



**MERSEYSIDE WASTE DISPOSAL AUTHORITY**

# **CAPITAL ACCOUNTING VALUATIONS 2019 TO 2021**

December 2018  
Merseyside Waste Disposal Authority  
7th Floor  
No. 1 Mann Island  
Liverpool  
L3 1BP

## Document Revision History

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<b>Issue</b>	<b>Author</b>	<b>Date</b>	<b>Amendments</b>
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## **Merseyside Waste Disposal Authority**

### **Capital Accounting Valuations 2019 to 2021**

#### **Instructions for Tendering**

**Tender must be submitted in accordance with the following instructions. Tenders not complying with these instructions in any particular may be rejected by the Authority whose decision in the matter shall be final.**

1. Merseyside Waste Disposal Authority is inviting tenders for a suitably qualified and experienced Chartered Surveyor to undertake a capital accounting valuations of waste management facilities (including energy from waste facility) along with annual valuation updates for a period of three years.
2. The Authority does not bind itself to accept the lowest or any tender.
3. The tender document must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.
4. The tender should be made on the 'Form of Tender' incorporated in this document. It should be signed by the tenderer and submitted with the 'Schedule of Rates and Prices', which should be fully priced in ink, and accompanied by the Conditions of Contract and Scope of Works to the address and not later than the date and time stated in paragraph 13 below.
5. No unauthorised alteration or addition should be made to the Form of Tender, to the Schedule of Rates and Prices or to any component of the tender document.
6. No tenders received after the fixed date shall be considered unless the Authority is satisfied that there is evidence of posting in time for delivery by the due date in the normal course of post, and the other tenders which were received by the specified time have not been opened.
7. Tenders must not be qualified and must be submitted strictly in accordance with the tender documents. Tenderers must not make unauthorised changes to the tender documents. Only tenders submitted without qualification strictly in accordance with the tender documents as issued (or subsequently amended by the Authority) will be accepted for consideration. The Authority's decision on whether or not a tender is acceptable will be final and the tenderer concerned will not be consulted. Qualified tenders will be excluded from further consideration and the tenderer notified.
8. Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised as soon as possible with Mr. Graeme Bell or Mr. Tony Byers telephone: 0151 255 1444.

9. Unit notes and prices must be quoted in pounds sterling and whole pence.
10. The assessment of tenders will be based on the criteria of the most economically advantageous tender. The assessment will have particular reference to;
  - i) Price
  - ii) Ability to meet Scope of Works
  - iii) Tenderers experience and qualifications

The above factors are **not** stated in any order of merit.

11. It is the responsibility of Tenderers to obtain for themselves and at their own expense, any additional information necessary for the preparation of their tenders.
12. All costs associated with the preparation of a response to the tender document shall be borne in full by the tenderer.
13. Tenders should be sent by registered post, recorded delivery service or Data post, or delivered by hand to;

Chief Executive,  
Merseyside Waste Disposal Authority,  
7<sup>th</sup> Floor, No.1 Mann Island,  
Liverpool,  
L3 1BP

so as to arrive not later than the time and date stated in the letter accompanying this document. Tenders shall be submitted in a sealed envelope, which shall not bear any mark or franking indicating the identity of the tenderer. Tenders must not be sent by any other form of postal service.

**N.B.** It is not a condition of posting required by the Post Office that the name of the sender must appear on the envelope in any of the postal services mentioned in this paragraph.

14. The Tenderers shall provide alongside their tender submission either a copy of their Company Environmental Policy or ISO14001 Certification.

