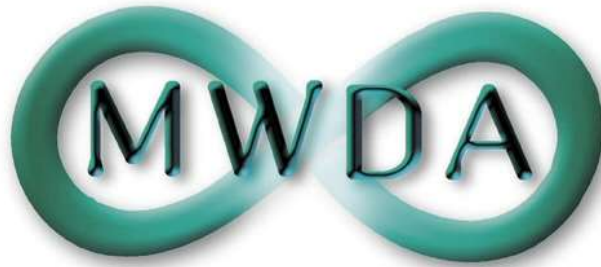


Name of Tenderer: _____



MERSEYSIDE WASTE DISPOSAL AUTHORITY

**CONTRACT FOR THE DESIGN, PROCUREMENT, AND
INSTALLATION OF A SURFACE WATER PUMPING
SYSTEM**

SEFTON MEADOWS LANDFILL SITE EXTENSION NO 2

TENDER DOCUMENT

**Instructions for Tendering
Form of Tender
Conditions of Contract
Specification
Schedule of Rates**

January 2022

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

CONTRACT FOR THE DESIGN, PROCUREMENT, AND INSTALLATION OF A SURFACE WATER PUMPING SYSTEM - SEFTON MEADOWS LANDFILL SITE EXTENSION NO 2

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 the design, procurement, and installation of a surface water pumping system. To be installed within the confines of an existing surface water retention lagoon and motor housing.
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 Specification 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. Tony Byers tel: 0151 255 2579.
9. Unit notes and prices must be quoted in pounds sterling and whole pence.
10. The appraisal of the tender submissions will be weighted 70% / 30%:

70% in favour of the Schedule of Rates
30% in favour of the Contractor Information Pack

The Contractor Information Pack is in itself weighted 60% / 40%:

60% of the score is allocated to Technical Resources and Experience
40% of the score is allocated to Health and Safety, Quality and the Environment

In this respect Tenderers attention is drawn to the need to complete and return with this tender the Contractors Information Pack

11. It is the responsibility of prospective 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,
7th 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 should be sealed in envelopes or secure packages with the labels provided affixed thereto. No envelope or package shall bear any mark or franking indicating the identity of the tenderer. Tenders must not be sent by any other form of postal service.

NB 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.

MERSEYSIDE WASTE DISPOSAL AUTHORITY

**CONTRACT FOR THE DESIGN, PROCUREMENT, AND INSTALLATION
OF A SURFACE WATER PUMPING SYSTEM - SEFTON MEADOWS
LANDFILL SITE EXTENSION NO 2**

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CONTRACT FOR THE DESIGN, PROCUREMENT, AND INSTALLATION OF A SURFACE WATER PUMPING SYSTEM - SEFTON MEADOWS LANDFILL SITE EXTENSION NO 2

FORM OF TENDER INCORPORATING COLLUSIVE TENDERING CERTIFICATE

To: The Merseyside Waste Disposal Authority

Having inspected the site, and examined the Conditions of Contract and Specification (and the matters set out in the Appendices) we offer to design, procure, and install the said Works in conformity with the said Conditions of Contract and Specifications and the other documents listed below for the sum of:

£.....

In words.....

We undertake to act as Principal Designer and Principal Contractor as defined in the Construction (Design and Management) Regulations 2015, and to comply with the requirements of the Regulations.

Unless and until a formal agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

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:

- a) Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender 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 incorporate, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signed	
in the capacity of	
Duly authorised to sign tenders and give such certificate for and behalf of (in BLOCK CAPITALS)	
Company Name	
Postal Address	
Date	

CONDITIONS OF CONTRACT

1. Definitions and Interpretations

- 1.1. In the Contract (as herein after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

