**East Sussex Fire Authority**

**ESFA2502**

**Provision of**

**Electrical Services across**

**East Sussex Fire Authority Properties**

**Section 5 Quality Response**

**CLOSING TIME and DATE FOR SUBMISSION OF RESPONSES:**

**12.00 noon on 23rd July 2025**

**To be returned via our electronic portal, detailed in the ITT section**

**‘Preparation and Submission of Responses’**

**Section 5 Technical and Quality** **Questionnaire - Response**

**Technical Questionnaires**

**5.1 Grounds for Mandatory Rejection**

If you answer ‘yes’ to any question regarding Mandatory grounds for exclusion the Authority must automatically reject your tender.

**The Authority’s decision in this regard is final.**

Please answer ‘Yes’ or ‘No’ to each question.

|  |  |  |
| --- | --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | | Answer  Yes/No |
| a) | conspiracy within the meaning of section 1or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |
| b) | 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; where the offence relates to active corruption; |  |
| c) | the offence of bribery, where the offence relates to active corruption; bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010; or Section 113 of the Representation of the People Act 1983 |  |
| d) | fraud, 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, within the meaning of: |  |
| 1. the offence of cheating the Revenue; |
| 1. the offence of conspiracy to defraud |  |
| 1. 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; |  |
| 1. fraudulent trading within the meaning of section 458of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006 |  |
| 1. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979or section 72 of the Value Added Tax Act 1994**;** |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| 1. 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 |  |
| e) | money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or |  |
| (ii) 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 |  |
| f) | any other offence within the meaning of Article 57(1) of Public Contracts Directive 2004/18/EC as defined by the national law of any relevant State. |  |

**5.2 Grounds for Discretionary Rejection**

If you answer ‘yes’ to any question regarding discretionary grounds for exclusion the Authority may reject your tender **unless you provide sufficient evidence of remedial action you have taken.**

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| **Within the past three years, have any of the following situations been applied, or do any currently apply, to your organisation?** | | Answer Yes/No |
| a) | your organisation is bankrupt or subject to insolvency or winding-up proceedings, where assets are being administered by a liquidator or a Court, where it is in an arrangement with creditors, where its business activities are suspended, or is in an analogous situation arising from a similar procedure under the laws and regulations of any State; |  |
| b) | your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |
| c) | your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |
| d) | your organisation has a conflict of interest in relation to the Authority as defined in Section 81 of the Procurement Act 23 that cannot be effectively remedied by other, less intrusive, measures; |  |
| e) | the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in Section 16(5) of PA23, that cannot be remedied by other, less intrusive, measures; |  |
| f) | 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 |  |
| g) | your organisation —   1. 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) or a sub-contractor or an associated person to either, has been excluded under the terms of the Procurement Act 2023 or |  |
|  | (iii) your organisation has undertaken to:   * unduly influence the decision-making process of the contracting authority, or * obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or * your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |
| h) | has your organisation or any of its directors or Executive Officers, in the last 3 years, had any of the following:   * Health & Safety Executive enforcement and/or remedial orders * Local Authority Improvement, * Environment Agency Improvement * Prohibition Notices * Complaints upheld, following investigation by Equality and Human Rights Commission * any finding of unlawful discrimination made against you by an Employment Tribunal or Employment Appeal Tribunal or Prosecutions through any other court * RIDDOR incidents? |  |

If you have answered ‘Yes’ to any questions, please provide details, particularly of enforcement action taken, and any remedial action you have implemented as a result:

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**Your tender will be rejected in you are found to be an excluded supplier, any of your key sub-contractors are an excluded supplier or relevant persons to you, or your key sub-contractors are excluded persons as defined within the Procurement Act 2023.**

* 1. **Insurance and Financial Standing**

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| --- | --- |
| Question | Answer |
| Do you (and any relevant sub-contractors or consortium members) already have, or can you commit to obtaining, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = £10m  Public Liability Insurance = £7m  Product Liability Insurance = £1m  Copies of your current Insurance Certificates will be requested from the successful Applicant before Contract Award. They will require to be submitted annually thereafter on the anniversary of the contract. | Yes/No |

East Sussex Fire Authority will be required to complete exclusion checks and may conduct additional financial checks before contract award. Where a financial check raises concern, we will look for assurances that you will be able to provide a service through the whole contract term.

**5.4 Company Background and Information**

In this section you can cover in a general way, the background to your company, but also who you are, what you do and details like your registered address and company number. You should focus your response on how your company will meet the requirements contained within Section 3 – Background and Section 4 – Specification above and which are not covered in your responses to the questions in 5.5 below.

|  |  |
| --- | --- |
| **Company Name** |  |
| **Address** |  |
| **Registered Address**  **(if different from above)** |  |
| **Company Registration Number** |  |
| **Main Contact Name** |  |
| **Contact Telephone** |  |
| **Contact Email** |  |
| **Invoice Query – Name** |  |
| **Invoice Query – Telephone** |  |
| **Invoice Query - Email** |  |

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| **Response: (Maximum 1 page at Arial 11 point minimum)** |
| *This section is not scored and does not need to be completed. It may be used to provide additional information you want to give. You should not rely on this section to answer a 5.5 question*. |

* 1. **Quality Response**

**Please ensure you have read Section 1 and Section 5 in the ITT carefully before preparing your response here. Section 5 provides other supporting information, including the reason why we ask the question and some indication of how marks will be awarded. More information than just the question submitted here, to answer.**

You must answer each of the following questions below. The points and weighting awarded to each question is detailed in Section 1 of the ITT. There is no maximum or minimum word limit to the response, but we would expect it not to be either verbose or so little it does not answer the question fully.