## **Conditions of Contract**

### **1. Definitions**

- 1.1. In the Contract (as herein defined) the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires: -
  - 1.1.1. "Audit Query" means a clarification point or question from the Authority's auditors in relation to the Valuation
  - 1.1.2. "Authority Property" means all items, including Confidential Information whether physical or electronic provided by the Authority to the Surveyor during the course of the Contract. For the avoidance of doubt, all information provided by the Authority to the Surveyor during the course of the Contract shall be considered to be Confidential Information
  - 1.1.3. "Authority" means the Merseyside Waste Disposal Authority and includes the authority's personal representatives successors and permitted assigns
  - 1.1.4. "Chartered Surveyor" means an individual who is a member or fellow of RICS
  - 1.1.5. "CIPFA" means the Chartered Institute of Public Finance and Accountancy
  - 1.1.6. "Confidential Information" means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would or would be likely to prejudice the commercial interests of any person, trade secrets, intellectual property rights, know-how of either the Authority, its Contractors or the Surveyor and all personal data within the meaning of the Data Protection Act 2018
  - 1.1.7. "Contract" means the Conditions of Contract, Scope of Works, the Priced Schedule of Rates, the Tender, the written acceptance thereof and the Contract Agreement (if completed)
  - 1.1.8. "Contractors" means the Authority's operational contractors, Suez and Veolia
  - 1.1.9. "Date for Commencement" means a date for commencement of the Contract determined in accordance with Clause 4 of the Conditions of Contract.
  - 1.1.10. "Day" means one working day, Monday to Friday, not including Bank Holidays

- 1.1.11. "Environmental Policy" means a written statement demonstrating the commitment of an organization to the laws, regulations, and other policy mechanisms concerning environmental issues.
- 1.1.12. "ISO14001" means ISO14001: 2015 Environmental management systems – Requirements with guidance for use
- 1.1.13. "Month" means calendar month.
- 1.1.14. "RICS" means the Royal Institution of Chartered Surveyors
- 1.1.15. "Schedule of Rates" means the priced and completed Schedule of Rates.
- 1.1.16. "Scope of Works" means the Scope of Works referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Authority.
- 1.1.17. "Surveyor personnel" means all employees, agents, Surveyors of the Surveyor and/or of any Sub-Surveyor.
- 1.1.18. "Surveyor" means the person or persons firm or company whose tender has been accepted by the Authority and includes the Surveyor's personal representative's successors and permitted assigns.
- 1.1.19. "Valuation" means an opinion of the value of an asset or liability on a stated basis, at a specified date.
- 1.2. Reference to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.
- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4. The headings in these Conditions shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.5. A reference to any particular legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

- 1.7. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

## **2. Terms of Engagement**

- 2.1. The Authority shall engage the Surveyor and the Surveyor shall provide the Services on the terms of this agreement.
- 2.2. The Surveyor shall undertake the valuation subject to Clause 2 of the Scope of Works

## **3. Duties and Obligations**

- 3.1. During the Contract the Surveyor shall:
  - 3.1.1. promptly and efficiently complete the valuation in accordance with the provisions set out in the Scope of Works, Schedule 1, and shall comply with the accounting and information provisions of Schedule 2.
  - 3.1.2. comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.
  - 3.1.3. provide the Services with reasonable care, skill and ability and use his best endeavours to promote the interests of the Authority
  - 3.1.4. advise the Authority as soon as reasonably practicable if unable to provide the Services due to illness or injury.
  - 3.1.5. comply with all reasonable standards of safety and comply with the health and safety procedures in force at the premises where the Services are to be provided.
- 3.2. Unless he has been specifically authorised to do so by the Authority in writing, the Surveyor shall not:
  - 3.2.1. have any authority to incur any expenditure in the name of or for the account of the Authority.
  - 3.2.2. hold himself out as having authority to bind the Authority.
  - 3.2.3. sub-let or assign the contract or any part thereof.
- 3.3. The Authority shall:
  - 3.3.1. comply with the payment provisions of Clause 10 of the Conditions of Contract provided that the Authority has received full and accurate information and documentation as required by Schedule



2, and by the Schedule of Works, to the reasonable satisfaction of the Authority.

- 3.3.2. as soon as practical provide all information available to the Authority, or that which would be available through reasonable enquiry, as required by the Surveyor necessary for the provision of the Valuation. Provided that the information requested is not subject to any obligation of confidentiality to any third party.

