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Invitation to Tender

NFCC Framework for Respiratory Protective
Equipment, associated equipment and services
DS504-25

Closing date and time: 10:00 hours (GMT) on 07 November 2025

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Section One - Introduction

1.1. Introduction

- 1.1.1 Since March 2021, Fire Services and other public sector authorities in the UK have been able to access a Framework (DS314-20) for the provision of Respiratory Protective Equipment, associated equipment and services. This Framework expires on 28 February 2026.
- 1.1.2 Devon and Somerset Fire and Rescue Authority (the Authority) has agreed to take the role of 'lead authority' to establish a replacement Framework for Respiratory Protective Equipment, associated equipment and services, reference DS504-25 (the Framework) on behalf of the National Fire Chiefs Council Respiratory Protective Equipment Group (NFCC RPE Group), sponsored by the NFCC Procurement Hub, Category Lead for Operational Equipment.
- 1.1.3 The Framework will provide contracting authorities with a route to market to procure Respiratory Protective Equipment, associated equipment and services.
- 1.1.4 The Framework is being conducted in accordance with the Procurement Act 2023 (the Act) [Procurement Act 2023](#) using a single-stage tendering procedure without a restriction on who can submit tenders (an "open procedure"). This document describes how the Procurement will be conducted, including details of the associated procurement timetable, conditions of participation and award criteria and how to respond to this opportunity. suppliers are strongly encouraged to read this document before preparing their submission.
- 1.1.5 The requirements for this Framework have been written with the support of representatives from the NFCC RPE Group, Devon and Somerset Fire and Rescue Service, Cornwall Fire and Rescue Service and County Durham and Darlington Fire and Rescue Service on behalf of UK Fire and Rescue Services and other public bodies.

Section Two – Preliminary market engagement

2.1. Preliminary Market Engagement

- 2.1.1. Preliminary market engagement was undertaken in relation to this procurement. The relevant outputs have been detailed in sections 2.2 and 2.3 of this ITT.

2.2. Fire and Rescue Service consultation

- 2.2.1 In May 2025, the UK Fire and Rescue Services (FRS) were invited to complete a Consultation Questionnaire, to indicate when they proposed to replace their existing self-contained breathing apparatus and to indicate their requirements for associated equipment and services. They also provided feedback on the current Framework and provided suggestions for desired improvements to the future the Framework. Thirty-five (35) responses were received.
- 2.2.2 The information gathered from this FRS consultation process, together with the supplier Consultation (see section 2.3) was used to develop the Framework, detailed requirements and identify indicative demand & the ongoing support required.
- 2.2.3 Summary of responses with commentary
- Sixteen FRS indicated that they will be reviewing their self-contained breathing apparatus with the intention to renew or replace their equipment during the life of the Framework. A further nine FRS are considering their approach to the provision of self-contained breathing apparatus. Twenty-two FRS (not all of whom responded to the consultation) have recently replaced or refreshed their self-contained breathing apparatus and are unlikely to access the Framework for this purpose.
 - All responses indicated that they were satisfied with the lotting structure of the Framework.
 - One FRS suggested inclusion of physiological monitoring.
This has been incorporated into the Framework as a 'known risk' to be managed through technical refresh.
 - One FRS suggested inclusion of washing cabinets.
This has been rejected as being outside of the overarching scope of respiratory protective equipment; with low demand & low value which can be managed by FRS locally; lack of technical expertise at Framework level to compile user requirement; lack of resources at Framework level to undertake and evaluate tender and to manage a new market and additional suppliers.
 - One FRS suggested use of Cloud based technology for BA log books and data collection.
This has been incorporated into the Framework as a desirable option and as a 'known risk' to be managed through technical refresh.

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- Twenty-one FRS requested more detailed guidance on how to use the Framework, including options for direct award and improved templates for further competition processes.
It has been agreed to review and improve the guidance and templates provided to FRS in readiness for the commencement of the Framework.

