quantity of BULK WASTE may require disposal. All BULK WASTES should be placed, where possible, at the base of the working face after crushing with for example, a loading bucket, thereby reducing void space.
- (2) Bulky items should not be present in the final lift of waste since settlement of the refuse may result in large items piercing the cap and final soil layer. After-use of the land may also be adversely affected.

18. COMPACTION

- (1) The CONTRACTOR shall monitor the compaction of waste in order to achieve a well compacted SITE, to maintain a well-run and visually acceptable site, and to achieve the following:
 - the extension of the life of the SITE by increased waste density;
 - the reduction of daily cover;
 - less risk of wind blown litter;
 - the reduction in colonisation by vermin and fly infestations;
 - the elimination of voids, the prevention of underground fires and the control of surface fires;
 - the creation of a more stable base for collection vehicles during discharge of loads thereby reducing wear and tear and the risk of machinery being bogged down during wet weather; and
 - the reduction of settlement while encouraging more even settlement.

19. COVER MATERIAL

- (1) The volumes of cover material utilised on the SITE shall be carefully monitored and recorded by the site supervisor on the appropriate form as detailed in Attachment 3 at the end of this Section.
- (2) These forms shall be submitted to SLSWMA on a weekly basis and the Monthly Summary Form as provided in Attachment 4 within three working days of the completion of each calendar month.

- (3) At the end of each working day, all exposed surfaces, including the flanks and working face, should be covered with cover material to a depth of not less than 100 mm. This 'daily cover' is considered essential as:
- it improves the appearance of the SITE and minimises windblown litter;
 - movement of vehicles over the waste can be facilitated;
 - it will help to reduce disposal site odours;
 - it will inhibit colonisation of the site by rodents and flies;
 - it may help to control infiltration of rainwater into the waste; and
 - it will minimise the risk of fire.
- (4) It may be difficult to apply an even layer of cover material over the waste as some will inevitably penetrate down into the void spaces rather than remain on the surface. In order to ensure that the surface of the waste is rendered smooth any large protruding objects, including rubber tyres, shall be removed prior to the application of cover material.
- (5) Cover material should be stockpiled at a point convenient to the tipping face. Particular attention to its location will need to be applied under wet conditions when it may be difficult for vehicles to manoeuvre around the SITE.

20. ENVIRONMENTAL CONTROL

- (1) The following matters shall be properly controlled by the CONTRACTOR to avoid negative impacts on the environment:
- ***Litter Control***
 - depositing waste at the base of a TIPPING CELL;
 - minimising the size of the TIPPING CELL;
 - ensuring that all vehicles delivering waste to the SITE have adequately covered and secured loads;
 - ensuring all waste, especially lightweight plastic or paper, has been removed from vehicles leaving the SITE;

- in windy conditions, adding cover at the same time as compacting the waste in order for it to 'knit';
- erecting portable litter fences around the TIPPING CELL. The litter fences shall be to the satisfaction of SLSWMA. Their actual height and location will be determined by site conditions such as the prevailing wind direction. Prior to moving disposal operations to a new TIPPING CELL the litter fences shall be demounted and re-located in the vicinity of the new cell;
- removing all litter from the litter fences at the completion of each working day.
- ***Pest Control***
 - routinely applying at a minimum of a once weekly basis, a suitable insecticide at the TIPPING CELL;
 - exercising special care when handling insecticides. All relevant regulations and guidelines shall be fully complied with. CONTRACTOR STAFF shall be informed of the nature of the material they are handling, instructed in its use and shall be provided with the appropriate equipment and protective clothing; and
 - paying due attention to factors such as wind direction when applying insecticides and taking care to ensure that insecticides do not appear in leachate or pose airborne pollution problems.
- ***Odour Control***
 - not, wherever possible, depositing waste into standing water;
 - achieving good compaction and suitable gradients to minimise water ingress together with provision of adequate cover material;
 - ensuring immediate deposition of the waste on delivery to the SITE; and
 - if it becomes necessary to take ameliorative action, improving drainage in the vicinity of the tipping face and increasing cover thickness.

- **Fires**
 - waste materials shall not be burnt on the SITE under any circumstances;
 - incoming waste which is found during inspection to be hot or on fire prior to deposition shall be directed away from the tipping face to a location where the material can be extinguished;
 - trespassers shall be discouraged from gaining entry to the SITE at all times and CONTRACTORS STAFF shall be made aware of the dangers of discarding burning cigarettes or matches; and
 - surface fires shall, where possible, be extinguished with the application of cover material; and
 - prominently display the Emergency Procedures which shall be followed in the event of fire.

21. EQUIPMENT

- (1) The CONTRACTOR shall maintain sufficient EQUIPMENT on the site to perform the daily tasks of spreading and compacting incoming waste and to handle all daily, interim and final cover requirements.
- (2) To achieve these tasks the CONTRACTOR shall ensure that the following EQUIPMENT is provided during the operational hours over a 6.5 day working week:
 - one D6 bulldozer (or equivalent) 8 hours per day; and
 - one tracked loader 8 hours per day.
- (3) On Sundays and public holidays the EQUIPMENT will only be expected to work for 4 hours per day.
- (4) In addition, an Excavator/Back-hoe will be required one day every two weeks for stockpiling of cover material, maintaining surface water channels, and assisting with the preparation of bund walls and tipping cells. A water truck will also be required to dampen down dust within the site during prolonged dry spells.

