



**Derbyshire**  
Fire & Rescue Service  
Making Derbyshire Safer

# **INVITATION TO TENDER**

Resurfacing and Drainage Works  
At  
Bradwell Fire Station

**Contract Ref DFRA 163**

Issue Date: Mon 29 May 2018

Return Date: Mon 25 June 2018

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## **SECTION 1 – GENERAL REQUIREMENTS**

### **1.1 GENERAL REQUIREMENTS**

Tenders are invited for undertaking resurfacing and drainage works at Bradwell Fire Station, Main Street, Bradwell, Derbyshire S33 9JG. The successful service provider will be responsible for co-coordinating and undertaking all aspects of the works; and liaising closely with DFRS's contract administrator for the duration of the contract.

The site is a 24 hour operational fire station and must remain so throughout the duration of the works. The service provider must endeavour to keep disruption to the operational status of the fire station to an absolute minimum within the context of the nature of the work specified.

DFRS's detailed requirements are defined in the Specification Document separately enclosed.

### **1.2 CONTRACT COMMENCEMENT & DURATION**

The contract commencement date is estimated to be Monday 2 July 2018.

The contract duration is estimated to be 4 weeks.

## **SECTION 2 - SPECIFICATION**

### **2.1 SPECIFICATION DOCUMENTS**

The documents listed below are enclosed separately. Collectively they comprise the specification for the project.

- Pre-Construction Health & Safety Information Pack
- Specification (including JCT Minor Works Preliminaries; Scope Of Works; Tender Summary; Form of Tender; Tender Certificate)
- Drawing DFRA163.1 – Existing Plan
- Drawing DFRA163.2 – Proposed Plan
- Drawing DRFA163.3 – Line Marking Plan

## SECTION 3 – THE PROCUREMENT PROCESS

### 3.1 PROCEDURE

The procurement process adopted by DFRS is based on the open tendering procedure as detailed in the European Communities Combined Directive (2004/18/EC) and the Public Contracts Regulations 2015. In brief, the process will be as follows:

- All service providers interested in the tender can request the tender documents from DFRS Property Department by email or telephone.
- Submitted tenders will be initially examined to establish the completeness of information. DFRS reserves the right to disqualify any tender which is incomplete.
- Complete tenders will be evaluated to ensure that all the stated essential qualifying criteria have been met. DFRS reserves the right to disqualify any tender which does not meet all the stated essential qualifying criteria.
- All tenders which meet the essential qualifying criteria will be evaluated in full against the award criteria.

### 3.2 PROCUREMENT TIMETABLE

1.	Invitation to Tender Issued	Mon 29 <sup>th</sup> May 2018
2.	<b>Deadline for Submission of Tenders</b>	Mon 25 <sup>th</sup> June 2018
3.	Evaluation	Tues 26 <sup>th</sup> June 2018
4.	Interviews / Presentations	N/A
5.	Tender Award Notification	Fri 29 <sup>th</sup> June 2018
6.	Contract Awarded	Fri 29 <sup>th</sup> June 2018
7.	Estimated Contract Start	Mon 2 <sup>nd</sup> July 2018

DFRS reserves the right to amend this time-table and steps 3, 4, 5, 6 & 7 are provided for indicative purposes only.

### 3.3 EVALUATION OF TENDERS

An initial examination will be made to establish the completeness of submitted tenders. DFRS reserves the right to disqualify any tender submission which is incomplete.

There will be two principal stages to the evaluation of tenders, called **'qualifying'** and **'award'**. The qualifying stage is intended to assess organisations general suitability and capability as potential Service Providers. Tender submissions that meet the minimum qualifying criteria will 'pass' the qualifying stage and proceed to the award stage. This stage assesses the merits of each tender based upon the service provider's delivery proposals.

Service providers that do not pass the qualifying stage will not proceed to the second award stage, and will not therefore be considered further.

In order to be transparent, and in order that service providers fully understand how their tender submission will be evaluated, full details of these two stages are described below. Should any service provider not understand any element, they should telephone DFRS Property Department on 0300 122 8934 or email: [property@derbys-fire.gov.uk](mailto:property@derbys-fire.gov.uk)

Service providers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since service providers will be required to hold these or withdraw their tender in the event of errors being identified after the submission of tenders.

