SECTION A  GENERAL DESCRIPTION

The skip bins will be used by the Council’s Services Department for placement across the strategic locations within Suva City Council Boundary, the Suva City Council Extended Boundaries, Nasinu Town Council and its peripheries.

The services tendered for will include placement of bins in Council approved locations, maintenance and clearing of any overspill on the designated area and cartage of full bins for disposal at the Naboro Landfill. The engagement of skip bin services is mainly to complement the Council’s existing waste management system and service delivery to the residents.

1. Written Tenders are invited from interest Waste Management Companies involved in the supply Hire & cartage of Skip Bins.

2. Tenderers are requested to submit VIP rate for two options;
   i. Supply for hire and cartage of 4.5 cubic Meters skip bins to the Naboro Landfill
   ii. Supply for hire and cartage of 9 cubic Meters skip bins to the Naboro Landfill

3. Details are shown separately under Terms and Conditions of Tender, and on prescribed tender form.

4. Intending tenderers should carefully read the instructions and familiarize themselves with the terms and conditions of the tender.

5. Tenderers should answer all questions in Section C of the document.
SECTION B: TERMS & CONDITIONS OF TENDER

1. CONSTRUCTION AND PRESENTATION OF SKIP BINS

1.1 Skip bins shall be provided of sound quality construction and approved capacity and in clean condition to Council’s satisfaction.

1.2 Such bins shall be painted with presentable colours and carry health promotion messages such as “Keep Suva Clean and Beautiful” or any other message as approved by the Council.

2. The selected tenderer shall be required to enter into an agreement with Suva City Council for the services rendered thereafter.

3. The services tendered for will include placement of bins in Council approved locations, maintenance and clearing of any overspill on the designated area and cartage of full bins for disposal at the Naboro Landfill as per Council’s requirement.

4. The skip bins at Suva Municipal Market shall be emptied twice a week that is on Thursdays and Sundays or as directed by Director Services or the Administration representatives.

5. Skip bins on other areas shall be emptied twice a week or on any other specific days as directed by the Director Services or senior Health Inspector Operation.

6. Payments shall be made by Suva City Council to the Contractor upon satisfactory delivery of services as per the Agreement.

7. Should the Contractor fail to provide the services as per Councils’ requirements then the Council shall be at liberty to hire any other contractor to deliver the services and deduct the expenses incurred from the contracted amount to the contractor including any bond/retention held by Council?

8. In case of default by the contractor to empty the contents of the skip bins on specified days or as per the Council instruction, the Council shall deduct by way of liquidated damages the sum of $50.00 per each bin per day.

9. SKIP BIN CARTAGE (skipping/ tipping) AND DISPOSAL

   i. Bin Skipping (pickup), tipping/dumping and washing shall be carried out by the respective Service provider.

   ii. Dumping or tipping cost shall be borne by the Suva City Council. This shall be incorporated in a separate agreement between HG Leach and Suva City Council.
iii. The Service provider shall be required to provide a clean and washed skip bin on every replacement as per the schedule or the Council instructions.

iv. The Service Provider should also ensure that the designated bin localities are supplied with the bin at all times with a replacement bin to be dropped prior to any removal.

10. **TENDER PRICE**

10.1 All tendered prices should be VAT inclusive.

10.2 Tenderer shall account for and clearly state all the cost associated with the various services that shall be rendered inclusive of skipping, bin rental cartage and area maintenance (spillage control etc) on the Prescribed Form of Tender.

11. **HEALTH AND SAFETY**

11.1 The Contractor shall ensure appropriate provisions of all safety equipment’s be made on all vehicles and associated equipment’s in use.

11.2 The Contractor shall ensure that all vehicles are in road worthy condition.

11.3 The Contractor shall ensure and provide all the necessary safety gear for the workers.

11.4 The Contractor shall be held responsible for compliance with the provisions of the Health and Safety Act in the due execution of this contract and liable for any breach of the said Act.

11.5 The Contractor shall entail an OHS workplace policy and be certified in accordance to the National Labour and OHS Law.