|  |  |
| --- | --- |
| **Quality Questionnaire** | |
| Q1 | Please detail below how you intend to manage this contract including procedures and systems will be put in place for this contract to ensure you will deliver a robust service. In particular, if you use mobile phone apps, tablets or PDA based specific software systems to record visit information and reporting. Please detail which system you use and what advantages that might bring to us during the life of the contract? |
| Response |  |

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| --- | --- |
| Q2 | Response Times – Cover specifically, how you will meet an emergency 3-hour requirement, particularly over bank holidays, the Christmas and Easter periods. Detail if you already have the staff employed to achieve this and routine callouts; or will be reliant on recruiting more staff. If recruiting detail how many you have; and how many you will need, to be deployed for our requirement. |
| Response |  |

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| Q3 | Detail what communication processes you will adopt to ensure that all stakeholders are kept up to date with your response to emergency and urgent reactive reported faults, and for planned routine works and servicing requirements. |
| Response |  |

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| Q4 | Detail how you will ensure any repairs you complete, or any item you maintain or install; will meet with the required British (or equivalent) Standard. In particular detail how you procure compliant parts and audit the work of your engineers to ensure that these standards are met and evidenced. |
| Response |  |

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| Q5 | Detail how you will ensure how any staff employed by you on this contract are suitably skilled and qualified to perform the tasks they are being asked to do. Ensure you provide details of how these qualifications are checked and renewed, or training is refreshed, if required. Where work will be subcontracted, cover how you ensure that subcontractors work to the same standards. |
| Response |  |

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| Q6 | Detail how you will work with other suppliers, whether you are the lead contractor, or they are; and what costs if any, you may look to recover as a result of having to work with our other suppliers. *Ensure these costs are detailed clearly in Section 6 Pricing Schedule*. |
| Response |  |

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| Q7 | In respect of asbestos, detail how you will ensure staff attending on site, understand what they need to do, where other such risks might be found and what precautions they will be required to take. Detail what you will do, if during routine works or repairs a previously unidentified instance of asbestos, or suspected asbestos, is uncovered. |
| Response |  |

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| --- | --- |
| Q8 | Detail what types of works you will be completing yourself, and what work will be sub-contracted within the agreed hourly rate declared in Section 6. Provide a detailed list of any sub-contractors you intend to use to deliver this service to us, including how they are currently selected and managed by you. Detail contingency plans should ESFA reject a proposed sub-contractor, or they are found to be excluded from public contracts when checked.  Unless you use NO sub-contractors, and you should specifically state that in your response, failure to list your sub-contractors here could see you excluded. |
| Response |  |

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| --- | --- |
| Q9 | Detail in a typical emergency or urgent call out and within those response times how you will source spare parts to improve first fix performance. Cover in particular who you would source from, time constraints that may apply. Describe how your operative can procure a part or other materials at short notice, particularly out of normal working hours. If you plan to hold stock on vehicles or local stores, which parts do you believe will be most important to hold to ensure at least a safe repair can be achieved on a first visit? |
| Response |  |

**Social Value**

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| --- | --- |
| Q10 | What efforts is your organisation making to fight climate change and how do you operate sustainably and responsibly in respect of the environment, specifically any journey to Net Zero or waste management plans you may have and how they are monitored? From what you are doing, what elements in relation to this contract specifically, do you think would translate well for us to improve energy or water use efficiency or reduce waste production and/or environmental pollution as we also move to Net Zero? |
| Response |  |

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| Q11 | How do you tackle economic inequality in your local area? Detail how your company applies their Social Value commitments? You should also cover any that will specifically benefit the residents of East Sussex, Brighton and Hove who predominantly fund this service. Provide details on your total number of employed staff, how you ensure they are paid a fair wage and any plans you have to move staff on the national minimum wage to the national living wage for example. |
| Response |  |

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| --- | --- |
| Q12 | Detail your payment performance over the last financial year. Include number of invoices paid, how many were paid within thirty days of receipt and how many were in dispute at year end. For those not paid in 30 days, what is your normal payment terms for settling the invoices of your suppliers? |
| Response |  |

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| **QUALIFICATION OF OFFER**  Responses will be accepted on the basis that the bidder fully complies with the East Sussex Fire Authority terms and conditions of contract as set out below, for the full duration that this contract will be in force.  Any insistence by the bidder that a ‘qualification of offer’ shall prevail, that ESFA finds unacceptable, will give cause to reject the bid.  Please delete A or B as appropriate:   1. I/We do not wish to make any qualification(s) to offer. 2. I/We wish to make the following qualification(s) to our offer |

**BIDDERS DECLARATION**

**This section must be properly signed before submission. Do not just type a name in a script type font**

*When you have completed your response to this questionnaire you must certify below that the information provided in the response is complete and accurate.*

* I/We certify that the information is accurate to the best of my knowledge.
* I/We understand and accept that false information could result in exclusion from the tender process and that it is a criminal offence, to give or offer any gift or consideration whatsoever, as an inducement of reward to any servant of a Public Body.
* I/we also understand that any such action will empower the Authority to cancel any contract currently in place and could result in exclusion from all future Authority tenders.
* I/We, the undersigned do hereby contract and agree on acceptance of this Further Competition, in whole or in part, to perform the Services, at the prices and terms quoted.
* I/we accept the conditions of contract set out in the Invitation to Tender, to which this tender is my/our response, and I/we undertake to perform any contract awarded as a result of this Tender in strict conformity with those conditions of contract.
* I/We understand that East Sussex Fire Authority is not bound to accept any Tender it receives.
* Unless and until a Contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Signed **………………………………………………….** Date **……………………………………….**

Name (please print):

Position:

Company:

Address:

Telephone: **………………………………………………………………………………………..………**

Email: **………………………………………………………………………………………………..…….**