2.3. Supplier Consultation

- 2.3.1 One supplier engagement activity has been carried out for this procurement; a supplier consultation questionnaire
- 2.3.2 On 22 July 2025, a preliminary market engagement opportunity was advertised through the Find a Tender portal and subsequently published through the In-tend e-tendering portal with a supplier Consultation Questionnaire.
- 2.3.3 The deadline for completed questionnaires to be submitted through In-Tend e-tendering portal was 20 August 2025. Six suppliers completed the questionnaire by the deadline.
- 2.3.4 The information obtained from the supplier engagement was used to develop the tender documentation.
- 2.3.5 Summary of responses with commentary
- All suppliers were satisfied with the lotting structure.
 - One supplier suggested adding washing cabinets to Lot 7.
This has been rejected as being outside of the overarching scope of respiratory protective equipment, low demand & low value which can be managed by FRS locally, lack of technical expertise at Framework level to compile user requirements, lack of resources at Framework level to undertake and evaluate tender and to manage an additional market and additional suppliers.
 - One supplier suggested including an additional lot to incorporate digital systems supporting breathing apparatus use and management including remote monitoring, asset management, breathing apparatus command.
This has been incorporated into the Framework as a desirable requirement in Lots 1, 3 and 4 and as a 'known risk' to be managed through technical refresh and modification.
 - One supplier suggested addition of positive pressure closed circuit breathing apparatus to Lot 1
Suppliers can include positive pressure closed circuit breathing apparatus in Lot 7
 - Approach to Framework:
One supplier stated a preference for a standard Framework with a four-year term without extension to allow for review of user requirements

One supplier stated a preference for an 'Open' Framework with a maximum term of eight years, reopened at three years to allow new entrants / new technologies to enter the Framework

Four suppliers had no preference
After taking into consideration scope of Framework; stability of market; the low likelihood of new entrants to the market; ability to modify the user requirements

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within scope; ability to undertake technical refresh; identification of known risks and the availability of resources to manage the Framework, it has been agreed to establish a four-year Framework with options to extend by up to two years, see 3.1 below, in accordance with section 47 (2) of the Procurement Act 2023.

- Social Value
 - Suppliers provided an overview of social value activities currently undertaken.
- Suggestions for improvement proposed included:
 - 'Open Framework'
 - This has been disregarded, see explanation above*
 - Improve the consistency of and reduce volume of information requested by FRS during further competition process
 - Guidance and templates for FRS to be updated and improved*
 - Provide FRS with education and support in how to use the Framework and encourage formal preliminary market engagement
 - Guidance and templates for FRS to be updated and improved. Framework manager to be available for consultation*
 - Reduce duplication of questions asked by FRS during further competition process which have already been addressed in Framework
 - Guidance and templates for FRS to be updated and improved whilst taking into accounts the provisions of the Act, section 45 (6) (b) 'A framework may not prevent a contracting authority from requesting further information from suppliers before awarding a contract'.*
 - Regular reviews of the user requirements to give suppliers a clear direction on FRS future requirements
 - Agreed – to be scheduled for periodic review*
 - Require FRS to be transparent and justify why a specific solution has been selected or included in user requirements in further competitions
 - Guidance and templates for FRS to be updated and improved*
 - Clear guidance for functional evaluations with well-defined assessment criteria
 - Guidance and templates for FRS to be updated and improved*
 - Provision of detailed breakdown of assessment scoring with feedback
 - The Act imposes a legal duty for contracting authorities to provide detailed Assessment Summaries to all suppliers.*
 - Provision of FRS procurement pipelines for respiratory protective equipment, including timescales for delivery to enable resource planning
 - Agreed – to be provided*
 - Guidance on collaboration between FRSs
 - Guidance and templates for FRS to be updated and improved.*

Section Three – Framework overview

3.1 The Framework

3.1.1 It is intended to award the Framework in December 2025 and that the Framework will commence on the 1 March 2026. The Initial Period of the Framework will be four years, so as to expire on 28 February 2030, with the option to extend subject to 3.1.2 below, in accordance with section 47 (3) of the Act.

3.1.2 The Authority reserves the right to extend the Framework by up to two years, providing that there have been no substantial changes in the supply market and that the Framework continues to meet the needs of the contracting authorities.

Substantial changes could include, amongst other things

- new entrants to the market
- suppliers who were previously unsuccessful in one or more Lots or who were unable to supply to one or more Lots at the time of tendering for this Framework who are subsequently capable of supplying those Goods and Services
- technological advancements that cannot not otherwise covered by the Framework
- changes to the detailed requirements that cannot be otherwise covered by the Framework.

3.2 Delivering procurement objectives

3.2.1 The Framework will have regard for the National Procurement Policy Statement (NPPS) and the procurement objectives.