12. **CONTRACTOR TO COMPLY WITH LAWS & REGULATIONS**

The Contractor shall at all times be compliant in every aspect of the operations irrespective of where the company operates from or does their day to day business. This includes when based in or passing through adjoining municipality boundaries, Naboro Landfill site, whilst in transit on Highway, work sites, Council Depot, etc. All Regulations, local By-Laws, policies, standards, site rules/conditions, SOPs’ are to be strictly adhered to.
The Contractor shall also comply with all Government of Fiji and municipal laws and regulations which are applicable to its business, like Waste Transport permit from Department of Environment and in particular, those affecting health and safety, workers’ compensation and environmental matters. Contractor to operate from a designated/approved yard outside residential areas in compliance with zoning requirements. **Any breach of regulatory/compliance requirements will be recorded and used for Contractor assessment and evaluation purposes.** Serious breach will result in Council putting the Contractor to notice for termination of Contract.

13. **EMPLOYMENT OF CHILDREN**

The Contractor shall not employ children contrary to the provisions of the Employment Act or to any other conventions concerning child labour to which the Fiji Government is a signatory.

14. **TERMINATION OF CONTRACT**

14.1 If the contractor fails to execute the works as per agreement, then the Council reserves the right to terminate the contract after giving **thirty (30) days’ notice** for such termination.

14.2 The Contractor after satisfying the Council of his inability to perform the contract shall give **thirty (30) days’ notice** in writing of his intention to terminate the contract.

14.3 The Suva City Council reserves the right to terminate the agreement without cause at any time upon thirty (30) days prior written notice.

15. **TRANSFER AND ASSIGNMENT**

The Contract or any part, share or interest in it shall not be transferred or assigned by the Contractor directly or indirectly to any person.

16. **PERIOD OF CONTRACT**

The contract shall be for a period of (thirty-six) 36 months.

17. **INDEMNIFICATION**

17.1 The Contractor shall fully and completely indemnify the Suva City Council in respect of all claims by any person whatsoever for injury to any person or property caused either directly by or in connection with or arising out of the use of the item.
17.2 Prior to signing the contract the contractor shall obtain a valid Workmen’s Compensation Insurance Policy and a valid Public Liability Insurance Policy and shall maintain such insurance policies valid during the period of contract.

18. **EVALUATION OF TENDERS**

18.1 Tenders will be assessed against requirements as set out in the tender document by Suva City Council at its discretion.

18.2 The relative capability of each tenderer to deliver the required services will be assessed according to the criteria described below:-

- Compliance with Suva City Council tender requirements.
- Price or value of tender.
- Degree of implementation risk to Suva City Council and rate payers.
- The potential of the tenderer to deliver good value for money on a sustainable basis.
- Any other factors considered relevant to Suva City Council.

18.3 Tender evaluation will proceed on the basis of a weighting between non-price attributes and price attributes.

18.4 The non-price attributes includes:-

- A strong commitment to comply with Suva City Council contract policies.
- Evidence of company financial health, company ownership, directors and share-holders.
- Relevant referee reports to confirm industry trade records, experience in similar contract.
- Asset ownership which includes trucks, skip bins, staff level etc..
- Health and safety aspect in relation to protection of workers health and welfare.

19. **EVALUATION PROCESS**

18.1 Each tender will be assessed as to their capability to perform the services and the strength of their proposed service delivery solution before consideration is given to assessing value for money.

18.2 Tenderers shall not approach any Suva City Council employee other than the authorized representatives concerning any aspect of this tender. Any tenderer who either directly or indirectly makes any such approach may be disqualified.

18.3 The authorized representative for this tender are the Director Services – Aaron Phillips (Phone 3313 433 Ext. 499) and the Senior Health Inspector (Operations) – Mr Kritesh Maharaj (Phone No. 3313 433 Ext. 404).
20. **SPECIAL CONDITIONS**

a) The tenderer shall produce valid business registration, TIN and VAT registration, Waste Permit from Department of Environment at the time of signing an agreement with the Council.

b) Suva City Council reserves the rights to remove, relocate or terminate the use of skip bin from any locations enlisted herein without cause.

c) The tenderer shall be required to provide a performance bond amounting to a total sum of 3 weeks of operational cost as per the tendered amount. This value shall be calculated by multiplying the selected bidder’s price to that of the baseline information for the current services (average number of collection per week for the selected or tendered area).

**SECTION C: INFORMATION REQUIRED FROM TENDERERS**

**INSTRUCTIONS**

- You are required to answer each question in this section. Questions are set out in italics and numbered. You must use this numbering system in your response. Where a question is not relevant to your tender then you must indicate ‘N/A’ or ‘Not Applicable’ against the respective question number in your tender. If the question invites you to comment and you do not choose to, then you must indicate ‘No Comment’ against the respective question number in your tender.

