

Department of Health Protection

Environmental Health Unit

MANAGEMENT OF SOLID WASTE DISPOSAL SERVICES

ADDENDA NUMBER 06

Addenda Issue Date: July 3, 2014

Bid Closing Date and Time: The bid closing date is July 25, 2014 at 12 noon.

Purpose: The purpose of this Addendum is to make changes, additions, deletions, revisions and clarifications to the bid documents dated May 20, 2014 for the project referenced above. Bidders shall review the Addenda and requirements in detail and incorporate any effects the Addendum may have on their bid price.

Acknowledgement: Bidders must acknowledge receipt of any and all Addenda. All requirements of the bid documents remain unchanged except as cited herein.

1. The following words "**and CLINICAL WASTE**" have been added to Schedule C – General Conditions of Contract - Paragraph 1 - Definitions - Item 36 on page 6 of 29. The paragraph should now read:

36. "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, including HAZARDOUS WASTE **and CLINICAL WASTE**.

2. Paragraph 7 (3) (c) CONTRACTOR'S OBLIGATIONS VS GOA OBLIGATIONS of Schedule C – General Conditions of Contract – page 10 of 29 has been revised. The paragraph should now read

7(3)(c). The Contractor **may** make an application for duty free concession on the importation of spare parts for equipment used for management of waste disposal services at the Corito Disposal Site

3. The following words "**and of all steps taken in response thereto.**" have been deleted from Paragraph 12 (1) - COMPLAINTS IN RESPECT OF SERVICE - Schedule C – General Conditions of Contract page 14 of 29. The paragraph should now read:

12. COMPLAINTS IN RESPECT OF SERVICE

(1) The CONTRACTOR shall deal with any complaints received 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 AUTHORIZED OFFICER at all reasonable times. The CONTRACTOR shall notify the AUTHORIZED OFFICER forthwith in writing **within 24** hours of all complaints received.

4. The following additions have been made to Paragraph 12 - COMPLAINTS IN RESPECT OF SERVICE - Schedule C – General Conditions of Contract page 14 of 29.

12. COMPLAINTS IN RESPECT OF SERVICE

- (2) The CONTRACTOR must obtain written permission from the AUTHORIZED OFFICER before any works are undertaken which are NOT in accordance with the CONTRACT.
5. ARTICLE 11 – CONTRACT TERMINATION of Schedule C – GENERAL CONDITIONS OF CONTRACT Page 28 of 29 have been amended. The paragraph should now read:

ARTICLE 11- CONTRACT TERMINATION

At any time after the COMMENCEMENT DATE, **AUTHORIZED OFFICER** 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.

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

GOA may TERMINATE the CONTRACT if more than **seventy five (75) 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.

Should the CONTRACTOR default in two (2) or more consecutive months or for three (3) months within any six (6) month period (whether or not any notice is given of such defaults and whether or not such defaults are subsequently remedied by Contractor within the specified date and time), then AUTHORIZED OFFICER may treat the consecutive defaults accumulating for more than 75 defaults points in a six (6) month period as grounds for termination.

Any further default under this CONTRACT shall be deemed to be deliberate and AUTHORIZED OFFICER need not afford CONTRACTOR the opportunity to cure any such further or additional default but shall have the right, at AUTHORIZED OFFICER option, to terminate the CONTRACT by giving CONTRACTOR four (4) weeks written notice.