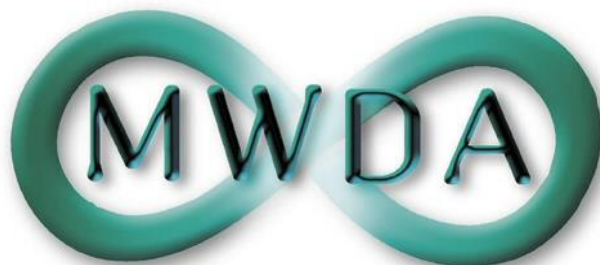


Name of Tenderer \_\_\_\_\_



**MERSEYSIDE WASTE DISPOSAL AUTHORITY**

**CONTRACT FOR THE PROVISION OF ANALYTICAL  
SERVICES**

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

**March 2022**

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

## Document Revision History

**Current Issue: 1**

**Date of Issue: 3<sup>rd</sup> March 2022**

<b>Issue</b>	<b>Author</b>	<b>Date</b>	<b>Amendments</b>
1	GB	03/03/2022	

## **MERSEYSIDE WASTE DISPOSAL AUTHORITY**

### **CONTRACT FOR THE PROVISION OF ANALYTICAL SERVICES**

#### **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 provision of analytical services, for the period 1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2025.
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 15 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, Miss Emma Cowell Ms. Hannah Hammonds or Mr. Tony Byers tel: 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 Specification
  - iii) Tenderers expertise and resources
  - iv) Environmental issues

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

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

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,  
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 should be sealed if possible in the envelope provided but if this is not possible they should be sealed in either larger 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 PROVISION OF ANALYTICAL SERVICES**

**Contents**

Document Revision History.....	2
Provision of Analytical Services .....	6
Form of Tender Incorporating Collusive Tendering Certificate.....	6
Conditions of Contract .....	8
Form of Agreement.....	17
Specification .....	19

## **PROVISION OF ANALYTICAL SERVICES**

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

To: The Merseyside Waste Disposal Authority

Ladies and Gentlemen

Having examined the Conditions of Contract, Specification and Schedule of Rates for the above mentioned provision of analytical services we offer to provide the said services in conformity with said Conditions of Contract, Specification and Schedule of Rates, at the rates contained in the said Schedule of Rates.

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 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 incorporate, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

We are,

Ladies and Gentlemen

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 \_\_\_\_\_

## **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:-
- 1.1.1. "Authority" means the Merseyside Waste Disposal Authority and includes the Authority's personal representatives successors and permitted assigns.
  - 1.1.2. "Analyst" means the person or persons firm or company whose tender has been accepted by the Authority and includes the Analyst's personal representative's successors and permitted assigns.
  - 1.1.3. "Contract" means the Conditions of Contract Specification Priced Schedule of Rates the Tender the written acceptance thereof and the Contract Agreement (if completed).
  - 1.1.4. "Specification" means the specification 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.
  - 1.1.5. "Date for Commencement" means a date for commencement of the Contract determined in accordance with Clause 4 of the Conditions of Contract.
  - 1.1.6. "Schedule of Rates" means the priced and completed Schedule of Rates.
  - 1.1.7. "Base Rates" means the rates entered into the priced Schedule of Rates by the Analyst.
  - 1.1.8. "Index" means the all items retail prices index (RPI) issued by the Office for National Statistics.
  - 1.1.9. "Month" means calendar month.
  - 1.1.10. "Day" means one working day, Monday to Friday, not including Bank Holidays
- 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 Analyst shall subject to the provisions of the Contract supply to the Authority analytical laboratory services as described in the Specification during the period of the Contract.
- 2.2 Acceptance of the Analyst's Tender by the Authority constituting a binding contract between the Analyst and the Authority does not mean or imply that there will be a definite requirement for the analytical laboratory services described in the Contract but the Authority undertakes to employ the Analyst for the analytical laboratory services if such services are required during the contract period. In consideration of the said undertaking the Analyst shall if required and subject to the provisions of the Contract carry out the analytical laboratory services and provide all the labour materials transport equipment instrumentation and everything whether of a temporary or permanent nature required in and for the analytical laboratory services so as far as the necessity for providing the same is specified or reasonably to be inferred from the Contract at the rates contained in the Schedule of Rates.