If a service provider fails to provide fully for the requirements of the specification in the tender it must either:

- I. absorb the costs of meeting the full requirements of the specification within its tender price; or
- II. withdraw its tender.

DFRS will accept the tender which is the most economically advantageous, i.e. a balance between cost and quality.

The service providers written response to any supporting information required by DFRS will be taken into account in the evaluation of competing tenders and which, if approved, will be binding but will not detract from the specification nor conditions of contract.

Service providers should note that regardless of a tender's overall merits, in the event that DFRS's evaluating panel consider there to be a fundamental weakness likely to impact adversely upon the supply of services, then grounds will exist to exclude the bid from further consideration.

### 3.4 STAGE ONE - QUALIFYING CRITERIA

Assessment against qualifying criteria is a pass/fail exercise, designed to ensure that service provide who proceed to stage 2 of the evaluation are considered suitable for delivering works to DFRS.

The qualifying criteria against which all tenders will be initially assessed are specified in the Suitability Assessment Questionnaire (Section 7). The qualifying criteria within the questionnaire are summarised below:-

Qualifying Criteria	Explanatory Notes	Result
<b>Compliance with Tendering Procedure</b>	Tender submissions must be complete (including a signed Form of Tender and Tender Certificate). An incomplete tender will fail.	Pass or Fail
<b>Service Provider Information (Q1.1)</b>	See Suitability Assessment Questionnaire	For information only
<b>Grounds for Mandatory Exclusion (Q2.1)</b>	See Suitability Assessment Questionnaire	Pass or Fail
<b>Grounds for Discretionary Exclusion (Q3.1)</b>	See Suitability Assessment Questionnaire	Pass or Fail
<b>Financial and Economic Standing (Q4.1 to Q4.2)</b>	See Suitability Assessment Questionnaire	Pass or Fail
<b>Insurance and Health and Safety (Q5.1 and Q5.2)</b>	See Suitability Assessment Questionnaire	Pass or Fail
<b>Qualification of Offer</b>	Any Qualification of offer deemed unacceptable by the DFRS's evaluation panel will lead to failure of the tender. An example of this would be material changes to the terms and conditions, although DFRS reserves the right to consider each case on its merits, and assess the risks and implications involved in proceeding.  Any qualifications of offers deemed unacceptable will be referred to tenderers, who will be given the opportunity to retract the qualification.	Pass or Fail

Service providers are advised that wherever reference is made to any external assessment body or external accreditation standard, such reference shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.

Service providers are further advised that any contract(s) resulting from this procurement exercise will be subject to conditions which require the service provider, as an employer, to comply with all statutory obligations to staff (and to applicants for employment) under all equality and non-discrimination laws (and amendments thereto) and with any statutory instruments, orders, guidance and codes of practice made thereunder.

### 3.5 STAGE TWO - AWARD CRITERIA

Tenders that meet the qualifying criteria will proceed to be evaluated against the award criteria. Two criteria ('quality' and 'price') will be used to determine the most economically advantageous tender. These will carry the following weightings:

- Quality 30 points
- Price 70 points

The 'quality' criteria against which tenders will be assessed and the method of evaluating 'quality' scores are set out in section 8 - Working Methods Questionnaire.

The 'price' criteria against which tenders will be assessed and the method of evaluating 'price' scores are set out in section 9 – Price Evaluation.

### **3.6 INTERVIEWS**

It is **not** intended that interviews will be held as part of the tender process for resurfacing and drainage works at Bradwell Fire Station. However DFRS reserves the right to do so should clarification of tender submissions be necessary.

### **3.7 WINNING TENDER**

The final 'quality' and 'price' scores for each tender will be added together to give a final score out of 100 points. Taking the evaluation process as a whole, the tenderer which achieves the highest score will be the winning tender.

### **3.8 ACCEPTANCE OF TENDER**

The successful service provider will be informed accordingly via a "Tender Award Notification: Acceptance of Tender" letter. Such acceptance, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender based on the evaluation criteria listed above.

Unsuccessful service providers will be informed via a "Tender Award Notification: Non-Acceptance of Tender" letter. Unsuccessful service providers will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the successful tender.

DFRS does not bind itself to accept the lowest or any tender, and unless a service provider expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

The successful service provider will be provided with two copies of the resultant contract documents to sign and return to DFRS who will duly sign and return one copy to the Service Provider.