#### **4. Copyright**

- 4.1. Copyright in all reports and other documents and materials arising out of the Valuation provided by the Surveyor under this Contract are to be assigned to and shall vest in the Authority absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

#### **5. Warranty and Indemnity**

- 5.1. The Surveyor warrants to the Authority that the obligations of the Surveyor under this Contract will be performed by appropriately qualified, experienced and trained personnel with reasonable skill, care and diligence. This shall include suitable experience and knowledge of Energy from Waste Facilities
- 5.2. The Authority will be relying upon the Surveyor's knowledge, expertise and experience in the performance of the Valuation and also upon the accuracy of all representations or statements made and the advice given by the Surveyor in connection with the performance of the Valuation and the accuracy of any documents conceived, originated, made or developed by the Surveyor as part of this Contract.
- 5.3. Without prejudice to any other remedy, if any part of the Valuation is not performed in accordance with this Contract then the Authority shall be entitled, where appropriate, to require the Surveyor promptly to re-perform the relevant part of the Valuation without additional charge to the Authority.
- 5.4. The Surveyor shall be liable for and shall indemnify the Authority in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property arising out of or in the course of or caused by the Surveyors negligence in provision of the Valuation.
- 5.5. The Surveyor shall be liable for and shall indemnify the Authority against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Surveyor.

- 5.6. All property of the Surveyor whilst on the Authority's premises shall be there at the risk of the Surveyor and the Authority shall accept no liability for any loss or damage howsoever occurring to it.
- 5.7. The Surveyor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract.
- 5.8. The Surveyor shall produce copies of its insurance certificates at the commencement of the Contract, each subsequent year of the Contract and upon request by the Authority certificates of insurance or a brokers letter in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

## **6. Termination**

- 6.1. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 6.2. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 6.3. This Contract may be terminated by the Authority with immediate effect by notice in writing if at any time:
  - 6.3.1. the Surveyor passes a resolution that it be wound-up or that an application be made for an administration order or the Surveyor applies to enter into a voluntary arrangement with its creditors; or
  - 6.3.2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Surveyor's property, assets or any part thereof; or
  - 6.3.3. the court orders that the Surveyor be wound-up or a receiver of all or any part of the Surveyor's assets be appointed; or
  - 6.3.4. the Surveyor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
  - 6.3.5. the Surveyor is convicted (or being a company, any officers or representatives of the Surveyor are convicted) of a criminal offence related to the business or professional conduct.
  - 6.3.6. the Surveyor commits (or being a company, any officers or representatives of the Surveyor commit) an act of grave misconduct in the course of the business.

- 6.3.7. the Surveyor fails (or being a company, any officers or representatives of the Surveyor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
  - 6.3.8. the Surveyor fails (or being a company, any officers or representatives of the Surveyor fail) to fulfil his/their obligations relating to payment of taxes.
  - 6.3.9. the Surveyor fails (or being a company, any officers or representatives of the Surveyor fail) to disclose any serious misrepresentation in supplying information required by the Authority in or pursuant to this Contract.
  - 6.3.10. If the Surveyor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other contract with the Authority or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Authority or if the like acts shall have been done by any person employed by the Surveyor or acting on the Owner's behalf (whether with or without the knowledge of the Surveyor) or if in relation to the Contract or any other contract with the Authority the Owner or any person employed by the Surveyor or acting on the Surveyor's behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any superseding legislation or shall have given any fee for reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972 the Authority shall be entitled to terminate the contract and to recover from the Surveyor the amount of any loss resulting from such termination.
- 6.4. Nothing in Clause 6 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

## **7. Status of Surveyor**

- 7.1. In carrying out its obligations under this Contract the Surveyor agrees that it will be acting as principal and not as the agent of the Authority.
- 7.2. The Surveyor shall not say or do anything that may lead any other person to believe that the Surveyor is acting as the agent of the Authority.

## **8. Indexation**

- 8.1. The Schedule of Rates shall not be index linked. There shall be no indexation of the prices provided within the Schedule of Rates.