## **3. Contract Period**

- 3.1 The Contract period shall be from the Date for Commencement of the Contract pursuant to Clause 4 for a period of 3 years, subject to Clause 13.

## **4. Date of Commencement of the Contract**

- 4.1 The Date for Commencement of the Contract shall be 1<sup>st</sup> April 2022.

## **5. Sufficiency of Tender**

- 5.1 The Analyst shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the rates entered by him in the Schedule of Rates which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract and to have obtained for himself all the necessary information as to the risks

contingencies and any other circumstances which might influence or affect his tender.

## **6. Assignment and Sub-letting**

- 6.1 Neither the Authority nor the Analyst 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 analyst shall not sub-let the whole of the Contract. The Analyst 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 Analyst 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 Analyst.

## **7. Statutory Obligations**

- 7.1 The Analyst 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 Analyst.

## **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. Indemnity and Insurances**

- 9.1 The Analyst 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.
- 9.2 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 Analyst 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 Analyst 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.

- 9.3 Without prejudice to his liability to indemnify the Authority the Analyst shall maintain and shall cause any sub-contractor to maintain insurances to cover the Analyst's liability under Clause 9.1 to 9.2.
- 9.4 For all claims other than under Clause 9.2 against which this Clause requires the Analyst to insure the insurance cover shall be £2,000,000.00 or such greater sum as the Analyst may choose in respect of any one incident and the Analyst'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.
- 9.5 The Analyst shall whenever required produce to the Authority the policy or policies of insurance cover notes premium receipts and other documents necessary to establish compliance with this Clause.
- 9.6 The Authority shall indemnify and keep indemnified the Analyst against the injury to or death of any person or loss of or damage to any property including property belonging to the Analyst to the extent that it may arise out of the act default or negligence of the Authority its employees or agents other than the Analyst his employees and agents and against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto.

## **10. Payment**

- 10.1 The Analyst shall submit to the Authority after the end of each month an invoice in respect of the number of samples taken in accordance with the contract during that month.
- 10.2 The invoice shall specify the total number of each type of analysis carried out for each site. The invoice shall detail the Sample Reference; Site Name; Number of Samples; Analytical Suite.
- 10.3 The sum of each type of analysis and the sum of the total number of collections and deliveries shall be multiplied by the appropriate rate contained in the Schedule of Rates and totalled.
- 10.4 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 Analyst the amount which in the opinion of the Authority on the basis of the monthly invoice is due to the Analyst.

## **11. Termination**

11.1. If the Analyst 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 Analyst:

11.2. has abandoned the Contract; or

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

11.2.2. 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 Analyst the amount of any loss resulting from such termination.

11.1 If the Analyst 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 Analyst or acting on the Analyst's behalf (whether with or without the knowledge of the Analyst) or if in relation to the Contract or any other contract with the Authority the Analyst or any person employed by the Analyst or acting on the Analyst'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 Analyst the amount of any loss resulting from such termination.

## **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 The Authority shall have the power to give instructions for any variation to the service including any addition thereto or omission therefrom and such instruction shall be valued by the Authority on a

fair and reasonable basis using where relevant the prices contained in the Schedule of Rates.

### **13. Contract Extension**

- 13.1. Following the end of the Contract pursuant to Clause 3 there shall be an option exercisable by the Authority only to extend the Contract beyond the Contract period
- 13.2. Should the Authority choose to exercise the option to extend the Analyst shall continue to provide the Authority with the vehicles immediately and under the same terms as the Contract for a period agreed in the Contract Extension
- 13.3. Extensions to the Contract shall be undertaken in accordance with Clause 13.1

### **14. Waiver**

- 14.1. Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Analyst 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.