<i>Authority</i>	Merseyside Waste Disposal Authority and includes the Authority's personal representative's successors and permitted assigns.
<i>CDM Regs</i>	the Construction (Design and Management Regulations 2015
<i>Contact</i>	the Conditions of Contract, Specifications Construction Information Pack (and the matters set out in the Appendices), the Tender, the written acceptance thereof, and the Contract Agreement (if completed).
<i>Contract Sum</i>	The Contractor price as entered onto the Form of Tender
<i>Contractor</i>	the person or persons firm or company whose tender has been accepted by the Authority and includes the Contractor's personal representative's successors and permitted assigns.
<i>Contractors Proposals</i>	the proposal submitted by the Contractor with the Tender, and as accepted by the Authority and included in the Contract.
<i>Data Protection</i>	General Data Protection Regulation 2016 is the European framework for data protection laws. Part of its requirement have been transposed into the UK's Data Protection Act 2018.
<i>Date for Commencement</i>	a date for commencement of the Contract determined in accordance with Clause 4 of the Conditions of Contract.
<i>Day</i>	one working day, Monday to Friday, not including Bank Holidays.
<i>Defects Correction Period</i>	A period of twelve months from the agreed completion of the Works
<i>Expiry Date</i>	the date six weeks on from the Date for Commencement.
<i>Freedom of Information</i>	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation
<i>Principal Contractor</i>	the principal contractor as defined and described in the CDM Regs
<i>Principal Designer</i>	the principal designer as defined and described in the CDM Regs

<i>Specification</i>	the Specifications 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.
<i>Works</i>	the activities expressed in the Conditions of Contract, Specifications, Construction Information Pack, (and the matters set out in the Appendices).

- 1.2. Words importing the singular also include the plural and words importing the masculine gender include the feminine gender and vice versa where the context requires.
- 1.3. 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.
- 1.4. All references herein to clauses are references to clauses numbered in these Conditions and not to those in any other documents forming part of the Contract.
- 1.5. The Contract shall be governed and construed in accordance with English Law.

2. General Obligations

- 2.1. The Contractor shall, subject to the provisions of the Contract undertake the design, procurement, and installation of a surface water pumping system (including all necessary ancillary equipment) as described in the Specifications during the period of the Contract.
- 2.2. During the Contract the Contractor shall:
 - a) promptly and efficiently complete the Works in accordance with the provisions set out in Specifications and shall comply with the accounting and information provisions of the Conditions of Contract.
 - b) 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.
 - c) undertake the Works with all due care, skill and ability and use their best endeavours to promote the interests of the Authority
 - d) advise the Authority as soon as reasonably practicable if unable to undertake the Works due to illness or injury.
 - e) take all such precautions as are necessary to protect the 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; and shall comply with

the health and safety procedures in force at the premises where the Works are to be undertaken.

2.3. Unless specifically authorised to do so by the Authority in writing, the Contractor shall not:

- a) have any authority to incur any expenditure in the name of or for the account of the Authority.
- b) hold himself out as having authority to bind the Authority.

2.4. The Authority shall:

- a) comply with the payment provisions of Clause 10 provided that the Authority has received full and accurate information and documentation as required, and that the Works have been undertaken to the satisfaction of the Authority.
- b) as soon as practical provide all information available to the Authority, or that which would be available through reasonable enquiry, as required by the Contractor necessary to undertake the Works. Provided that the information requested is not subject to any obligation of confidentiality to any third party.

3. Contract Period

3.1. The Contract period shall be six weeks from the Date for Commencement of the Contract pursuant to Clause 4.

3.2. It is anticipated that there will be a period of four weeks for the Contractor to complete the procurement, and a period of two weeks for the installation works.

4. Date of Commencement of the Contract

4.1. The Date for Commencement of the Contract shall be agreed confirmed in writing between the Contractor and the Authority.

5. Sufficiency of Tender

5.1 The Contractor shall be deemed to have satisfied themselves before submitting their tender as to the correctness and sufficiency of the tender price entered by them in the Form of Tender which shall (except insofar as it is otherwise provided in the Contract) cover all their obligations under the Contract and to have obtained for themselves all the necessary information as to the risks contingencies and any other circumstances which might influence or affect his tender.

5.1. Claims on the grounds of want of knowledge, in any respect, will not be accepted.

6. Assignment and Sub-letting

- 6.1. Neither the Authority nor the Contractor shall assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the other party.
- 6.2. The Contractor shall not sub-let the whole of the Contract. The Contractor shall not sub-let any part of the Contract without the consent of the Authority which consent shall not be reasonably withheld.
- 6.3. The Contractor shall be responsible for any acts defaults or neglects of any sub-contractor his agents' servants or workmen in the execution of the Contract or any part thereof as if they were acts defaults or neglects of the Contractor.

7. Statutory Obligations

- 7.1. The Contractor shall comply with any statute directive statutory instrument rule or order or any regulation or by-law applicable to the performance of the Contract and shall indemnify and keep indemnified the Authority against all penalties and liability of every kind for breach of any such provision by the Contractor.

