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**INSTRUCTIONS TO TENDER**

**LANCASHIRE FIRE AND RESCUE SERVICE (LFRS) TENDER FOR**

**LFRS-T-46**

**GENERAL AND RECYCLING WASTE ACROSS LFRS SITES**

Opening date: Friday 2nd November 2018 at 12:00 hrs

Closing date: Friday 7th December at 12:00 hrs

1. **INTRODUCTION**
   1. This is a competitive procurement process conducted applying best practice and adherence to all relevant Procurement and Financial Rules and Regulations including LFRS Contract Standing Orders.
   2. Bidders are instructed to carefully read all documents to ensure that they fully understand the requirement and are willing to be bound by the LFRS terms and conditions before submitting a response.
   3. The procurement exercise will be managed via the procurement portal ([www.supply4nwfire.org.uk](http://www.supply4nwfire.org.uk)). Hard copy submissions will not be accepted and all correspondence must be via the portal.
   4. To respond to this opportunity, please log into the procurement portal and use access code **2KB9C5RR22** to access the necessary documentation.
   5. If you experience any technical difficulties from accessing the portal please contact the Supply4NWFire eSourcing Helpdesk (not LFRS) on 0845 270 7050 or email [nwfire@delta-esourcing.com](mailto:nwfire@delta-esourcing.com).
2. **CONTACT DETAILS**
   1. Queries and clarification regarding any aspect of this procurement must be submitted in writing via the LFRS procurement portal*.* If the query is of material significance to all bidders in the competition, LFRS will publish both the question and the response to all bidders in an anonymous format. Queries and clarifications must be submitted by Friday 30th November 2018 at 12.00hrs.
   2. LFRS reserves the right to request clarification from bidders where it is necessary to complete the evaluation of a response. LFRS reserves the right to exclude from the procurement any bidder that is found to have provided false information or has misrepresented themselves during the procurement process. The timeframe for responses to clarification may be short but must be met in order for the evaluation process to be completed on time.
   3. If your organisation wishes to withdraw from the procurement process, please confirm this in writing via the procurement portal*.* LFRS is keen to receive feedback from the market and therefore requests that bidders provide the reasons for the decision to withdraw.
3. **ACCURACY OF INFORMATION AND COSTS**
   1. LFRS is not bound to accept any response and reserves the right to cancel the procurement exercise and not to proceed with all or part of the Contract. LFRS will not, under any circumstances, reimburse any expense incurred by bidders in preparing their submission nor shall LFRS be liable for any loss of profits, loss of contracts or other costs or losses suffered or incurred by a bidder as a result of that bidder not being awarded the Contract pursuant to this procurement process.
   2. LFRS has prepared the information contained within the Tender documents in good faith but does not purport this to be comprehensive or to have been independently verified, bidders must satisfy themselves as to the accuracy of the information provided. LFRS will not accept liability or responsibility whatsoever for any loss or damage caused arising from or in consequence of the use of such information.
4. **PUBLICITY**

Bidders shall not undertake (or permit to be undertaken) at any time, any publicity activity with any section of the media in relation to the Contract other than with the prior written consent of LFRS.

Bidders should not include general marketing or promotional material either as answers to any question or for any other reason.

1. **INVITATION TO TENDER**

The Tender documents are located on the procurement portal and are listed below*.* Bidders are advised to contact LFRS procurement department if the documents cannot be downloaded from the procurement portal or appear to be missing.

Attachment 1 (this document) Instructions to tender

Attachment 2 Specification

Attachment 2a SHE Policy

Attachment 2b Section 3.16 Waste Management

Attachment 3 Costing Schedule

Attachment 4 Quality Questionnaire

Attachment 5 Selection Questionnaire

Attachment 5a SQ Evaluation Matrix for info only

Attachment 6 Site Safety Rules

Attachment 7 Conditions of Contract

Attachment 7a Schedule 1

Attachment 7b Schedule 2

Completion of Attachment 5 – Selection Questionnaire (SQ)

The SQ is a self-declaration, made by you (the potential supplier). A completed declaration provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently LFRS requires all the organisations that you will rely on to meet the selection criteria to also provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, the SQ should be returned via the procurement portal as part of your tender submission.