### **15. Notices**

- 15.1. Any demand notice or other communication required to be given hereunder shall be sufficiently served if serve 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.

### **16. Value Added Tax**

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

### **17. Contract Agreement**

- 17.1. 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 appended to these Conditions.

## **18. Indexation**

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

## **19. Freedom of Information**

- 19.1. The Analyst 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.
- 19.2. The Analyst shall procure that it and its Sub-Contractors shall:
- 19.2.1. 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.
  - 19.2.2. 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.
  - 19.2.3. 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.
  - 19.2.4. 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.
  - 19.2.5. In no event shall the Analyst respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 19.3. The Analyst acknowledges that 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 Analyst or the Agreement:

- 19.3.1. in certain circumstances without consulting the Analyst.
- 19.3.2. following consultation with the Analyst and having taken their views into account.
- 19.4. Where Clause 19.3.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Analyst advanced notice, or failing that, to draw the disclosure to the Analyst's attention after any such disclosure.
- 19.5. The Analyst shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

## **20. Data Protection**

- 20.1. The Analyst consents to the Authority holding and processing data relating to them 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 Analyst.
- 20.2. The Analyst 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 Analyst must agree to abide by specific terms in relation to its handling of such personal information in performance of the contract.

## **21. Notices**

- 21.1. 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 Analyst).
- 21.2. 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).

## **22. Dispute Resolution**

- 22.1. 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.
- 22.2. Any dispute not capable of resolution by the parties in accordance with the terms of Clause 22.1 shall be settled as far as possible by

mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

- 22.3. 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.

### **23. Discrimination**

- 23.1. The Analyst 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.

### **24. Law and Jurisdiction**

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

### **25. Analysts Liability**

- 25.1. The Analyst's liability in respect of death or personal injury caused by its negligence shall be unlimited. Subject to this the Analyst'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.
- 25.2. The Analyst 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."

### **26. Health and Safety**

- 26.1. The Analyst 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. This shall include provisions in place to guard against Covid 19 as dictated by the UK Government.



## Form of Agreement

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2022  
**BETWEEN THE MERSEYSIDE WASTE DISPOSAL AUTHORITY** of 7<sup>th</sup> 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 provision of analytical services 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 Specification
  - b) The Conditions of Contract
  - c) The Schedule of Rates and Prices
- (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 Specification
  - b) The Conditions of Contract
  - c) The Priced Schedule of Rates and Prices
  - d) The Tender
  - e) 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

- 1.1 Merseyside Waste Disposal Authority has an obligation at its sites to undertake environmental monitoring, to comply with permits and consents, satisfy statutory guidance, Government Agencies and Health and Safety.
- 1.2 The Authority adopts an annual environmental monitoring programme which is supplemented by timetables on a weekly, monthly, and quarterly, six monthly and annual monitoring schedules.

### 2. Scope of the Works

- 2.1 The Authority wishes to employ the services of a suitably qualified analytical laboratory to undertake the laboratory analysis with the production of results sheets and interpretation when requested.
- 2.2 Officers of the Authority shall undertake all physical sampling and will make the necessary arrangements for sample collection by the Analyst.
- 2.3 The Authority shall retain the right to vary all analytical sampling programmes as a result of external recommendations including statutory advice and associated legislative changes and inform the Analyst as appropriate.

The Analyst shall be required to submit a results sheet providing details of sampling results which will include the following:-

- a) Name and address of laboratory
- b) Sample submission date
- c) Date and time of sample analysis
- d) Sample reference name (as supplied by the Authority)
- e) Analysis results
- f) Units of measurement
- g) Limit of detection
- h) Accreditation status of each determined analysed
- i) Correspondence address/certification
- j) Analytical technician undertaking analysis
- k) Laboratory reference number
- l) The analysis methodology used for each determinand and detail of any deviations from the standard
- m) Any factors affecting the results including recovery factors

On request, the Analyst will provide the Authority with the results of determinations and expanded uncertainties.