## **SECTION 4 – CONDITIONS OF TENDER**

### **4.1 GENERAL**

Tenders must be submitted in accordance with the following instructions and conditions. Any service providers that do not comply with these instructions or conditions may have their tender rejected.

### **4.2 INFORMATION, COSTS AND EXPENSES**

The service provider is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the service provider in connection with the preparation and submission of the tender will be borne by the service provider.

### **4.3 RESEARCH AND INVESTIGATION**

The service provider will be deemed for all purposes connected with the tender and the contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the contract (in the context of and as it is described in the specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

The service provider shall have no claim whatsoever against DFRS in respect of such matters and in particular (but without limitation) neither DFRS shall make any payments to the service provider save as expressly provided for in the contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by DFRS to the service provider in respect of the scope of the contract being different from that envisaged by the service provider or otherwise. Information given in respect of current orders is given as a guide and DFRS makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the service provider.

### **4.4 CONFIDENTIALITY**

All documentation and information issued by DFRS relating to the tender shall be treated by the service provider as private and confidential for use only in connection with the tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of DFRS.

The documents which constitute the contract and all copies are and will remain the property of DFRS and must not be copied or reproduced in whole or in part and must be returned to DFRS upon demand.

### **4.5 SERVICE PROVIDER'S WARRANTIES**

In submitting a tender the service provider warrants and represents that:

- (a) it has complied in all respects with the conditions of tender;

- (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to DFRS by the service provider or its employees in connection with or arising out of the tender are true, complete and accurate in all respects;
- (c) it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the tender, the specification and the conditions of contract and that it has not submitted the tender and will not have entered into the contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by DFRS;
- (d) it has full power and authority to enter into the contract and will if requested produce evidence of such to DFRS;
- (e) it is of sound financial standing and the service provider and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the service provider which may adversely affect such financial standing in the future;

#### **4.6 VARIANT BIDS**

Where in the best interest of DFRS, variant bids may be accepted.

In the event that the service provider has difficulty in complying with any specific provision or wishes to propose any amendment to the specification, it should provide all information and evidence in writing concerning such difficulty or amendment as DFRS may require. DFRS may, at its discretion, consider the difficulty or amendment, and may issue general guidance or waive or amend the relevant provision, but in any case without prejudice to all or any other provisions of the tender, the conditions or the specification or any rights or powers of DFRS hereunder.

#### **4.7 FREEDOM OF INFORMATION**

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

#### **4.8 REJECTION OF TENDER**

Any tender submitted by a service provider in respect of which the service provider:

- (a) fixes and adjusts prices and rates shown in its tender by or in accordance with any agreement or arrangements with any other person or by reference to any other tender or communicates to any person the amount or approximate amount of the prices and rates shown in its tender except where such disclosure is made in confidence, in order to obtain information for the preparation of the tender documents or for the purposes of financing or insurance; or

- (b) enters into any agreement with any other person that such other person shall refrain from submitting a tender or shall limit or restrict the prices to be shown by any other tenderers in its tender; or
- (c) offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Service Provider or any other person's proposed Tender any act or omission; or
- (d) in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889-1916 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972;
- (e) has directly or indirectly canvassed any member or official of DFRS concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member of official concerning any other Service Provider or tender submitted by any other Service Provider;

shall be rejected by DFRS provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to DFRS or any criminal liability which such conduct by a service provider may attract.

#### **4.9 NON-CONSIDERATION OF TENDER**

DFRS may in its absolute discretion refrain from considering any Tender if:

- (a) it is not in accordance with the conditions of tender;
- (b) the service provider makes or attempts to make any variation or alteration to the terms of the tender, the conditions or the specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the tender, the conditions and the specification; or
- (c) the service provider does not provide all the information required by DFRS.