8. Quality Standards

- 8.1. 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.

9. Warranty, Indemnity and Insurances

- 9.1. The Contractor warrants to the Authority that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Authority to expect in all the circumstances. The Authority will be relying upon the Contractor's knowledge, expertise and experience while undertaking the Works and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with Works and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract.
- 9.2. Without prejudice to any other remedy, if any part of the Works is not performed in accordance with this Contract then the Authority shall be entitled, where appropriate, to require the Contractor promptly to re-perform the relevant part of the Works without additional charge to the Authority.
- 9.3. The Contractor shall indemnify and keep indemnified the Authority against all claims for injury to or death of any person and for the loss of

or any damage to property (except insofar as the same are due to the act or neglect of the Authority or its Authorised employees) arising directly or indirectly from the carrying out of this Contract and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.

- 9.4. The Authority shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub-contractor (save and except that such accident or injury results from or is contributed to by any act or default of the Authority its agents or servants) and the Contractor shall indemnify and keep indemnified the Authority against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 9.5. Without prejudice to his liability to indemnify the Authority the Contractor shall maintain and shall cause any sub-contractor to maintain insurances to cover the Contractor's liability under Clause 9.
- 9.6. For all claims other than under Clause 9.4 against which this Clause requires the Contractor to insure the insurance cover shall be a minimum:

Public liability £2,000,000 for any one incident or any one claim and the liability for fixtures, chattels and goods shall be £1,000,000 for any one incident or any one claim.

Employers liability £2,000,000 for any one incident or any one claim

or such greater sum as the Contractor may choose in respect of any one incident and the Contractor's insurance policy effecting such cover shall have the interest of the Authority's endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Authority.

- 9.7. At the start of the contract the Contractor shall produce to the Authority the policy or policies of insurance cover notes premium receipts and other documents necessary to establish compliance with Clause 9.6.
- 9.8. The Authority shall indemnify and keep indemnified the Contractor against the injury to or death of any person or loss of or damage to any property including property belonging to the Contractor to the extent that it may arise out of the act default or negligence of the Authority its employees or agents other than the Contractor his employees and agents and against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto.

- 9.9. All property of the Contractor whilst on the Authority's premises shall be there at the risk of the Contractor and the Authority shall accept no liability for any loss or damage howsoever occurring to it.

10. Payment and Retention

- 10.1 The Authority reserves the right to retain 5% of the total contract value payable to the Contractor at the end of the Defects Correction Period
- 10.2 Within 14 days of the Works being completed in accordance with the Contractor proposals and to the satisfaction of the Authority, the Contractor shall submit an invoice for the contract sum, less the 5% Retention, for payment.
- 10.3 Within 14 days of the end of the Defects Correction Period, with all defects corrected to the satisfaction of the Authority, the Contractor shall submit an invoice for the 5% Retention sum free of any interest or any other charges.
- 10.4 Within thirty days of the date of delivery to the Authority of the invoice for payment in accordance with Clause 10.2 and 10.3 the Authority shall certify and pay to the Contractor the amount due to the Contractor.
- 10.5 The Authority shall not be responsible for any delay in payment caused by an incorrect, incomplete or illegible invoice.
- 10.6 For the avoidance of doubt, no fee shall be payable in respect of any aspect of the Works not provided.

11. Termination

- 11.1 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.
- 11.2 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.
- 11.3 This Contract may be terminated by the Authority with immediate effect by notice in writing if at any time:
- a) the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - b) a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

- c) the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- d) the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- e) there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Authority in writing. For the purpose of this Sub-Clause "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
- f) the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct.
- g) the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business.
- h) the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
- i) the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes.
- j) the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Authority in or pursuant to this Contract.

11.4 If the Contractor becomes bankrupt or has a receiving order or administration order made against him or presents his petition in bankruptcy or makes an arrangement with or assignment in favour of his creditors or (being a corporation) goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or assigns or sub-lets any parts of the Contract without the consent in writing of the Authority first obtained or has an execution levied on his goods or if in the opinion of the Authority the Contractor:

11.4.1 has abandoned the Contract; or

11.4.2 without reasonable justification has failed to commence the Contract in accordance with Clause 4; or

11.4.3 despite previous warnings by the Authority in writing is failing to proceed with the Contract with due diligence or is otherwise

persistently or materially in breach of his obligations under the Contract; then the Authority without prejudice to any accrued rights or remedies under the Contract may terminate the Contract by notice in writing having immediate effect and shall be entitled to recover from the Contractor the amount of any loss resulting from such termination.