The Authority reserves the right to request additional sample analysis information on results sheets

- 2.4 All sample results will be forwarded via email and marked for the attention of:-

Mr. Graeme Bell  
Environmental and Planning Officer  
Merseyside Waste Disposal Authority  
7<sup>th</sup> Floor, No. 1 Mann Island  
Mann Island  
Liverpool  
L3 1BP

- 2.5 A distribution list for submission of analysis results will be forwarded to the Analyst on appointment.

### 3. Scope of the Works

- 3.1 All physical sampling in the field shall be conducted by Officers of the Authority.
- 3.2 Officers of the Authority will contact the Analyst to arrange for sample container delivery and collection.
- 3.3 Officers of the Authority shall transport samples back to the Authority's Head Office by the Analyst's Courier Service.

a) **Head Office Address**

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

Telephone: 0151 255 1444  
Fax: 0151 227 1848  
E-mail: enquiries@merseysidewda.gov.uk

- 3.4 The Analyst shall collect all routine samples before 4.45pm on the sampling date, from the Authority's Head Office, unless instructed otherwise.

### 4. Turnaround Times

- 4.1 The Analyst shall be subject to a turnaround time of 10 working days from receipt of samples to the production of a results sheet.
- 4.2 The Authority shall have the right to contact the Analyst before the production of the results sheet for preliminary results (if available) which may be of use in any preliminary interpretation by the Authority.
- 4.3 The above preliminary information will be made available to the Authority either by telephone, fax or e-mail.

## **5. Accreditation**

- 5.1 The Authority requests that the Analyst undertakes analysis to recognised accreditation standards.
- 5.2 The Analyst must supply copies of relevant accreditation certificates as part of the tender return.
- 5.3 The Authority must be notified of any changes to the accreditation status of the laboratory within 30 days of notification from UKAS or other accreditation body.

## **6. Environmental Impact and Waste Management**

- 6.1. The analyst shall include with their tender submission their methodology for disposing of materials post analysis, along with the management of waste arisings, and the minimisation of single use plastics.

## **7. Sampling Parameters**

- 6.1 The Analyst shall be required to undertake the following types and quantities of analysis.
  - 6.1.1 Water
    - a) Water Analysis (as detailed below)
  - 6.1.2 Gas
    - a) Gas Analysis (as detailed below)
  - 6.1.3 Soil
    - a) Soil Analysis (as detailed below)

- 6.2 The Authority retains the right the right to amend or include alternate parameters to any procedure and will instruct the Analyst in writing.
- 6.3 The Authority retains the right to request hard copy, faxed or e-mailed copies of analytical results as and when required.
- 6.4 Without prejudice, the Authority shall notify the Analyst immediately of any circumstances which will require urgent remedial action, together with conclusion and recommendations, verbally in the first instance, followed by written confirmation.
- 6.5 The Analyst shall track submitted samples using a Chain of Custody system. The Authority shall be notified of receipt of samples upon delivery at the Analysts premises. The Analyst shall confirm the analysis to be undertaken for each sample received via email to the Authority. Any variations between the scheduled analysis and analysis suite shall be notified by the Authority within two Days.
- 6.6 The Analyst shall supply the Authority with all sampling bottles, clean, disinfected containers, cool boxes, gas bags, Chain of Custody forms and preservative solutions (as required) for the undertaking of sample collection.
- 6.7 The Authority reserves the right to request extra sample containers, cool boxes as and when required, to be delivered to Head Office or an alternative location as and when instructed by Officers of the Authority.
- 6.8 The Analyst shall inform the Authority of any change or variation to the sampling (Analytical) procedures in writing with reference to sample bottles, preservative solutions etc. and inform officers of the Authority of any changes in their use.
- 6.9 The analysis suites the Authority wishes to use are as follows:-