#### 4.10 PAYMENTS TO SUB-CONTRACTORS

- (a) Where the Service Provider enters into a sub-contract with a Sub-contractor for the purpose of performing any of its obligations under the Contract, it shall ensure that provisions are included in such a sub-contract which requires:
- payment to be made of all sums due by the Service Provider to its Sub-contractor within a specified period not exceeding 30 days from the Receipt of a valid invoice; and
  - the Service Provider to consider and verify invoices and to raise queries on any disputed invoices in terms equivalent to those imposed on DFRS as set out in clauses (b) & (c) below.
- (b) DFRS shall consider and verify any invoices submitted for payment by the Service Provider in a timely fashion and, subject to clause (c), the Service Provider acknowledges and agrees that any undue delay by it in considering or verifying any invoices pursuant to this clause (b) shall not be sufficient justification for regarding an invoice as invalid and/or disputed.
- (c) If DFRS receives an invoice which it reasonably believes includes a sum which is not valid and properly due or any other inaccuracy which renders the invoice invalid (a “disputed invoice”):
- DFRS shall notify the Service Provider in writing as soon as reasonably practicable;
  - DFRS’s failure to pay the disputed invoice shall not be deemed to be a breach of the Contract;
  - to the extent such element is readily identifiable, DFRS shall pay any element of the disputed invoice which is not in dispute by its due date;
  - once the dispute has been resolved, where either Party is required to make a balancing payment, it shall do so within 5 Working Days and, where the Service Provider is required to issue a credit note and/or fresh invoice, it shall do so within 5 Working Days.

## **SECTION 5 – PREPARATION AND SUBMISSION OF TENDERS**

### **5.1 GENERAL REQUIREMENTS**

Tenders must be submitted in accordance with the following instructions and conditions. Service providers that do not comply with these instructions or conditions may have their tender rejected.

### **5.2 INVITATION TO TENDER AND ACCOMPANYING DOCUMENTS**

Tender documentation may vary in detail, but DFRS will:

- avoid over specifying a requirement,
- invite a sufficient number of service providers to ensure fair competition, but remove barriers to participation by small Service Providers without discriminating against larger service providers
- provide clear documentation
- give all service providers equal opportunity
- provide feedback to unsuccessful tenderers

Tenders must be submitted, in hard copy (paper) format, which must be duly completed and signed where appropriate.

Please ensure that all questions are completed in full. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A'. Please do not assume that the evaluators know about your organisation or the work that you do. All figures should be in full, for example £3,500,000 not £3.5 million.

### **5.3 SIGNATURES**

Where required, the tender documents must be signed:

- (a) where the service provider is an individual, by that individual; OR
- (b) where the service provider is a partnership, by two duly authorised partners; OR
- (c) where the service provider is a limited company, by a director duly authorised for such purposes.
- (d) where the service provider is a consortium, by an authorised individual of the lead organisation.

### **5.4 SUBMISSION OF TENDER**

No submission after the closing date and time will be considered. All service providers shall keep their respective bids valid and open for acceptance by DFRS until the expiry of 90 days from the last date for the receipt of tenders.

### **5.5 DECLINE OR INABILITY TO RETURN**

If for any reason a service provider is unable to submit or decline to tender, please inform DFRS using the enclosed Declining to Tender Form (Section12)

## **SECTION 6 – DOCUMENTS FOR RESPONSE**

To submit a tender, the service provider must complete and return the following documents:

- **Suitability Assessment Questionnaire (Section 7 of this document)**
- **Working Methods Questionnaire (Section 8 of this document)**
- **Tender Summary (within separate DFRA163.SPEC Document)**
- **Form of Tender (within separate DFRA163.SPEC Document)**
- **Tender Certificate (within separate DFRA163.SPEC Document)**

To decline to submit a tender, the service provider must complete and return the following document:-

- **Decline To Tender Form (Section 12 of this document)**

## **SECTION 7 – SUITABILITY ASSESSMENT QUESTIONNAIRE**

### **Notes for Completion**

- Service providers are required to respond to the questions below. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A'.
- Should you need to provide additional information to response to the questions, these should be numbered clearly and listed as part of your declaration. A 'Continuation Sheet Template' for providing additional information is provided in section 11
- Whilst reserving the right to request information at any time throughout the procurement process, DFRS may enable the service provider to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the service provider can meet the specified requirements (such as the questions relating to Technical and Professional Ability) DFRS may only obtain such evidence after the final tender evaluation decision i.e. from the winning service provider only.
- Where the service provider proposes to use one or more sub-contractors to deliver some or all of the contract requirements, the service provider should give details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables that each sub-contractor will be responsible for.
- DFRS recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, service providers should be aware that where information provided to DFRS indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the service provider to proceed with the procurement process or to provide the supplies and/or services required. Service providers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the service provider prior to any award of contract, based on an assessment of the updated information.