- (5) As plant and equipment become fully depreciated, or reach the end of their useful life, the CONTRACTOR shall immediately purchase, rent, or lease plant and equipment to satisfy such requirements.
- (6) The CONTRACTOR shall ensure that all vehicles are registered and operate in compliance with all applicable laws and regulations.
- (7) The CONTRACTOR shall keep all plant and equipment used for performing SERVICES in good repair, appearance and sanitary condition.
- (8) All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said plant and equipment shall be kept operable at all times. A sufficient supply of spare parts shall be kept on hand to ensure the timely and continuous fulfilment of this CONTRACT.
- (9) When vehicles are down for maintenance or repair, it shall be the CONTRACTOR'S obligation to immediately provide a replacement vehicle from the spares in it's fleet or a comparable replacement through rental or leasing arrangements.
- (10) All plant and equipment shall be operated by qualified and licensed operators and so as not to harm human health or the environment.
- (11) Downtime and the nature of any break down and repair activities, including scheduled maintenance, shall also be recorded. Data from the vehicle logs shall be collated and presented in a monthly report of service delivery from the CONTRACTOR to SLSWMA. In addition, SLSWMA shall have access to the vehicle logs upon request.
- (12) In order to minimise the occurrences of machinery breakdown, daily and weekly inspections of machinery and a preventative maintenance programme shall be under taken.
- (13) Maintenance check-lists supplied by the machinery and plant manufacturer shall be adhered to. Specific time should be allocated for maintenance, particularly for weekly inspections.
- (14) A record-keeping system for outlining all maintenance performed on site equipment shall be implemented by the CONTRACTOR.
- (15) At a minimum, a checklist shall be completed for each piece of equipment at the appropriate frequencies and maintained in the site files. The exact items inspected may vary as equipment specifications change or based on field experience. In addition, minor deviations to the required frequencies may occur based on field judgement.

- (16) The CONTRACTOR shall employ equipment operators who are responsible for performing or arranging all service on the equipment.
- (17) The CONTRACTOR shall provide at the SITE all facilities required for the STAFF welfare including access to toilet facilities, messing facilities and drinking water.

22. REPORTING

- (1) In addition to any requirements to immediately inform SLSWMA concerning particular developments on the SITE, such as the identification of any HAZARDOUS WASTE, the CONTRACTOR shall submit to the AUTHORISED OFFICER, within three working days of the completion of each calendar month, the following forms:
 1. Daily Waste Record
 2. Monthly Waste Record
 3. Daily Cover Material Record
 4. Monthly Cover Material Record
 5. Hazardous Waste Inspection Record
 6. Monthly Hazardous Waste Disposal Record
 7. Monthly Report of Service Delivery (see Clause 20(11))
- (2) Examples of the forms to be submitted by the CONTRACTOR, as outlined in Clause 22 (1), are provided in Attachments 1-6 at the end of this section.

23. ENVIRONMENTAL MONITORING

- (1) Environmental monitoring shall be undertaken by SLSWMA. Items to be considered will include:
 - settlement;
 - landfill gas; and
 - leachate.

24. SITE RESTORATION

- (1) Site restoration is outside of the scope of this CONTRACT. It will be competitively tendered out as a separate exercise at an appropriate time in the future which will be largely determined by the operational life of the site.

ATTACHMENT 1
DAILY WASTE RECORD FORM

ATTACHMENT 2

**MONTHLY WASTE RECORD FORM
ST LUCIA SOLID WASTE MANAGEMENT AUTHORITY**

MONTHLY SUMMARY OF SOLID WASTE DISPOSAL

MONTH:

SITE:

DATE	DAY	TOTAL VEHICLE TRIPS	TOTAL WASTE (M ³)	WASTE CATEGORY			
				HOUSEHOLD/ INSTITUTIONAL (M ³)	GREEN (M ³)	COMMERCIAL (M ³)	INDUSTRIAL (M ³)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
TOTAL							

ATTACHMENT 3

DAILY COVER MATERIAL RECORD FORM

ST LUCIA SOLID WASTE MANAGEMENT AUTHORITY

DAILY RECORD OF COVER MATERIAL

DATE: SITE: COMPLETED BY:.....