## **9. Value Added Tax**

- 9.1. The rates entered in the Schedule of Rates shall be deemed to be exclusive of Value Added Tax. In addition to the sums certified pursuant to Clause 10 the Authority shall pay the Surveyor such Value Added Tax as may be properly chargeable by the Surveyor in connection with the performance of Contract. The Surveyor shall issue a tax invoice in respect thereof.

## **10. Payment**

- 10.1. The Surveyor shall provide an invoice upon completion of each item specified in the Schedule of Rates.
- 10.2. Within thirty days of the date of delivery to the Authority of the invoice for payment in accordance with Clause 10.1 the Authority shall certify and pay to the Surveyor the amount due to the Surveyor.
- 10.3. The Authority shall not be responsible for any delay in payment caused by an incomplete or illegible invoice.
- 10.4. For the avoidance of doubt, no fee shall be payable in respect of any period during which the Valuation is not provided.

## **11. Quality Standards**

- 11.1. Where an appropriate British Standard specification or British Standard Code of Practice issued by the British Standards Institute is current all goods materials and services supplied used or provided shall be in accordance with that standard without prejudice to any higher standard required by the Contract.

## **12. Confidential Information**

- 12.1. The Surveyor acknowledges that in the course of the Agreement he will have access to Confidential Information. The Surveyor has therefore agreed to accept the following restrictions:
- 12.2. The Surveyor shall not (except in the proper course of his duties), either during the Contract or at any time after the Termination Date, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- 12.2.1. any use or disclosure authorised by the Authority or required by law.
- 12.2.2. any information which is already in, or comes into, the public domain otherwise than through the Surveyor's unauthorised disclosure.

- 12.3. At any stage during the Engagement, the Surveyor will promptly on request return all and any Authority Property in his possession to the Authority.

### **13. Freedom of Information**

- 13.1. The Surveyor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its information disclosure obligations.
- 13.2. The Surveyor shall procure that it and its Sub-Contractors shall:
- 13.2.1. transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information.
  - 13.2.2. provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority's request.
  - 13.2.3. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 13.3. The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 13.4. In no event shall the Surveyor respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 13.5. The Surveyor acknowledges that (notwithstanding the provisions of Clause 9) the Authority may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Surveyor or the Agreement:
- 13.5.1. in certain circumstances without consulting the Surveyor.
  - 13.5.2. following consultation with the Surveyor and having taken their views into account.
- 13.6. Where Clause 10.5.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate,

to give the Surveyor advanced notice, or failing that, to draw the disclosure to the Surveyor's attention after any such disclosure.

- 13.7. The Surveyor shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

#### **14. Data Protection**

- 14.1. The Surveyor consents to the Authority holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 2018) relating to the Surveyor.
- 14.2. The Surveyor shall ensure adequate protection is afforded to personal information under the control of the Authority as Data Controller to which a contractor may have access in the course of fulfilling the terms of the contract and specifically that the Surveyor must agree to abide by specific terms in relation to its handling of such personal information in performance of the contract.

#### **15. Amendment and Variation**

- 15.1. No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.
- 15.2. The Surveyor shall comply with any formal procedures for amending or varying contracts which the Authority may have in place from time to time.

#### **16. The Contract (Rights of Third Parties) Act 1999**

- 16.1. This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

#### **17. Waiver**

- 17.1. No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.
- 17.2. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy

#### **18. Notices**

- 18.1. Any notices to be given under this Contract shall be delivered personally or sent by post or email to the Contract Manager (in the case of the Authority) or to the address set out in this Contract (in the case of the Surveyor).

- 18.2. Any such notice shall be deemed to be served at the time of delivery (if delivered personally or via email), or 48 hours after posting (if sent by post).