Supplier Selection Questions: Part 3

The SQ provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay LFRS reserves the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in the SQ, and so induce an Authority to enter into a Contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

1. **SUBMISSION GUIDANCE**
   1. Bidders are advised to ensure that all the information required is submitted. Responses will be subject to an initial screening assessment before evaluation to ensure that they are completed in full. Incomplete responses or responses not submitted in line with the instructions provided will be deemed non-compliant and will not be evaluated further.

* 1. It is not acceptable to simply provide policies in response to the questions asked. If you provide a policy as part of your response please provide the page number and applicable paragraph reference that substantiates your response.
  2. Bidders should answer all questions fully and not refer to other responses as an answer to any question. Please note that if your pricing/costing submission is caveated in any way (e.g. ‘not including carriage’) you must provide on a separate document a breakdown of the additional costs.
  3. Please ensure you upload all your completed documents via the portal:-

Attachment 1 (this document) Page 7 signed

Attachment 3 Costing Schedule

Attachment 4 Quality Questionnaire

Attachment 5 Selection Questionnaire

Attachment 6 Site Safety Rules

1. **TENDER DEADLINE**

The deadline for the submission of completed responses is Friday 7th December 2018 at 12.00hrs. Please note Bidders should submit their response well ahead of the response deadline. LFRS will not accept late submissions due to technical difficulties and reserves the right to reject requests to accept a submission after the response deadline.

1. **TIMETABLE**

The expected timetable for the procurement exercise is outlined below. LFRS do not envisage that the dates below will change substantially however all Bidders will be notified if amendments are required.

|  |  |
| --- | --- |
| Invitation to Tender issued | Friday 2nd November 2018 at 12:00 hrs |
| Clarification and queries deadline | Friday 30th November 2018 at 12:00 hrs |
| Response deadline | Friday 7th December 2018 at 12:00 hrs |
| Evaluation | Monday 10th December 2018 to Friday 17th January 2019 |
| Contract Award | Week Commencing 28th January 2019 |
| Contract Start date | 1st April 2019 |

LFRS reserves the right to amend the timetable or extend any time period within the above timetable but will endeavour to keep amendments to a minimum.

1. **EVALUATION PROCESS**

Following the submission deadline, responses will be evaluated by a scoring team comprising appropriate representatives of LFRS with the relevant technical expertise to effectively evaluate and score submissions. This process will be facilitated by LFRS procurement team.

A financial check may be undertaken at award stage and as part of ongoing contract management.

Responses will be subject to the evaluation process described below:

* 1. **Stage 1: Initial screening**

Each submitted response will be subject to an initial screening assessment to confirm that the response has been submitted on time, is completed correctly and is materially complete.

All mandatory information must be provided. If you cannot respond ‘no’ to every question in the SQ it is likely that your response will not be accepted.

Evaluation of the SQ will be undertaken in line with the information contained within the SQ document provided.

The SQ contains details of the methodologies which will be used during the evaluation process, including financial calculations and thresholds that may apply.

All Bidders passing the SQ will then proceed through to stage 2 of the evaluation process.

Responses that are not substantially complete or which are non-compliant with the requirements may be rejected at this stage.

* 1. **Stage 2: Cost evaluation**

Cost will be scored by applying the applicable award criteria set out in Section 10 to the lowest cost submitted and all other submissions will be scored pro-rata. (E.g. Bidder 1 submits the lowest cost of £15,000 and Bidder 2 submits cost of £20,000 for the total cost. If the award criterion for Cost was 30% - Bidder 1 scores 30% and Bidder 2 scores 22.50% (£15,000 divided by £20,000 multiplied by 30%).

* 1. **Stage 3:** **Quality evaluation**

Responses that are successful following the initial screening assessment and stage 2 will be subject to a detailed evaluation in accordance with the award criteria set out in Section 10 and the evaluation methodology set out in 10.1.