## SUITABILITY ASSESSMENT QUESTIONNAIRE

Project: Resurfacing and Drainage Works at Bradwell Fire Station

Reference: DFRA 163

Q1	SERVICE PROVIDER INFORMATION (Information Only)	
Q 1.1	Organisational Details	
a)	Full name of the service provider submitting the tender	
b)	Registered company address	
c)	Registered company number	
d)	Registered charity number	
e)	Registered VAT number	
f)	Name of parent company (if applicable)	
g)	Point-of-contact name	
h)	Point-of-contact telephone Number	
l)	Point-of-contact email Address	
J)	Point-of-contact Job Title	
i)	Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company <input type="checkbox"/> Yes
		ii) a limited company <input type="checkbox"/> Yes
		iii) a limited liability partnership <input type="checkbox"/> Yes
		iv) other partnership <input type="checkbox"/> Yes
		v) sole trader <input type="checkbox"/> Yes
		vi) other (please specify) <input type="checkbox"/> Yes
	Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE) <input type="checkbox"/> Yes
		ii) Small or Medium Enterprise (SME) <sup>1</sup> <input type="checkbox"/> Yes
		iii) Sheltered workshop <input type="checkbox"/> Yes
		iv) Public service mutual <input type="checkbox"/> Yes

<sup>1</sup> See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Q2	<b> GROUNDS FOR MANDATORY EXCLUSION (Pass/Fail)</b>		
	<p>You will fail if you answer 'yes' to any of the items listed in question 2.1.  You will fail if you answer 'yes' to question 2.2 unless you provide sufficient evidence of self-cleaning. The requirements for self-cleaning are explained on page 19.</p>		
Q2.1	<p><b>Within the past five years, has your organisation, directors or partner or any other person who has powers of representation, decision or control with your organisation been convicted of any of the following offences:-</b></p>	<p>Please mark 'X' in the relevant box</p>	
a)	<p>conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 198 where that conspiracy relates to participation in a criminal organisation Decision 2008/841/JHA on the fight against organised crime;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
b)	<p>corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
c)	<p>the common law offence of bribery;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
d)	<p>bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 11 of the Representation of the People Act 198;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
e)	<p>any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:</p>		
(i)	<p>the offence of cheating the Revenue;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
(ii)	<p>the offence of conspiracy to defraud;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
(iii)	<p>fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
(iv)	<p>fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 99 of the Companies Act 2006;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
(v)	<p>fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
(vi)	<p>an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 199;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
(vii)	<p>destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
(viii)	<p>fraud within the meaning of section 2, or 4 of the Fraud Act 2006; or</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
(ix)	<p>the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

f)	any offence listed—		
(i)	in section 41 of the Counter Terrorism Act 2008; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(ii)	in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
g)	any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	Yes <input type="checkbox"/>	No <input type="checkbox"/>
h)	money laundering within the meaning of sections 40(11) and 415 of the Proceeds of Crime Act 2002;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
i)	an offence in connection with the proceeds of criminal conduct within the meaning of section 9A, 9B or 9C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
j)	an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
k)	an offence under section 59A of the Sexual Offences Act 2003;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
l)	an offence under section 71 of the Coroners and Justice Act 2009	Yes <input type="checkbox"/>	No <input type="checkbox"/>
m)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
n)	any other offence within the meaning of Article 57(1) of the Public Contracts Directive—	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(i)	as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(ii)	created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Q 2.2</b>	<b>Has it been established by a judicial or administrative decision in accordance with the legal provisions of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

<b>Q 3</b>	<b> GROUNDS FOR DISCRETIONARY EXCLUSION (Pass/Fail)</b>		
You will fail if you answer 'yes' to any of the items listed in question 3.1 unless you provide sufficient evidence of self-cleaning. The requirements for self-cleaning are explained on page 19			
<b>Q 3.1</b>	<b>Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.</b>	Please mark 'X' in the relevant box.	
(a)	your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(b)	your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(c)	your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(d)	your organisation has entered into agreements with other economic operators aimed at distorting competition;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(e)	your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; see footnote 2	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(f)	the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(g)	your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; see footnote 3	Yes <input type="checkbox"/>	No <input type="checkbox"/>

<sup>2</sup> **Conflicts of interest**

In accordance with question 3.1 (e), DFRS may exclude the service provider if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the service provider to inform DFRS in writing of the conflict. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by DFRS does not represent a conflict of interest for the service provider.