## **19. Dispute Resolution**

- 19.1. The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 19.2. Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 19.3. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

## **20. Discrimination**

- 20.1. The Surveyor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

## **21. Law and Jurisdiction**

- 21.1. This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

## **22. Surveyor's Liability**

- 22.1. The Surveyor's liability in respect of death or personal injury caused by its negligence shall be unlimited. Subject to this the Surveyor's total aggregate liability in respect of the performance or non-performance of the Contract whether in contract, tort, in negligence, under indemnity, for breach of statutory duty or otherwise shall be limited to a sum equal to two times the fee payable under this Contract.
- 22.2. The Surveyor shall not be liable whether in contract, in tort (including negligence), under any indemnity, for breach of statutory duty or otherwise, irrespective of cause and notwithstanding its negligence or breach of duty (statutory or otherwise) for (i) any indirect or consequential loss; (ii) any loss of profit (including anticipated profit), business or production loss of revenue, loss of or damage to goodwill, loss of contracts, money payable to third parties on account of delay or loss of savings (whether anticipated or otherwise) in each case whether direct or indirect."

## **23. Health and Safety**

- 23.1. The Surveyor shall take all such precautions as are necessary to protect health and safety of all persons employed by it and others to comply with the requirements of all Health and Safety Legislation and of any other Acts, Regulations, Orders or Codes of Guidance pertaining to the health and safety of employed persons or members of the public who may be affected by the contract.
- 23.2. Prior arrangement shall be made by the Surveyor with the Authority before undertaking site visits.
- 23.3. The facilities to be valued under this Contract are operational waste facilities operated by the Authority's Contractors. Each facility has its own site rules that shall be obeyed with at all times by the Surveyor.
- 23.4. Upon appointment, the Surveyor shall provide the Authority with a schedule of visits. The Authority shall provide contact details for each facility listed at Schedule One upon appointment.
- 23.5. The Surveyor shall confirm each visit not less than 48 hours prior to the visit being undertaken.
- 23.6. The Surveyor shall be expected to provide their own Personal Protective Equipment and comply with all site rules.
- 23.7. The Surveyor shall undertake site inductions as required by the Operator of each site in turn.

## **24. Environmental Considerations**

- 24.1. The Surveyor shall take all due consideration of environmental impacts associated with the fulfilment of the Scope of Works.



## **Form of Agreement Incorporating Collusive Tendering Certificate**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2019  
**BETWEEN MERSEYSIDE WASTE DISPOSAL AUTHORITY** of 7<sup>th</sup> Floor, No. 1  
Mann Island, Mann Island, Liverpool, L3 1BP (hereinafter called "the Authority") AND  
\_\_\_\_\_ whose registered  
office is situated at \_\_\_\_\_  
(hereinafter called "the Surveyor")

### **WHEREAS**

The Authority wishes for a capital accounting valuation of waste management facilities along with annual valuation updates to be undertaken, and has prepared the following documents that deal with the Authority's specific requirements in that regard

- a) The Conditions of Contract
- b) The Scope of Works
- c) The Schedules

The Surveyor has submitted a Tender in the form required by the Authority offering to perform the services, and the Tender has been accepted by the Authority by a letter dated \_\_\_ / \_\_\_ / \_\_\_\_\_ ("the letter of acceptance").

### **NOW IT IS HEREBY AGREED** as follows

(1) The following documents shall be deemed to form and be construed as part of this Agreement and shall be hereinafter collectively referred to as "the Contract Documents"

- a) The Conditions of Contract
- b) The Schedules
- c) The Priced Schedule of Rates
- d) The Scope of Works
- e) The Letter of Acceptance

(2) In consideration of the Surveyor carrying out and fulfilling the Authority's requirements as set out in the Contract Documents, the Authority will make to the Surveyor such payments as such times and in such a manner as is more particularly described in the Contract Documents.

In consideration of the Authority making to the Surveyor such payments at such times and in such a manner as is more particularly described in the Contract Documents, the Surveyor will carry out and fulfil the Authority's requirements as set out in the Contract Documents.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the rates contained in the said Schedule of Rates by or under or in accordance with any agreement with any other person. We also certify that we have not done and we

undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

- a) Communicating to a person other than the person calling for those tenders the amount or approximate amount of the rates contained in the said Schedule of Rates, except where the disclosure, in confidence, of the approximate rates was necessary to obtain insurance premium quotations required for the preparation of the tender;
- b) Entering into any agreements or arrangements with any other person that he shall refrain from tendering or as to the amount of any rates to be submitted;
- c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly, to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said provision any acts or thing of the sort described above.