## **Water Sampling**

### **Analysis Suite: LE**

#### **Determinands:**

- 1** Alkalinity (as CaCO<sub>3</sub>)
- 2** BOD (Biological Oxygen Demand)
- 3** Cadmium
- 4** Calcium
- 5** Chlorine
- 6** Chromium
- 7** COD (Chemical Oxygen Demand)
- 8** Copper
- 9** Electrical Conductivity@20°C (μScm<sup>-1</sup>)
- 10** Iron
- 11** Lead
- 12** Magnesium
- 13** Manganese
- 14** Ammoniacal Nitrogen (NH<sub>3</sub>-N)
- 15** Ammonium (NH<sub>4</sub>-N)
- 16** Nickel
- 17** pH
- 18** Potassium
- 19** Sodium
- 20** Sulphate
- 21** TOC (Total Organic Carbon)
- 22** TON (Total Oxidised Nitrogen)
- 23** Zinc

**All Parameters to be recorded as mg l<sup>-1</sup> unless otherwise stated**

## **Water Sampling**

### **Analysis Suite: GW**

#### **Determinands:**

- 1** Alkalinity (as CaCO<sub>3</sub>)
- 2** BOD (Biological Oxygen Demand)
- 3** Cadmium
- 4** Calcium
- 5** Chlorine
- 6** Chromium
- 7** COD (Chemical Oxygen Demand)
- 8** Copper
- 9** Dissolved Oxygen
- 10** Electrical Conductivity@20°C (μScm<sup>-1</sup>)
- 11** Iron
- 12** Lead
- 13** Magnesium
- 14** Manganese
- 15** Ammoniacal Nitrogen (NH<sub>3</sub>-N)
- 16** Ammonium (NH<sub>4</sub>-N)
- 17** Nickel
- 18** Nitrate (as NO<sub>3</sub>)
- 19** Nitrite (as NO<sub>2</sub>)
- 20** pH
- 21** Potassium
- 22** Sodium
- 23** Sulphate
- 24** TOC (Total Organic Carbon)
- 25** TON (Total Oxidised Nitrogen)
- 26** Zinc

**All Parameters to be recorded as mg l<sup>-1</sup> unless otherwise stated**



## Water Sampling

### Analysis Suite: SW

#### Determinands:

- 1 Alkalinity (as CaCO<sub>3</sub>)
- 2 BOD (Biological Oxygen Demand)
- 3 Cadmium
- 4 Calcium
- 5 Chlorine
- 6 Chromium
- 7 COD (Chemical Oxygen Demand)
- 8 Copper
- 9 Dissolved Oxygen
- 10 Electrical Conductivity@20°C (µScm<sup>-1</sup>)
- 11 Iron
- 12 Lead
- 13 Magnesium
- 14 Manganese
- 15 Ammoniacal Nitrogen (NH<sub>3</sub>-N)
- 16 Ammonium (NH<sub>4</sub>-N)
- 17 Nickel
- 18 Nitrate (as NO<sub>3</sub>)
- 19 Nitrite (as NO<sub>2</sub>)
- 20 pH
- 21 Potassium
- 22 Sodium
- 23 Sulphate
- 24 Suspended Solids
  - a Total
  - b After ignition
- 25 TOC (Total Organic Carbon)
- 26 TON (Total Oxidised Nitrogen)
- 27 Zinc

**All Parameters to be recorded as mg l<sup>-1</sup> unless otherwise stated**

## **Water Sampling**

### **Analysis Suite: TEDC**

#### **Determinands:**

- 1** Ammonia (as N)
- 2** Antimony
- 3** Arsenic
- 4** Beryllium
- 5** Chromium
- 6** COD (Chemical Oxygen Demand)
- 7** Copper
- 8** Cyanide
- 9** Cyanogen Compounds
- 10** Dissolved Methane
- 11** Hydrosulphide
- 12** Lead
- 13** Nickel
- 14** pH
- 15** Polysulphides
- 16** Selenium
- 17** Separable oil and grease
- 18** Silver
- 19** Sulphates (as SO<sub>4</sub>)
- 20** Sulphide
- 21** Tin
- 22** Vanadium
- 23** Zinc

