



MERSEYSIDE WASTE DISPOSAL AUTHORITY

**RESTORATION OF FOUL LANE CLOSED LANDFILL
SITE**

**Instructions for Tendering
Form of Tender
Schedule of Rates**

AUGUST 2016

**Merseyside Waste Disposal Authority
7th Floor
N° 1 Mann Island
Mann Island
Liverpool
L3 1BP**

MERSEYSIDE WASTE DISPOSAL AUTHORITY
CONTRACT FOR THE PROVISION HIRE VEHICLES

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 restoration of Foul Lane Closed Landfill Site.
2. 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.
3. The tender should be made on the 'Form of Tender' incorporated in the tender document. It should be signed by the tenderer and submitted with the completed 'Schedule of Rates', which should be fully priced in black ink, to the address below and not later than the date and time stated in the covering letter.
4. No unauthorised alteration or addition should be made to the Form of Tender, to the Schedule of Rates or to any other component of the tender document.
5. 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.
6. Tenders must not be qualified but 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.
7. Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised as soon as possible with Mr. Graeme Bell or Mr. Tony Byers tel: 0151 255 1444.

8. Unit rates and prices must be quoted in pounds sterling and whole pence.
9. 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.
10. All costs associated with the preparation of a response to the tender document shall be borne in full by the tenderer.
11. Tenders should be sent by registered post, recorded delivery service or Data post, or delivered by hand to;

Clerk to the Authority
Merseyside Waste Disposal Authority,
7th Floor, No.1 Mann Island,
Liverpool, Merseyside L3 1BP

so as to arrive not later than the time and date stated in the letter accompanying this document. Tenders should be returned using the envelope label provided but if this is not possible they should be sealed in either larger envelopes or secure packages with the label 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.

12. In the event of any tenderer without proper reason withdrawing a tender or declining to execute a formal contract on being called upon to do so after his tender has been accepted such tenderer shall not be allowed to tender for a period of two years thereafter unless in the meantime the Authority otherwise determines.

MERSEYSIDE WASTE DISPOSAL AUTHORITY

RESTORATION OF FOUL LANE CLOSED LANDFILL SITE

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RESTORATION OF FOUL LANE CLOSED LANDFILL SITE

Form of Tender Incorporating Collusive Tendering Certificate

To: The Merseyside Waste Disposal Authority

Ladies and Gentlemen

Having examined the Contractor Information Pack, Licence and Schedule of Rates for the above mentioned Restoration of Foul Lane Closed Landfill Site we offer to undertake the Restoration Works in conformity with said the Contractor Information Pack, Licence 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 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 unincorporate, 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 _____

SCHEDULE OF RATES

PREAMBLE TO THE SCHEDULE OF RATES

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

All rates entered shall be in accordance with the conditions of the Licence as set out at Schedule 4.

Rate A entered in the Schedule of Rates shall be deemed to be the rate per tonne of materials delivered to the site.

Rate B entered into the Schedule of Rates shall be deemed to be the Guaranteed minimum licence fee to be provided to the Authority

Rate C entered into the Schedule of Rates shall be deemed to be the minimum licence fee payable in the event of termination of the Licence in accordance with Clause 8

The rates entered in the Schedule of Rates shall be deemed to be fixed price rates and no fluctuations shall be applied to the rates during the period of the Contract.

The rates entered in the Schedule of Rate shall be exclusive of Value Added Tax.

In addition to the above rates, the table included in the Schedule of Rates setting out further details in respect of the lease vehicles shall also be completed.

SCHEDULE OF RATES

As detailed at Schedule 4 of the Licence

Rate A – Licence Fee £ ____ . ____ per tonne of materials
(as per Clause 1 of Schedule 4)

Rate B – Guaranteed minimum Licence Fee £ _____ . ____ p
(as per Clause 1.1(a) of Schedule 4)

Rate C – Minimum Licence Fee £ ____ . ____ per cubic metre
(as per Clause 1.1(b) of Schedule 4)