In this certificate the word 'person' includes any persons and anybody or association, corporate or unincorporate, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

We are,

Yours faithfully

Signed \_\_\_\_\_

in the capacity of \_\_\_\_\_

Duly authorised to sign tenders and give such certificate for and behalf of (in BLOCK CAPITALS)

Company \_\_\_\_\_

Postal Address \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

## **Scope of Works**

### **1. General**

- 1.1. Merseyside Waste Disposal Authority has an obligation to value its property portfolio on a regular basis in order to comply with CIPFA's Accounting Code of Practice. The Authority has decided that it will use a triennial valuation as the most appropriate way of meeting those requirements.
- 1.2. The Authority requires a full valuation of its property portfolio in 2019 with an annual update, to confirm whether valuation conditions for the Authority's assets have changed significantly each year in February 2020 and February 2021.
- 1.3. To this effect the Authority wishes to appoint a suitably qualified and experienced Surveyor to undertake a full valuation of the properties listed at Schedule One in accordance with RICS and CIPFA guidance. The Contract will be for a term of three years as set out at Clause 2 below

### **2. The Valuation**

- 2.1. The Authority wishes to employ a suitably qualified and experienced Chartered Surveyor to value each of the properties within the Authority's portfolio.
- 2.2. The Valuation will be undertaken in three stages:-
  - 2.1.1 Undertake a Valuation of all property listed in Schedule One by 22<sup>nd</sup> February 2019. The Valuation date shall be the 31<sup>st</sup> March 2019.
  - 2.1.2 Update the Valuation report as to whether there has been any material considerations that may impact upon the property valuations from the 2019 Valuation report to the 31<sup>st</sup> March 2020. This report shall be completed and submitted to MWDA by 21<sup>st</sup> February 2020
  - 2.1.3 Update the Valuation report as to whether there has been any material considerations that may impact upon the property valuations from the 2019 Valuation report to the 31<sup>st</sup> March 2021. This report shall be completed and submitted to MWDA by 20<sup>th</sup> February 2021.
- 2.2. Additionally, and as and when necessary, the Surveyor shall provide support to the Authority in responding to any Audit Queries relating to the Valuation.

### **3. Surveyors Experience**

- 3.1. Subject to 4 below, the Valuation shall be carried out in accordance with the relevant professional standards and guidance
- 3.2. The Surveyor employed to undertake each valuation shall provide evidence of their experience to the Authority.

- 3.3. The Surveyor shall have suitable experience in undertaking valuations of waste and Energy from Waste/energy generation facilities. A Curriculum Vitae or outline of experience for all Chartered Surveyors to be employed on this Contract shall be submitted as part of the tender return.

#### **4. Basis of Valuation**

- 4.1. The Valuation shall be undertaken in accordance with the relevant requirements of the RICS Valuation - Professional Standards (the 'Red Book')
- 4.2. In accordance with the requirements of IFRS, the valuation shall report the fair value of each interest. Additionally, where an asset's value is deemed to be in excess of the de minimis level of £500,000, it shall be necessary for the Surveyor to componentise the valuation for that asset.
- 4.3. In accordance with RICS and IFRS guidance, the Depreciated Replacement Cost (DRC) approach shall be used where it is deemed appropriate.
- 4.4. Any assumptions made within the Valuation shall be set out within the body of the report.

#### **5. Post Valuation Audit Queries**

- 5.1. Following acceptance of the Valuation by the Authority, the Surveyor shall as necessary provide support to Authority with any queries raised by the Authority and its auditors in relation to the completed Valuation.
- 5.2. The Surveyor shall, where necessary, provide support at the hourly rate specified in the Schedule of Rates as and when requested by the Authority.
- 5.3. Requests for support will be made via email and or phone call by the Authority to the Surveyor.
- 5.4. The Surveyor shall respond to the queries in a timely manner and within the timeframe specified by the Authority at the time the query is raised.
- 5.5. Any requests for support shall be invoiced as a separate item pursuant to Clause 10.