COVER MATERIAL DELIVERY				COVER MATERIAL USAGE
NO	TIME	VEHICLE REGISTRATION	VEHICLE CAPACITY (M ³ /YD ³)	DAILY TOTAL APPLIED TO WASTE (M ³ /YD ³)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
DAILY TOTAL (M³/YD³)				

ATTACHMENT 4
MONTHLY COVER MATERIAL RECORD FORM

ST LUCIA SOLID WASTE MANAGEMENT AUTHORITY
MONTHLY RECORD OF COVER MATERIAL

SITE:

MONTH	DATE	DAILY TOTAL DELIVERED TO SITE (M ³ /YD ³)	DAILY TOTAL APPLIED TO WASTE
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
	27		
	28		
	29		
	30		
	31		
		TOTAL (M³/YD³)	

ATTACHMENT 5

HAZARDOUS WASTE INSPECTION FORM ST LUCIA SOLID WASTE MANAGEMENT AUTHORITY

INSPECTION MADE BY:

SITE:

DATE	TIME	VEHICLE REGISTRATION	NAME OF DRIVER	NAME OF COMPANY	COLLECTION FROM	TYPE & VOLUME OF HAZARDOUS WASTE

DETAILS OF ACTION TAKEN AND ADVICE PROVIDED BY AUTHORISED OFFICER

ATTACHMENT 6
MONTHLY HAZARDOUS WASTE SUMMARY FORM

ST LUCIA SOLID WASTE MANAGEMENT AUTHORITY
MONTHLY HAZARDOUS WASTE SUMMARY FORM

SITE:

DATE	TIME	VEHICLE REGISTRATION	NAME OF DRIVER	NAME OF COMPANY	COLLECTION FROM

SOLID WASTE DISPOSAL

SECTION 4

CONTRACT PRICE

CONTRACT PRICE

- (1) The CONTRACT PRICE is EC\$...../month.
- (2) If CONTRACT extensions are offered the CONTRACT PRICE (EC\$/Month) shall be reviewed each anniversary of the COMMENCEMENT DATE on the REVIEW DATE and shall be increased or reduced by a percentage equivalent to the percentage increase or reduction (if any) on the variable elements, shown by the Consumer Price Index since the COMMENCEMENT DATE and such increase or decrease shall take effect in respect of the twelve-month period commencing on the REVIEW DATE.
- (3) The CONTRACT PRICE shall be the full compensation for fulfilling all obligations and liabilities of the CONTRACTOR in performance of the CONTRACT including, but not limited to, the following:
 - i) All the CONTRACTOR'S capital expenditure relating to the purchase of any plant and equipment;
 - ii) All cost of any duties, taxes and contributions raised by law or regulations arising from the performance of the SERVICES including, but not limited, to personal income tax, workmen compensation insurance, employer's liability insurance, welfare funds, pension funds, annuities and disability insurance;
 - iii) All costs of the CONTRACTOR'S standard employee benefits, including salary, overtime, leave pay, sick leave with pay, retirement funds, health and life insurance, bonus programmes, profit sharing schemes and share purchase schemes;
 - iv) All the CONTRACTOR's direct and indirect expenses incurred including but not limited to travel, subsistence and accommodation, mobilisation and demobilisation, printing and reprographic, computing costs, telephone, facsimile, and the procurement of visas and travel documents;
 - v) All the CONTRACTOR'S other direct and indirect costs, including all contributions to overheads, administration and profit;
 - vi) All PERSONNEL related costs including computing, word processing, secretarial, clerical and administrative costs;
 - vii) Any other costs not specifically mentioned above or not specifically excluded by any of the foregoing part of the CONTRACT.

- (4) The following table details the individual components of the EC\$/month costs. This information will be of assistance when determining the increase in the variable price elements for any extension period.

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

SECTION 5
THE CONTRACTOR'S TENDER

CONTRACTOR'S TENDER ATTACHMENTS

The SLSWMA may at its option include hereinafter, particular details supplied by the CONTRACTOR either during a tender or in subsequent clarification meetings.

SECTION 6
PERFORMANCE BOND/BANK GUARANTEE

PERFORMANCE BOND

BY THIS BOND We..... whose registered office is at (hereinafter called the CONTRACTOR and

..... (hereinafter called the Sureties) are held and firmly bound unto ST. LUCIA SOLID WASTE MANAGEMENT AUTHORITY (SLSWMA) in the sum ofdollars (EC\$.....) for the payment of which sum the CONTRACTOR and the Sureties bind themselves their successors and assigns jointly and severally by those presents.

Sealed with our respective seals and dated this day of 1998.

WHEREAS the CONTRACTOR by an agreement made between the SLSWMA of one part and the CONTRACTOR on the other part has entered into a CONTRACT for the provision of certain services as specified in the CONTRACT.

The condition of the above-written BOND is such that if the CONTRACTOR shall duly perform and observe all the terms, provisions, conditions and stipulations of the said CONTRACT on the CONTRACTOR'S part to be performed and observed according to the true purport, intent and meaning thereof or if on default by the CONTRACTOR the Sureties shall satisfy and discharge the damages sustained by SLSWMA thereby up to the amount of the above-written BOND then this obligation shall be null and void, but otherwise shall be and remain in full force and effect but no alteration in terms of the said CONTRACT made by agreement between the SLSWMA and the CONTRACTOR or in the extent or nature of the services to be undertaken thereunder and no allowance of time by the SLSWMA nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said CONTRACT on the part of the SLSWMA shall in any way release the Sureties from any liability under the above-written Bond.

The Common Seal of]

was hereunto affixed by]

Secretary in the presence of]

and]

Directors in the presence of]

The Common Seal of]

was hereunto affixed by]

Secretary in the presence of]

and]

Directors in the presence of]