- 11.5 If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other contract with 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 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 the Authority the Contractor or any person employed by the Contractor or acting on the Contractor'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 Contractor the amount of any loss resulting from such termination.
- 11.6 Nothing in Clause 11 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.

12. Variations

- 12.1 No variation of the Contract shall be effective unless produced in writing and signed by or on behalf of a duly authorised representative of each party.
- 12.2 There shall be no oral variations to the Contract. All variations to this Contract shall be agreed in writing and signed on behalf of both parties before they take effect.

13. Waiver

- 13.1 Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

14. Notices

- 14.1 Any demand notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post by telex electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

15. Value Added Tax

- 15.1 The Contractor's 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 Contractor such Value Added Tax as may be properly chargeable by the Contractor in connection with the performance of Contract. The Contractor shall issue a tax invoice in respect thereof.

16. Contract Agreement

- 16.1 The Contractor shall when called upon to do so enter into and execute as a deed a Contract Agreement in the form of the Contract Agreement included in these conditions

17. The Construction (Design and Management) Regulations 2015

- 17.1 It is foreseeable that the Contractor will appoint or be assisted by other contractors while undertaking the Works. As such, and in accordance with the requirements of the Construction (Design and Management) Regulations 2015:

The Contractor shall be appointed as Principal Designer

The Contractor shall be appointed as Principal Contractor

- 17.2 In accordance with the requirements of the CDM Regs the Authority has completed a Pre-Construction Information pack.
- 17.3 In accordance with the CDM Regs the successful Contractor shall submit a Construction Phase Plan in advance of commencing the term contract.

18. MWDA Liabilities to be excluded

- 18.1 The Authority does not give any warranty or undertaking or make any representation (either express or implied) as to the completeness, accuracy or fitness for any purpose of any of the information or any omission in respect thereof.
- 18.2 The Authority and its agents or servants shall not be liable to the Contractor in contract, tort (including negligence or breach of statutory duty), statute or otherwise as a result of any inaccuracy or

misrepresentation in any of the Information or any omission in respect thereof to the extent that the Contractor has failed to satisfy itself as to the nature and extent of the risks assumed by it in relation to the Contract.

18.3 The Contractor shall be deemed to have satisfied itself in relation to:

18.3.1 The nature, location and condition of the site and facilities;

18.3.2 The means and nature of access to and through the site to the Works, along with the times and methods of working;

18.3.3 The extent and nature of the work, materials, and skill set and knowledge, required necessary to undertake the Works;

18.3.4 The state and condition of the sites, facilities and apparatus therein;

18.3.5 All information as to the risks, contingencies, and all other circumstances which may influence the undertaking of the Works.

18.4 The Contractor shall not in any way be relieved from any obligation under this Contract or be entitled to claim against the Authority on grounds that any information, whether obtained from the Authority or otherwise (including information made available to the Authority), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.

19. Data Protection

19.1 As part of this Contract the Authority acknowledges that for the purposes of EU and UK Data Protection legislation (General Data Protection Regulations 2016, and the Data Protection Act 2018), that both the Contractor and the Authority are both Controllers and Processors of personal data as part of the delivery of their services and operations. As such, each party has a range of responsibilities in relation to the collection, retention and use of personal data. The Authority will retain personal data submitted by the Contractor as part of any tender submission. This data will be retained and used as part of the delivery of any successful contract submission. This data will be retained in line with the Authority's Corporate Privacy Notice, and the Authority's Data and Document Retention Schedule. Unsuccessful tender submissions will be retained for a shorter period of 12 months (from receipt) and will be deleted or destroyed after that date.

19.2 The Contractor shall comply with the Authority's data protection policy and relevant obligations under the General Data Protection Regulations 2016, and the Data Protection Act 2018 when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Authority.