<sup>3</sup> **Taking Account of Bidders' Past Performance**

In accordance with question (g), DFRS may assess the past performance of a service provider (through a certificate of performance provided by a customer or other means of evidence). DFRS may take into account any failure to discharge obligations under the previous principal relevant contracts of the service provider completing this suitability questionnaire. DFRS may also assess whether specified minimum standards for reliability for such contracts are met. In addition, DFRS may re-assess reliability based on past performance at key stages in the procurement process (i.e. service provider selection, tender evaluation, contract award stage etc.). Service providers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

(h)	your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(i)	your organisation has undertaken to		
(aa)	unduly influence the decision-making process of the contracting authority, or	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(bb)	obtain confidential that may confer upon your organisation undue advantages in the procurement procedure; or information	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(j)	your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

### **‘Self-cleaning’**

Any service provider that answers ‘yes’ to questions 2.2 and/or 3.1 should provide sufficient evidence (using continuation sheet templates) of the circumstances and all remedial action that has taken place subsequently and which effectively “self-cleans” the situation referred to in that question. The service provider has to demonstrate it has taken such remedial action, to the satisfaction of DFRS in each case. If DFRS considers such evidence to be sufficient, the service provider concerned shall be allowed to continue to the next stage of the procurement process.

In order for the evidence to be sufficient, the service provider must prove that it has:-

- paid or undertaken to pay all compensation and fines in respect of any damage caused by the criminal offence or misconduct;
- paid or undertaken to pay all outstanding tax, social security contributions, accrued interest, fines and charges as required to do so.
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences, misconduct or unpaid tax from reoccurring.

The measures taken by the service provider shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by DFRS to be insufficient, the service provider shall fail and be given a statement of the reasons for that decision. The decision taken by DFRS in respect of the adequacy of self-cleaning measures is final.

<b>Q 4</b>		<b>ECONOMIC AND FINANCIAL STANDING (Pass/Fail)</b>	
<p>If the documents submitted for question 4.1 indicate that the estimated value of this contract constitutes more than 50% of the service provider's current projected annual turnover, the service provider will fail. Exceptions to this rule will be made if:</p> <p>1) the service provider is a public sector based organisation (Local Authority, Health trust) etc;</p> <p>2) the service provider is a member of a relevant trade group that has already "pre-approved" the organisation to undertake a contract to the financial size of the tender. If this is the case the service provider must submit a copy of the relevant membership certification showing the financial approval levels assessed. An example of a relevant trade group is <b>Constructionline</b> for a construction or building services contract;</p> <p>3) the service provider passes a Dun &amp; Bradstreet credit check carried out by DFRS to establish the service providers financial stability. To pass this check the service provider must:-</p> <ul style="list-style-type: none"> <li>• receive a financial strength rating which proves the net worth of the company is at least 50% more than the estimated value of this contract, and;</li> <li>• receive a risk indicator of 1 (minimal risk) or 2 (less than average risk).</li> </ul>			
<b>Q 4.1</b>	<b>Please provide one of the following to demonstrate your economic and financial standing:</b>	Please mark X in the relevant box	
a)	A copy of the audited accounts for the most recent two years	<input type="checkbox"/> Yes	
b)	A statement of turnover, profit, loss, liabilities, assets and cash flow for the most recent year of trading	<input type="checkbox"/> Yes	
c)	A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position	<input type="checkbox"/> Yes	
d)	Alternative means of demonstrating financial status if any of the above are not available.	<input type="checkbox"/> Yes	
e)	If you have answer 'yes' to 4.1(d) above, please summarise the alternative means being provided below:		
<b>Q 4.2</b>	<b>Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
a)	If yes, please provide the information required below:-		
	Name of the parent company		
b)	Please provide parent company accounts if available.	Enclosed <input type="checkbox"/>	
c)	Would the ultimate parent company be willing to provide a guarantee if required?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
d)	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**Q 5 INSURANCE AND HEALTH AND SAFETY (Pass/Fail)**

Service Providers who self-certify that they meet these requirements will be required to provide evidence of this if they are successful at contract award stage. Any service provider who is unable to self-certify, or does not commit to obtaining, prior to the commencement of the contract, the levels of insurance cover indicated below will fail.