- Descriptions of the expected levels of service delivery are provided in the Terms and Conditions of the document.

1. **Executive Summary**

   Please provide an executive summary of your proposal outlining the key advantages of your tender to the Suva City Council.

2. **Organization Profile**

   Provide a company profile that includes:-
   
   - *Name and address of company or organization.*
   - *Type of legal entity e.g. partnership, private, listed, trust, limited liability, Youth Group, etc.*
   - *Details of directors and shareholders.*
   - *Management structure.*
   - *Brief curriculum vitae of owner and/or key employee/s.*
   - *Attach certified copy of registration certificate of your company or organization.*
• Attach valid vat registration certificate, tin letter, FNPF compliance; FRCS compliance and valid business licenses.
• Attach copy of waste transport permit from Department of Environment

3. **Company Representative for This Process**

Provide the name, title and contact information for the person authorized to represent you in your tender.

4. **Financial Health**

Provide information demonstrating the financial health and performance of your organization over the last three years. This information may be certified by your accountant or bankers.

5. **Relevant Experience**

5.1 Outline the experience your organization has that is relevant to the performance of the services sought by Suva City Council. List relevant reference sites that are similar to the Suva City Council Skip Bin Contract and for each one describe:

- Name of customer organization
- Date contract commenced
- Facility details and services provided
- Type of contract and management relationship

5.2 Provide a contact name, title and phone number, for the listed reference sites. Please advise the referee that they may be contacted by Suva City Council. Note that it is extremely important to only nominate referees that have had a significant involvement in the contractual relationship between your organization and the customer organization.

6. **Health and Safety**

6.1 Explain what health and safety means to you or your company?
6.2 What measures will you take to address health and safety aspects?

7. **COMMUNITY NEEDS/EXPECTATIONS**

7.1 Explain how you would meet the communities’ needs and expectation?
7.2 What actions will you take to deal with complaints (Complaint management)?
7.3 Will you be able to meet your corporate social responsibility towards community?
8. **STAFF AND WAGE RATE**

9.1 What wage rate will you pay to your different categories of worker? Please specify category of workers and the wage rate.

9.2 How many workers will you employ in total for this contract service delivery?

9. **ASSET REQUIREMENT**

9.1 Are you in a position to provide all the necessary trucks, pick-ups, machinery and other equipment to execute this contract to the expected standard?

9.2 Will you be able to maintain your assets in good order throughout the contract period?

9.3 Will you own the above assets or are you going to hire the assets and equipment?

9.4 Please give an indication of total assets owned or hired by your organization for this contract?

9.5 Do you have an approved workshop/yard in compliance with zoning requirements? If yes, state location.

10. **PUBLIC LIABILITY INSURANCE**

Do you agree to pay and maintain a valid Public Liability Insurance to indemnify the Council for the entire period of the contract?

11. **PERFORMANCE BOND**

Do you agree to provide a performance bond for the entire duration of the contract?

12. **HOLD HARMLESS AGREEMENT**

Do you agree to enter into a “Hold Harmless Agreement” or contract in which you agree to hold the Council free from the responsibility for any liability or damage that might arise out of the Contract Works undertaken?

13. **TRAINING**

Do you agree to provide training for your staff to improve your performance and adopt best practice?

14. **INTRODUCTION OF NEW INITIATIVES**

Please indicate some of the new initiatives/techniques/methodologies/technology/equipment as best practice which you as a Contractor will be introducing to bring about desired technology changes in find solutions to municipal service delivery in modern day environment away from conventional labor intensive methods.
The Service provider shall indicate appropriate methods of reporting and monitoring system that shall be made available to Suva City Council. This may be used to add value to the works conducted – This include GPS monitoring reports, other technological data recording system etc.

The initiatives can be further suggestive to waste reduction activities, 3R program, Community capacity building and installation and sponsorship of litter bins etc.

16 **COMMUNICATION**

*Please indicate the means of communication such as telephone, etc., that you will provide to facilitate communication for service delivery.*

17 **TENDER PRICE**

*Please provide a price quotation as per the tender form provided in this document.*

Dumping fee will be paid directly to the Landfill Operator by the Council and shall not be inclusive in the Tender value.

All accumulated waste around the Community skip bins shall be managed by the service provider or contractor and this shall be inclusive in the contractual agreement.