20. Freedom of Information

- 20.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its information disclosure obligations.
- 20.2 The Contractor shall and shall procure that its Sub-Contractors shall:
- a) 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.
 - b) 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.
 - c) 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.
- 20.3 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.
- 20.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 20.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 21) 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 Contractor or the Contract:
- a) in certain circumstances without consulting the Contractor.
 - b) following consultation with the Contractor and having taken their views into account.
- 20.6 Where Clause 21.5.a) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

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

21. Copyright

- 21.1 Copyright in all reports and other documents and materials arising out of the Works provided by the Contractor 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.

22. Confidential Information

- 22.1 The Contractor acknowledges that in the course of the Contract they may have access to confidential information. The Contractor therefore agrees to accept the following restrictions:
- 22.2 That the Contractor shall not (except in the proper course of his duties), either during the course of the Contract or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any confidential information. This restriction does not apply to:
- any use or disclosure authorised by the Client or required by law.
- any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 22.3 That at any stage during the Contract, the Contractor will promptly on request return all and any Client Property in his possession to the Client.

23. Dispute Resolution

- 23.1 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.
- 23.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 24.1 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 23.3 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.

24. Health and Safety

- 24.1 The Contractor shall take all such precautions as are necessary to protect health and safety of all persons employed by them 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.
- 24.2 Prior to the commencement of the Works, and pursuant to the CDM Regs 2015, the Contractor shall provide to the satisfaction of the Authority a Construction Phase Plan detailing how the Contractor proposes to manage and undertake the Works safely.
- 24.3 The Plan shall include provision for the Contractor to report to the Authority any Health and Safety incidents and/or concerns that arise during the course of the Works.
- 24.4 The Contractor shall be expected to provide their own Personal Protective Equipment along with all other tools and equipment necessary to undertake the Works safely.
- 24.5 When the Contractor is travelling through the household waste reception centre, they shall at all times comply with on-site rules, and any other instruction issued by the site operator.

25. Defects Correction Period

- 25.1 The Defects Correction Period shall be for a period of twelve months from the date of the completion of the works as agreed by both the Contractor and the Authority, and confirmed in writing by the Authority.
- 25.2 Any agreed outstanding works, and any defects, shall be completed as soon as practical during the Defects Correction Period.
- 25.3 Any agreed outstanding works and any defect corrections (subject to fair wear and tear) shall be carried out by the Contractor at their own cost.
- 25.4 The Authority will not unduly withhold agreement to the completion of the works, or acceptance of defects once satisfactorily corrected

26. Waste Management

- 26.1 The Contractor shall comply with the Waste England and Wales Regulations (2011).
- 26.2 The Contractor shall supply the Authority with copies of their waste carriers licence upon request.

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2022 **BETWEEN THE MERSEYSIDE WASTE DISPOSAL AUTHORITY** of 7th Floor, No. 1 Mann Island, Mann Island, Liverpool, L3 1BP (hereinafter called “the Authority”) of the one part and; _____ whose registered office is situated at _____ (hereinafter called “the Contractor”) of the other part

WHEREAS

- (1) The Authority wishes certain services to be carried out namely the design, procurement, and installation of a surface water pumping system and all other obligations contained in the Contract and has prepared the following documents which deal with the Authority’s specific requirements in that regard:
 - a) The Form of Tender
 - b) The Conditions of Contract
 - c) The Specifications
 - d) The Pre-Construction Information
 - e) The Appendices to the Tender Documents

- (2) The Contractor 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 Form of Tender
 - b) The Conditions of Contract
 - c) The Specifications
 - d) The Pre-Construction Information
 - e) The Appendices to the Tender Documents

- f) The Contractors Tender
 - g) The Letter of Acceptance
- (2) In consideration of the Contractor carrying out and fulfilling the Authority's requirements as set out in the Contract Documents the Authority will make to the Contractor such payments as such times and in such a manner as is more particularly described in the Contract Documents
- (3) In consideration of the Authority making to the Contractor such payments at such times and in such a manner as is more particularly described in the Contract Documents the Contractor will carry out and fulfil the Authority's requirements as set out in the Contract Documents

IN WITNESS whereof the Authority had caused its Common Seal to be hereunto affixed and the Contractor (has caused his Common Seal to be hereunto affixed) (executed this Agreement as a Deed) the day and year first before written

THE COMMON SEAL OF THE MERSEYSIDE)
WASTE DISPOSAL AUTHORITY was)
 hereunto affixed in the presence of:)

 Clerk

THE COMMON SEAL OF)
 Was)
 hereunto affixed in the presence of:)

 Director

 Secretary

SIGNED AS A DEED by)
 OR for and behalf of)
 Limited)
 in the presence of:)

SPECIFICATION

1. General

The design, procurement, and installation of a pumping system to discharge surface water from an existing retention lagoon into the River Alt.