### **Schedule One: Property Register**

- 1.1. In total there are 28 properties to be assessed as part of the Valuation.
- 1.2. Upon appointment, the Authority shall provide copies of the most recent valuations undertaken on the properties
- 1.3. A number of properties are co-located, adjacent or within close proximity of one another.

Ref.	Site Name	Description	Operator	Address	Postcode	Easting	Northing
S1.1	Bidston Integrated Waste Management Facility	Waste Transfer Station, Materials Recovery Facility, Household Waste Recycling Centre and Accommodation Unit (Site owned by MWDA)	Veolia	Wallasey Bridge Road, Wallasey, Wirral	CH41 1EB	329777	390696
S1.2	Bidston Moss Closed Landfill Site	Closed Landfill Site (Site Owned by MWDA with a piecrust lease to The Forestry Commission)	MWDA	via Wallasey Bridge Road, Wallasey, Wirral	CH41 1EB	329777	390696
S1.3	Billinge Hill Quarry Closed Landfill Site	Closed Landfill Site (Not owned by MWDA. The Authority has environmental responsibility for the site)	MWDA	off Rainford Road, Billinge, St Helens	WN5 7HF	352677	401328
S1.4	Clatterbridge HWRC	Household Waste Recycling Centre (Owned by MWDA)	Veolia	Mount Road, Bebington, Wirral	CH63 6JE	332033	382488
S1.5	Formby HWRC	Household Waste Recycling Centre (Owned by MWDA)	Veolia	Altcar Road, Formby, Sefton	L37 8EG	331118	407023
S1.6	Foul Lane Closed Landfill Site	Closed Landfill Site (Owned by MWDA)	MWDA	Foul Lane, Southport, Sefton	PR8 5LA	336077	415985
S1.7	Gillmoss MRF	Materials Recovery Facility (Land owned by MWDA).	Veolia	Bridgehouse Lane, Gillmoss, Liverpool	L10 5HA	339663	396500
S1.8	Gillmoss Vacant Plot 1	Vacant Land (Owned by MWDA)	Veolia	Bridgehouse Lane, Gillmoss, Liverpool	L10 5HA	339618	396619
S1.9	Gillmoss Vacant Plot 2	Vacant Land (Owned by MWDA)	Veolia	Bridgehouse Lane, Gillmoss, Liverpool	L10 5HA	339851	396585
S1.10	Gillmoss WTS	Waste Transfer Station (Owned by MWDA)	Veolia	Bridgehouse Lane, Gillmoss, Liverpool	L10 5HA	339828	396674
S1.11	Huyton HWRC	Household Waste Recycling Centre (Owned by MWDA)	Veolia	Wilson Road, Huyton, Knowsley	L36 6AD	345833	389651