**All Parameters to be recorded as mg l<sup>-1</sup> unless otherwise stated**

## **Water Sampling**

**Analysis Suite: CH<sub>4</sub>**

**Determinand:**

**1** Dissolved Methane

**All Parameters to be recorded as mg l<sup>-1</sup> unless otherwise stated**

## **Water Sampling**

### **Analysis Suite: BHQ - QLE**

#### **Determinands:**

- 1** Alkalinity (as CaCO<sub>3</sub>)
- 2** BOD (Biological Oxygen Demand)
- 3** Calcium
- 4** Chlorine
- 5** COD (Chemical oxygen Demand)
- 6** Electrical Conductivity@20°C (µScm<sup>-1</sup>)
- 7** Magnesium
- 8** Ammoniacal Nitrogen (NH<sub>3</sub>-N)
- 9** pH
- 10** Potassium
- 11** Sodium
- 12** Sulphates (as SO<sub>4</sub>)
- 13** TOC (Total Organic Carbon)
- 14** TON (Total Oxidised Nitrogen)

**All Parameters to be recorded as mg l<sup>-1</sup> unless otherwise stated**

## **Water Sampling**

### **Analysis Suite: BHQ - ALE**

#### **Determinands:**

- 1** Alkalinity (as CaCO<sub>3</sub>)
- 2** BOD (Biological Oxygen Demand)
- 3** Cadmium
- 4** Calcium
- 5** Chlorine
- 6** Chromium
- 7** COD (Chemical oxygen Demand)
- 8** Copper
- 9** Electrical Conductivity@20°C (µScm<sup>-1</sup>)
- 10** Iron
- 11** Lead
- 12** Magnesium
- 13** Manganese
- 14** Mercury
- 15** Ammoniacal Nitrogen (NH<sub>3</sub>-N)
- 16** Nickel
- 17** pH
- 18** Potassium
- 19** Sodium
- 20** Sulphates (as SO<sub>4</sub>)
- 21** TOC (Total Organic Carbon)
- 22** TON (Total Oxidised Nitrogen)
- 23** Zinc

**All Parameters to be recorded as mg l<sup>-1</sup> unless otherwise stated**

## Water Sampling

### Analysis Suite: BHQ – GW/SW

#### Determinands:

- 1 Alkalinity (as CaCO<sub>3</sub>)
- 2 Calcium
- 3 Chlorine
- 4 COD (Chemical Oxygen Demand)
- 5 Copper
- 6 Dissolved Oxygen
- 7 Electrical Conductivity@20°C (μScm<sup>-1</sup>)
- 8 Iron
- 9 Lead
- 10 Magnesium
- 11 Mercury
- 12 Ammoniacal Nitrogen (NH<sub>3</sub>-N)
- 13 Nitrate (as NO<sub>3</sub>)
- 14 Nitrite (as NO<sub>2</sub>)
- 15 pH
- 16 Potassium
- 17 Sodium
- 18 Sulphide
- 19 Suspended Solids:
  - a Total
  - b After ignition
- 20 TOC(Total Organic Carbon)
- 21 TON (Total Oxidised Nitrogen)
- 22 Zinc

**All Parameters to be recorded as mg l<sup>-1</sup> unless otherwise stated**

## Water Sampling

### Analysis Suite: BHQ – UU/PPC

#### Determinands:

- 1 Ammonia (as N)
- 2 Antimony
- 3 Arsenic
- 4 Beryllium
- 5 Chromium
- 6 COD (Chemical Oxygen Demand)
- 7 Copper
- 8 Cyanide
- 9 Cyanogen Compounds
- 10 Dissolved Methane
- 11 Hydrosulphide
- 12 Lead ( $\mu\text{g/l}$ )
- 13 Ammoniacal Nitrogen ( $\text{NH}_3\text{-N}$ )
- 14 Nickel ( $\mu\text{g/l}$ )
- 15 pH
- 16 Polysulphides
- 17 Selenium
- 18 Separable oil and grease
- 19 Silver
- 20 Sulphates (as  $\text{SO}_4$ )
- 21 Sulphide
- 22 Tin
- 23 Vanadium
- 24 Zinc ( $\mu\text{g/l}$ )