The installation is to be located within the confines of the existing compound, with discharge pipelines running overland to discharge onto the culvert headwall of the existing discharge pipeline, located on bank of the River Alt.

2. Scope of the Works

2.1 Existing Redundant Pumping System

The Contractor shall decommission the existing redundant pumping system insofar as required for the installation of the new pump system, and to ensure that the decommissioned system is safe.

The decommissioned system and associated apparatus shall remain on site for future removal.

The Contractor shall design and install the new pump system to fit around the existing.

2.2 Electrical Supply

The existing incoming supply comprises of a 415 volts 3 phase supply

2.3 Proposed Surface Water Pump System Operation

The proposed surface water (SW) pump system shall consist of 2 No pumps operating independently as Duty and Standby, with both pumps operating simultaneously in the event of an elevated water levels in the retention lagoon.

Both pumps shall operate on separate on/off level regulators, with an overriding dual operation high level regulator, bringing both pumps online, in the event of elevated water levels in the retention lagoon.

Each pump shall be supplied with separate inverters with variable speed controls fitted into a single main control panel. The control panel shall be fully featured with dial out telemetry, and with Hours Run meters for each pump.

2.4 Pump Installation

The pumps shall be rail mounted, and the installation shall be complete with the inclusion of a lifting beam, chain and tackle et al., capable of lifting the supplied pumps.

2.5 Discharge Rate

Each pump shall be capable of delivering 200 litres/sec at 15meter head, with a combined delivery of 400 litres/sec.

2.6 Proposed Pipelines

Each pump shall have an independent discharge pipeline suitable to deliver 200 litres/sec.

The pipeline shall be laid overground, and shall discharge onto the headwall of the existing culvert outfall in order to prevent any damage to the river bed and embankment.

Equivalent to thrust blocks, the pipeline shall be installed with a suitable means of preventing the pipe from moving/disconnecting when in operation.

Pipe connections shall be made tamper proof in order to avoid unwanted disconnection.

2.7 Operational Levels

The level at the top of the retention lagoon wall is nominally 4.3m AOD
The bottom of the retention lagoon (excluding the dry flow channel) is nominally 1.0m AOD

The maximum day to day operation of the pump system shall be no higher than 2.5m AOD

The maximum high water level in the lagoon (the level at which both pumps operate) shall be no higher than 3.0m AOD. This level represents the invert level of the irrigation ditch NE of Sefton Meadows which flows into the lagoon

In order to provide the maximum storm surge protection, the proposed pump system shall be designed to have the minimum AOD operational water levels (no higher than the above) so as not to be detrimental to the pumps.

2.8 Warranty

The pumps shall come supplied with a minimum 12-month manufacturer's warranty.

2.9 Details of the existing site infrastructure and installation

Details of the exiting site infrastructure and installation can be found in the Appendices.

3 INFORMATION REQUIRED AT TENDER STAGE

3.1 Contract Sum - To be completed on the Form of Tender.

- The Contract Sum for the service to be performed is to be ascertained by reference to the Contract documents
- The Contract Sum shall be deemed to be the full inclusive value of the Works. This shall include all expenses, mileage and transportation costs, labour, tools, equipment and instrumentation required to undertake the works expressed in the Specification.
- The Contract Sum shall be exclusive of VAT.

3.2 The Contractor's Proposals

The Contractor shall provide the following minimum information:

- A statement of design intent and philosophy which must respond to the content of the Specification and indicate the standard of specification for materials and workmanship where not specifically stated.
 - An outline specification describing the materials, goods, standards and workmanship together with colours/shades/texture as appropriate
 - An outline programme and method statement
 - An external works layout showing the proposed general arrangement
 - Details of proposed design consultants responsible for design components of the works, where these are proposed to be used.
 - Confirmation of compliance with 2015 CDM Regulations and the commitment to the provision of the Construction Phase Plan.

If the Contractor's Proposals seek to amend or amplify the Specification in any way this should be clearly indicated in the Contractor's Proposals. Failure to do so will be taken to mean that the contents of the Specification have been satisfied in all respects.