<b>5.1 Insurance</b>			
	Please self-certify that you have the levels of insurance cover indicated below:	Please mark X in the relevant box	
a)	Employer’s Compulsory Liability Insurance – £5 million <sup>4</sup>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b)	Public Liability Insurance - £5 million	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c)	If you have answered no to either of the above, do you commit to obtain the appropriate level of insurance cover prior to commencement of the contract if you are successful in winning the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>5.2 Health and Safety</b>			
a)	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b)	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question is “Yes”, please use a continuation sheet template to provide details of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>DFRS will exclude service providers that have been in receipt of enforcement/remedial action orders unless the service provider can demonstrate to DFRS’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c)	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

<sup>4</sup> \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

## **SECTION 8 – WORKING MEHTODS QUESTIONNAIRE**

Notes for Completion:-

- Service providers are required to respond to the questions below. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified.
- Each response must be self -contained, i.e. it should not refer or cross-reference to the answer to any other question, even though in some cases this may lead to duplication of information.
- Please do not submit general marketing or promotional material by way of answers to any of the questions. Where information contained within such documents is pertinent to the question, it should be summarised within the answer.

**WORKING METHODS QUESTIONNAIRE****Project: Resurfacing and Drainage Works at Bradwell Fire Station****Reference: DFRA 163****Q 1.1 Experience**

Please provide details of **three** previous contracts, from either the public or private sector, that are relevant in nature and extent to this contract. They should all have been carried out within the past 5 years. DFRS will use this information to assess if the service provider has suitable experience, expertise and resources to carry out this contract. DFRS may approach the named points-of-contact to confirm the accuracy of the information provided.

**a) Contract 1 - (weighting 3)**

Name of Client

Name of Point-of-Contact

Position

Email Address

Telephone Number

Contract Start Date

Contract Completion Date

Estimated Contract Value

In the box below please provide a brief description of the contract including details of technical capability, expertise and resources utilised to carry out the contract (500 words max).

Use continuation sheet template if necessary

<b>b)</b>	<b>Contract 2 - (weighting 3)</b>	
	Name of Client	
	Name of Point-of-Contact	
	Position	
	Email Address	
	Telephone Number	
	Contract Start Date	
	Contract Completion Date	
	Estimated Contract Value	
	<p>In the box below please provide a brief description of the contract including details of technical capability, expertise and resources utilised to carry out the contract (500 words max).</p>	
	<div style="border: 1px solid black; height: 654px; width: 100%;"></div>	
	<p>Use continuation sheet template if necessary</p>	

<b>c)</b>	<b>Contract 3 - (weighting 3)</b>	
	Name of Client	
	Name of Point-of-Contact	
	Position	
	Email Address	
	Telephone Number	
	Contract Start Date	
	Contract Completion Date	
	Estimated Contract Value	
	In the box below please provide a brief description of the contract including details of technical capability, expertise and resources utilised to carry out the contract (500 words max)	
	Use continuation sheet template if necessary	

**Q 1.2**

**Compliance with the Specification (weighting 1)**

Please set out your understanding of the brief and explain how you will deliver all requirements of the specification. Also list those aspects of the work that will be carried out by sub-contractors, the sub-contractors names if known, and explain how you will manage/monitor/control the quality of their work.

**Response:**

Use continuation sheet template if necessary

**Q 1.3    Technical Capacity (weighting 1)**

Please explain how your organisation has sufficient technical and operational capacity to deliver all requirements of the specification, particularly in relation to resources to be utilised including plant, vehicles and machinery, and the professional qualifications, certifications and experience possessed by managerial and operational staff.

**Response:**

Use continuation sheet template if necessary

**Q 1.4 Risk Minimisation (weighting 1)**

What do you consider to be the main risks associated with delivering requirements of the specification and how would you manage them effectively to minimise their impact?

**Response:**

Use continuation sheet template if necessary

**Q 1.5**    **Communication (weighting 1)**

How you propose to communicate with the Contract Administrator, both on a regular planned basis and in situations where urgent contact is required?

**Response:**

Use continuation sheet template if necessary

## **SECTION 9 - EXPLANATION OF PRICE EVALUATION**

'Price' criteria account for 70 of the total points available.

The maximum price score is given to the lowest submitted price (taking into account all of the costs submitted in the tender). Scores, in relation to price, are given to the other tenders based on their relative position to the lowest priced bid.