Since Naboro Landfill is closed on Sundays – the Suva Market Bins which are removed on Sundays will have to be discharged on Mondays, hence, associated cost should be reflected in additional flat fees.

Interested Waste Management Companies may tender for a specific location(s) or for general service providing in all the enlisted areas of interest. (Suva City Periphery, Suva Peri Urban, Nasinu Town Council Delegated Boundaries, SCC Market and Properties).
SECTION D: OTHER REQUIREMENTS

Only reputable companies who have the resource and experience in similar type of works would be given preference to undertake the works.

For further information and inspection – please contact Mr Kritesh Maharaj on telephone number 331 3433 Ext. 404.

Specifications and Prescribed Forms of Tender which must be properly filled may be obtained from the Department Services, Civic Administration Building, between 8:00 a.m. and 3:00 p.m. – Monday to Friday. The officer can be contacted on telephone 331 3433 Ext. 404 or email kritesh.maharaj@scc.org.fj

Tenders in sealed envelopes clearly marked “TENDER FOR HIRE & cartage OF SKIP BINS”, are to be dropped into Tender Box on the 2nd Floor, Civic Administration Building, Victoria Parade, Suva.

The lowest or any tender will not necessarily be accepted. Tenders will be opened immediately after the closing.

Tenderers are allowed to be present at the opening. TENDERS MUST BE SUBMITTED BEFORE THE CLOSING TIME. The tenders close on Monday 7th February, 2022 at 3.00pm.

Any tender received after the closing time will not be considered.

Kritesh Maharaj

SENIOR HEALTH INSPECTOR OPERATIONS

for DIRECTOR SERVICES
I/We the undersigned having read the tender documents hereby offer and undertake to carry out the following services- placement of bins in Council approved locations, maintenance and clearing of any overspill on the designated area and cartage of full bins for disposal at the Naboro landfill for a period thirty-six (36) months for the sum quoted below. The tender price shall be VAT exclusive.

TENDER PRICE FOR ITEMS OF WORK AS SPECIFIED HERE UNDER
LOCATION:
COMPANY NAME:

<table>
<thead>
<tr>
<th>BIN SIZE</th>
<th>RENTAL PER DAY (VIP)</th>
<th>CARTAGE COST TO NABORO LANDFILL (VIP)</th>
<th>ADDITIONAL FLAT FEES (VIP) PER BIN FOR MARKET BINS REMOVED ON SUNDAYS &amp; DUMPING ON MONDAYS, SPILLAGE CONTROL etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5 Cubic Meters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 Cubic Meters</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

i. Preferred bin capacity are 4.5 cubic meters, and 9 cubic meters.
ii. Dumping fee will be paid directly to the Landfill Operator by Council and does not form part of this Contract
iii. All over spillage and accumulated waste around the bins placed in the community shall be managed by the service provider or contractor responsible and all associated costs are to be submitted in the form above.
iv. Since Naboro Landfill is closed on Sundays – the Suva Market Bins which are removed on Sundays will have to be discharged on Mondays, hence, associated cost should be reflected in additional flat fees.
v. Interested Waste Management Companies may tender for a specific location or for general service providing in all the enlisted areas of interest. (Suva City Periphery, Suva Peri Urban, Nasinu Town Council Delegated Boundaries, SCC Market and Properties).
I/We agree that if this tender is accepted, I/We will lodge with the Council when called upon to do so immediately upon acceptance of this tender the sum of:

$20,000 or as agreed in the Contractual Agreement for the due performance of the contract.

I/We further agree that in the event of MY/OUR failing to execute such Agreement and or making such security deposit as aforesaid within fourteen (14) calendar days from the date of acceptance of this tender, the Council may revoke any such acceptance without payment of ME/US of any compensation whatsoever and howsoever arising and I/WE shall be responsible for all damages sustained by the Suva City Council arising from MY/OUR default.

DATED this ............ day of ....................................................... 2022.

TENDERER: ..............................................................................................................................

SIGNATURE: ............................................... COMPANY SEAL

POSITION (COMPANY SECRETARY/DIRECTOR) ..............................................................

ADDRESS: ............................................................................................................................

TELEPHONE NO: ....................................................................................................................

WITNESS TO ABOVE SIGNATURE: ....................................................................................

NAME & ADDRESS: ............................................................................................................

DATE: .................................................................