**All Parameters to be recorded as  $\text{mg l}^{-1}$  unless otherwise stated**

## **Water Sampling**

### **Analysis Suite: Short**

#### **Determinands:**

- 1** Ammoniacal Nitrogen (NH<sub>3</sub>-N)
- 2** BOD (Biological Oxygen Demand)
- 3** Chloride
- 4** COD (Chemical Oxygen Demand)
- 5** Conductivity @20°C (μS<sub>cm</sub><sup>-1</sup>)
- 6** Dissolved Oxygen
- 7** pH
- 8** Suspended Solids
  - a** Total
  - b** After ignition

**All Parameters to be recorded as mg<sup>l</sup><sup>-1</sup> unless otherwise stated**



## **Water Sampling**

### **Analysis Suite: Legionella**

#### **Determinand:**

**1**            1. Legionella bacteria

**All results to be recorded in CFU/litre**

## Water Sampling

### Analysis Suite: Red List

#### Determinands:

1	1, 2-Dichloroethane (µg/l)	42	Nitrate (as NO <sub>3</sub> )
2	Aldrin (µg/l)	43	Nitrite (as NO <sub>2</sub> )
3	Alkalinity (as CaCO <sub>3</sub> )	44	Parathion (µg/l)
4	Ammoniacal Nitrogen (NH <sub>3</sub> -N)	45	Pentachlorophenol (µg/l)
5	Antimony (µg/l)	46	pH
6	Arsenic (µg/l)	47	Polychlorinated biphenyls (µg/l)
7	Atrazine (µg/l)	48	Potassium
8	Azinphos-methyl (µg/l)	49	Selenium (µg/l)
9	Barium (µg/l)	50	Silver (µg/l)
10	Beryllium (µg/l)	51	Simazine (µg/l)
11	BOD (Biological Oxygen Demand)	52	Sodium
12	Boron (µg/l)	53	Sulphate
13	Cadmium (µg/l)	54	Sulphide
14	Calcium	55	Suspended Solids
15	Carbon Tetrachloride (µg/l)	a	Total
16	Chloride	b	After ignition
17	Chloroform (µg/l)	56	Tellurium (µg/l)
18	Chromium (µg/l)	57	Tetrachloroethylene (µg/l)
19	Cobalt (µg/l)	58	Thallium (µg/l)
20	COD (Chemical Oxygen Demand)	59	Tin (µg/l)
21	Copper (µg/l)	60	Titanium (µg/l)
22	DDT (µg/l)	61	TOC (Total organic Carbon)
23	Dichlorvos (µg/l)	62	TON (Total Oxidised Nitrogen)
24	Dieldrin (µg/l)	63	Total Mineral Oils
25	DO (Dissolved Oxygen)	64	Tributyltin compounds (µg/l)
26	Electrical Conductivity@ 20oC (µScm-1)	65	Trichlorobenzene (µg/l)
27	Endosulphan (µg/l)	66	Trichloroethane (µg/l)
28	Endrin (µg/l)	67	Trichloroethylene (µg/l)
29	Fenitrothion (µg/l)	78	Trifluralin (µg/l)
30	Fenthion (µg/l)	69	Triphenyltin compounds (µg/l)
31	gamma-Hexachlorocyclohexane (µg/l)	70	Uranium (µg/l)
32	Hexachlorobenzene (µg/l)	71	Vanadium (µg/l)
33	Hexachlorobutadiene (µg/l)	72	Zinc (µg/l)
34	Iron		
35	Lead (µg/l)		
36	Magnesium		
37	Malathion (µg/l)		
38	Manganese (µg/l)		
39	Mercury (µg/l)		
40	Molybdenum (µg/l)		
41	Nickel (µg/l)		