Calculation:  $[1 - ((\text{Tender X Price} - \text{Lowest Price}) \div (\text{Lowest Price}))] \times \text{Maximum Points}$

Tender	Price	Calculation	Points
A (lowest)	£100,000	$[1 - ((£100,000 - £100,000) \div (£100,000))] \times 70$	70
B	£125,000	$[1 - ((£125,000 - £100,000) \div (£100,000))] \times 70$	52.5
C	£150,000	$[1 - ((£150,000 - £100,000) \div (£100,000))] \times 70$	35
D	£180,000	$[1 - ((£180,000 - £100,000) \div (£100,000))] \times 70$	14
E	£225,000	$[1 - ((£225,000 - £100,000) \div (£100,000))] \times 70$	0*

### **Step by Step Guide**

Subtract the lowest tender from each of the other tenders e.g. £125,000 (tender B) minus £100,000 (lowest tender A) = £25,000; this gives the differences between the lowest tender and each of the other tenders.

Divide each difference by the lowest tender e.g. £25,000 ÷ £100,000 (lowest tender A) = 0.25. This converts the difference between the lowest tender (A) and each of the other tenders to a percentage.

Take each percentage away from 1 to give the percentage of the marks that each tender will receive e.g. 1 minus 0.25 = 0.75. Therefore as tender B is 25% more expensive than the lowest tender it gets 25% less marks.

The final stage is to convert each percentage into points. This is done by multiplying each percentage by the total number of points available e.g. 0.75 x 70 = 52.5. In other words 75% of 70 points is 52.5 points.

\*If a bid is more than double the amount of the lowest tender, the equation will produce a negative number. When this situation occurs the tender scores 0 points.

The winning tender is the one which scores the greatest overall mark once the 'price' and 'quality' scores have been combined.

## SECTION 10 - EXPLANATION OF QUALITY EVALUATION

‘Quality’ criteria account for 30 of the total points available.

### WEIGHTINGS (A)

Interpretation	Weightings
High importance to the contract	3
Medium importance to the contract	2
Lower importance to the contract	1

### SCORING (B)

Score	Description
<b>0</b>	<b>Completely unsatisfactory/unacceptable response</b> No response to the question or serious deficiencies in meeting the required standards.
<b>1</b>	<b>Poor response</b> The response is partially compliant with some shortfalls in meeting the required standards.
<b>2</b>	<b>Acceptable response</b> The response is compliant and meets the basic contract standards. Any concerns are only of a minor nature.
<b>3</b>	<b>Good response</b> The response is fully compliant and clearly indicates a full understanding of the contract and the ability to consistently deliver all the required contract standards.
<b>4</b>	<b>Excellent response</b> The response is fully compliant and indicates the ability to exceed the required standards of the contract.

### WORKED EXAMPLE OF THE QUALITY EVALUATION MATRIX

Section	Question Number	Working Method Question	Importance Weighting (A)	Max Quality Score Achievable (B)	Max Weighted Marks Available (C) (AxB = C)
<b>8</b>	<b>8.1</b>	Experience:	3	4	12
		• Contract 1			
		• Contract 2			
		• Contract 3	3	4	12
<b>8</b>	<b>8.2</b>	Compliance with the Specification	1	4	4
<b>8</b>	<b>8.3</b>	Technical Capacity	1	4	4
<b>8</b>	<b>8.4</b>	Risk Minimisation	1	4	4
<b>8</b>	<b>8.5</b>	Communications	1	4	4
<b>Total</b>					52

Based on the above matrix, each tender receives a score out of 52. This score is converted into a percentage e.g. if a tender receives a score of 39 out of 52, then 39 divided by 52 = 0.75 (or 75%).

The ‘quality’ criteria are worth 30 points of the overall award. Therefore, 75% of 30 points is calculated by multiplying 0.75 by 30 = 22.5 points. This is added to the points awarded for the ‘price’ criteria.

The winning tender is the one which scores the greatest overall mark once the 'price' and 'quality' scores have been combined.

**SECTION 11 – CONTINUATION SHEET TEMPLATE**

<b>PROJECT:</b>	<b>RESURFACING AND DRAINAGE WORKS AT BRADWELL FIRE STATION</b>
<b>REFERENCE:</b>	<b>DFRA163</b>
<b>Continuation Sheet Number:</b>	
<b>Section Name &amp; Question Number to Which Continuation Sheet Relates:</b>	