1. **EVALUATION METHODOLOGY & AWARD CRITERIA**

The contract award criteria will determine the most economically advantageous offer taking into account the total cost of ownership and the submission of requested documentation as shown below:

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Cost | 30% |
| Quality | 70% |

* 1. **Quality evaluation**

Quality questions will be scored using the methodology in the table below and weighted by the applicable award criteria shown above.

|  |  |  |
| --- | --- | --- |
| **Score** | **Comment** | **Scoring Guidance** |
| 0 | Unsatisfactory | No response or a response that is entirely irrelevant. |
| 1 | Poor | An ambiguous response that is not entirely relevant and which insufficiently addresses essential requirements in regard to Authority specific detail. |
| 2 | Weak | A response that is not entirely relevant and which only addresses some essential requirements in regard to Authority specific detail. |
| 3 | Satisfactory | An acceptable response - Compliant and all the basic requirements are met but not exceeded. |
| 4 | Good | A good response that addresses all essential requirements with a good level of Authority specific detail. |
| 5 | Excellent | A comprehensive and strong response addressing all essential requirements with a high level of Authority specific detail. |

1. **FORM OF TENDER**

The submission of this section is mandatory and a failure to do so will mean the response is deemed non-compliant and may be rejected. This document should therefore be signed by an authorised representative, scanned and uploaded to the procurement portal along with your tender response. Bidders must ensure that this document is clear as poor quality or illegible copies will be rejected.

For: **LFRS-T-46 General and Recycling Waste Across LFRS Sites**

1. I/We the undersigned return this response and acknowledge that we are bound by our proposal submitted (receipt of which is also hereby acknowledged).

2. I/We hereby unconditionally and irrevocably offer to undertake the requirements requested to be provided and performed in accordance with the conditions of the Contract and at the rates set out in the relevant pricing matrices. I/We confirm that we fully understand the basis of the cost/price model.

3. I/We confirm that I/We are fully conversant with all the documentation; and that this response is submitted strictly in accordance with that documentation including, but not limited to the instructions.

4. I/We agree that this response shall remain open to be accepted or not by LFRS and shall not be withdrawn for a period of 90 days from the date for receipt, or such longer period as may be agreed with LFRS.

5. I/We undertake to execute the proposed Contract for the proper and complete fulfilment of such services as LFRS may in their absolute discretion award to us.

6. I/We agree that I/we shall commence the Contract as agreed with LFRS.

7. I/We confirm that we accept the terms of the proposed Contract and that this has been accepted by our Partners/Directors and our insurers and legal advisors if necessary.

8. I/We certify that the details of our response and the related documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.

9. I/We acknowledge that LFRS is not bound to accept the lowest or any response they may receive and reserve the right in their absolute discretion to accept or not to accept any response submitted.

10. I/We certify that we have not, and will not in the future, canvass or solicit any board member, officer or employee of any member of LFRS or its members or its agents in connection with the award of a this Contract and that no person employed by us or acting on our behalf has done so or will do so in the future.

11. I/We certify that we have full power and authority to enter into the proposed Contract and to undertake the defined services, and that this is a bona fide tender.

12. I/We confirm that all the information provided to LFRS in this submission remains complete and accurate in all respects.

**NON-COLLUSION**

The essence of selective tendering is that LFRS shall receive bona fide competitive tenders from all companies tendering. In recognition of this principle, I/we certify that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the returnable date for this tender any of the following acts:-

1. Communicate to a person other than the person calling for these tenders the amount, or approximate amount of the proposed tender;

2. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

3. Offer or pay or give or agree to pay or give any sum or 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 work any act or things of the sort described above.

Any bidder who, in connection with the competition for the selection of Bidders for the Contract:

• fixes or adjusts its bid by or in accordance with any agreement or arrangement with any other bidder;

• enters into any agreement or arrangement with any other bidder to refrain from making a bid or to alter, in any way the content of any bid to be submitted;

• causes or induces any person to enter into any such agreement as referred to in the paragraphs above or to inform any other bidder of the content of any other bid for the Contract;

• offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done any act or omission in relation to any other bid or proposed bid for the Contract; or

• communicates to any person (outside its consortium, its professional and financial advisers other than LFRS or any person duly appointed by LFRS) the content of its proposed bid,

will be disqualified (without prejudice to any other civil remedies available to LFRS and without prejudice to any criminal liability that such conduct by a bidder may attract) from further participation in the competition.

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

**Please sign and Date below, returning this page as part of your tender submission to confirm that you fully understand and adhere to the requirements contained within the Instructions to Tender document.**

|  |  |
| --- | --- |
| Signature |  |
| Name Printed |  |
| Date |  |