All Parameters to be recorded as mg/l<sup>-1</sup> unless otherwise stated

## **Water Sampling**

### **Analysis Suite: Microbiological (MB)**

#### **Determinands:**

- 1** Total Viable Count
- 2** E-coli
- 3** Faecal Streptococci and Coliforms

**All Parameters to be recorded as a Total Count**

## **Gas Sampling**

### **Analysis Suite: Gas**

#### **Determinands:**

- 1** Assay Total
- 2** Carbon Dioxide
- 3** Carbon Monoxide
- 4** Hydrogen
- 5** Hydrogen Sulphide
- 6** Methane
- 7** Nitrogen
- 8** Oxygen

**All parameters to be recorded as % Gas/Volume or parts per million (ppm) depending on the levels recorded.**

## **Soil Sampling**

### **Analysis Suite: Soil**

#### **Determinands:**

- 1** Arsenic
- 2** Boron (Water soluble)
- 3** Cadmium (Total)
- 4** Chromium
- 5** Copper
- 6** Cyanide (Free)
- 7** Lead
- 8** Mercury
- 9** Nickel
- 10** Nitrogen
- 11** Organic Content
- 12** pH
- 13** Phenol
- 14** Phosphorus
- 15** Selenium
- 16** Sulphate
- 17** Toluene Extractable Material
- 18** Zinc

**All parameters (excluding pH) to be recorded as mg/kg**

6.10 The approximate number and type of samples taken per calendar year by The Authority is as follows:-

<b>Analysis Suite</b>	<b>Approximate Number of Samples</b>
GW	88
SW	76
LE	12
TEDC	24
CH4	120
BHQ-UU/PPC	12
BHQ-GW/SW	44
BHQ-QLE	12
BHQ - ALE	4
Legionella	3
Short	Ad-hoc samples rate only to be provided.
Red List	
Microbiological (MB)	
Gas	
Soil	

Other analysis suites will be analysed for on an ad-hoc basis

**SCHEDULE OF RATES**  
**PREAMBLE TO THE SCHEDULE OF RATES**

These preambles are deemed to form part of the Schedule of Rates.

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 Specification and Conditions of Contract as the case may be.

The rates included in the Schedule of Rates shall be deemed to be the full inclusive value of the service covered by the item.

In the case of item 1a, Delivery of sample containers to the Authority and items 1b, Collection of samples from the Authority the rates shall be deemed to include for the delivery and collection of any numbers of samples on each occasion.

All items shall be priced and any items with the entry "included" and the like shall be deemed to have "nil" rate.

The rates entered into the Schedule of Rates shall be exclusive of VAT.

## SCHEDULE OF RATES

<b>ITEM</b>		<b>UNIT</b>	<b>RATE</b>
			<b>£                      p</b>
1	Analysis Suite: LE	Per sample	
2	Analysis Suite: GW	Per sample	
3	Analysis Suite: SW	Per sample	
4	Analysis Suite: TEDC	Per sample	
5	Analysis Suite: CH <sub>4</sub>	Per sample	
6	Analysis Suite: BHQ-QLE	Per sample	
7	Analysis Suite: BHQ-ALE	Per sample	
8	Analysis Suite: BHQ – GW/SW	Per sample	
9	Analysis Suite: BHQ – UU/PPC	Per sample	
10	Analysis Suite: Short	Rate only	
11	Analysis Suite: Legionnaires	Per Sample	
12	Analysis Suite: Red List	Rate only	
13	Analysis Suite: Microbiological (MB)	Rate only	
14	Analysis Suite: Gas	Rate only	
15	Analysis Suite: Soil	Rate only	