Ref.	Site Name	Description	Operator	Address	Postcode	Easting	Northing
S1.12	Huyton Waste Transfer Station	Waste Transfer Station (Owned by MWDA)	Veolia	Ellis Ashton Street, Huyton, Knowsley	L36 6BJ	345748	390221
S1.13	Kirkby HWRC	Household Waste Recycling Centre (Leased by MWDA)	Veolia	Depot Road, Kirkby, Knowsley	L33 3AR	343763	399571
S1.14	Newton-le-Willows HWRC	Household Waste Recycling Centre (Owned by MWDA)	Veolia	Junction Lane, Newton-le-Willows, St Helens	WA12 8DN	357335	394720
S1.15	Old Swan HWRC	Household Waste Recycling Centre (Leased by MWDA)	Veolia	Off Cheadle Avenue, Old Swan, Liverpool	L13 3AF	338695	391491
S1.16	Otterspool HWRC	Household Waste Recycling Centre (Leased by MWDA)	Veolia	Jericho Lane, Aigburth, Liverpool	L17 5AR	337686	386250
S1.17	Knowsley RTLS	Rail Transfer Loading Station for onward transportation of waste to Wilton 11 EfW. Leased by Suez	Suez	Woodward Road, Knowsley Industrial Park, Merseyside	L33 7UZ	343216	399738
S1.18	Rainhill HWRC	Household Waste Recycling Centre (Leased by MWDA)	Veolia	Tasker Terrace, Rainhill, St Helens	L35 4NX	349218	391536
S1.19	Ravenhead HWRC	Household Waste Recycling Centre (Owned by MWDA)	Veolia	Burtonhead Road, Ravenhead, St Helens	WA9 5EA	350877	394627
S1.20	Red Quarry Closed Landfill Site	Closed Landfill Site (Site Owned by MWDA with a piecrust lease to The Forestry Commission)	MWDA	Chester Lane, Clock Face, St Helens	WA9 4DE	351975	391983
S1.21	Roughdales Closed Landfill Site	Closed Landfill Site (Not owned by MWDA. The Authority has environmental responsibility for the site)	MWDA	Sutton Heath Road, St Helens	WA9 5HP	350631	393771
S1.22	Sefton Meadows Extension II Closed Landfill Site	Closed Landfill Site (Not owned by MWDA. The Authority has environmental responsibility for the site)	MWDA	via Sefton Lane, Maghull, Sefton	L31 8BX	336487	401567
S1.23	Sefton Meadows Extension III Closed Landfill Site	Closed Landfill Site (Not owned by MWDA. The Authority has environmental responsibility for the site)	MWDA	via Sefton Lane, Maghull, Sefton	L31 8BX	336487	401567

Ref.	Site Name	Description	Operator	Address	Postcode	Easting	Northing
S1.24	Sefton Meadows HWRC	Household Waste Recycling Centre (Owned by MWDA)	Veolia	Sefton Lane, Maghull, Sefton	L31 8BX	336487	401567
S1.25	South Sefton HWRC	Household Waste Recycling Centre (Leased by MWDA)	Veolia	Irlam Road, Bootle, Sefton	L20 4AE	333676	395279
S1.26	Southport HWRC and WTS	Waste Transfer Station and Household Waste Recycling Centre (Owned by MWDA)	Veolia	Foul Lane, Southport, Sefton	PR8 5LA	336077	415985
S1.27	West Kirby HWRC	Household Waste Recycling Centre (Leased by MWDA)	Veolia	Greenbank Road, West Kirby, Wirral	CH48 5HR	321602	387534
S1.28	Wilton 11 EfW	Energy from Waste facility, leased by Suez.	Suez	Wilton International, Middlesbrough, Cleveland	TS6 7RT	456452	521798

## **Schedule Two: Schedule of Rates**

### 1. Preamble

- 1.1. These preambles are deemed to form part of the Schedule of Rates.
- 1.2. In this Schedule of Rates the headings, sub-headings and item descriptions identify the services to be covered by the respective items but the exact nature and extent of the services to be performed is to be ascertained by reference to the Scope of Works and Conditions of Contract as the case may be.
- 1.3. The rates included in the Schedule of Rates shall be deemed to be the full inclusive value of the service covered by the item. This shall include all expenses (including any accommodation), mileage and transportation costs, labour, tools, equipment and instrumentation required to undertake the works expressed in the Scope of Works.
- 1.4. All items shall be priced and any items with the entry “included” and the like shall be deemed to have “nil” rate.
- 1.5. The rates entered into the Schedule of Rates shall be exclusive of VAT.
- 1.6. Rate A shall be the works required by clause 2.1.1 of the Scope of Works.
- 1.7. Rate B shall be the works required by clause 2.1.2 of the Scope of Works.
- 1.8. Rate C shall be the works required by clause 2.1.3 of the Scope of Works.
- 1.9. Rate D shall be the works, as and when deemed necessary by the Authority, by clause 2.4 of the Scope of Works.
- 1.10. Schedule of Rates

Item	Item	Unit	Rate	
			£	p
A	2019 Full Valuation Report	NA		
B	2020 Valuation Update Report	NA		
C	2021 Valuation Update Report	NA		
D	Audit query response	Per hour		