3.3 Scope of Framework

3.3.1 The scope of the Framework will be as follows:

In-Scope	Out-of-Scope
<ul style="list-style-type: none">• Self-contained breathing apparatus• Cylinders• Integrated communication systems• Telemetry• Maintenance services• Parts and spares• Other respiratory protective equipment• Training and training materials• Technical support	<ul style="list-style-type: none">• Cleaning cabinets / specialist washing machines• Fireground radios

3.4 Lots

3.4.1 The following lot structure is being used for the Framework:

Lot 1	Self-contained breathing apparatus, with ancillaries
Lot 2	Cylinders with ancillaries
Lot 3	Integrated Communications systems
Lot 4	Telemetry
Lot 5	Maintenance services
Lot 6	Provision of consumables, parts and spares
Lot 7	Other respiratory protective equipment and services

3.4.2 The detailed requirements can be found in Schedule 1.

3.4.3 Suppliers shall declare which lots they are tendering for in question 4 of Preliminary questions of the Procurement Specific Questionnaire. Suppliers may submit responses for several or for all Lots. Suppliers may be included in the Framework for several or for all Lots.

3.4.4 Suppliers who are awarded Lot 1 shall offer Goods and services in lots 2, 3, 4, 5 and 6.

3.4.5 Suppliers who have been awarded lot 7 shall offer Goods and services in Lot 6 and may offer services in Lot 5 as appropriate.

3.4.6 For Lots 1, 2, 3, 4, and 7, suppliers shall deliver training in the use and maintenance of the Goods at the contracting authorities' premises and shall provide technical support services.

3.4.7 The value of each Lot, over the period of the Framework, is estimated to fall in the following ranges:

Lot	Estimated number of Fire and Rescue Authorities	Estimated quantity of items	Estimated range £ Excluding VAT	Framework value (Up to) including VAT
Lot 1	~ 18 - 27	~ 5,651 – 9,856	~ £26m - £34m	£43m
Lot 2	~ 15 - 24	~ 15,004 – 24,893	~ £17m - £23m	£28m
Lot 3	~ 14 - 23	~ 4,317 – 8,097	~ £12m - £16m	£22m
Lot 4	~ 14 - 23	~ 4,467 – 8,172	~ £15m - £23m	£29m
Lot 4 ECB		~ 836 – 1,456		
Lot 5	~ 18 - 27	~ 4,044 – 8,249	~ £8m - £21m	£26m
Lot 6	~ 18 - 27	Not quantified	~ £3m - £6m	£8m
Lot 7	~ 1 - 49	Not quantified	~ £2m - £4m	£6m

3.4.8 The estimated maximum value of the Framework, over its full 6-year term is £162,000,000 including rebate and VAT.

Estimated value figures have been calculated based on information obtained following a consultation with FRS only. This calculation includes all the FRS who have given indicative dates for replacement of their equipment as well as those FRS who are not yet committed, with the assumption that they purchase all equipment, accessories and options available to them. It assumes that some of the FRS who are not yet committed to undertaking a tender may bring forward their programme, for example, in order to collaborate with other FRS and it also assumes that all FRS who are eligible to use the Framework, will do so.

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- 3.4.9 Any indicative demand volumes are provided for information only and are in no way guaranteed.
- 3.4.10 It should be noted that there is no commitment or obligation for a contracting authority to place any Call-Off contracts through the Framework.
- 3.4.11 The award of a Call-off Contract does not confer exclusivity to a supplier.
- 3.4.12 Contracting authorities may determine, at their own discretion and at their own risk, to procure non-proprietary ancillaries (by way of example only and not inclusive or exclusive; log books, cylinder covers, carry bags etc.) from suppliers who are not party to the Framework.

3.5 Catalogues and catalogue technical refresh

- 3.5.1 Suppliers shall provide catalogues of Goods and services which meet the requirements for the lot or lots that they have bid for.
- 3.5.2 The catalogues of Goods and services accepted onto the Framework will be subject to periodic technical refresh.
- 3.5.3 Suppliers may request a technical refresh as and when such Goods are upgraded; enhanced; subject to technological improvement; tested; compliant with the relevant Standard and are commercially available for purchase on the open market.
- 3.5.4 Inclusion of Goods and services on the Framework for technical refresh will be by agreement of the Supervising Officer, which shall not be unreasonably withheld. Suppliers shall provide the Supervising Officer with a minimum of four (4) weeks' notice of a request for a technical refresh and provide updated pricing schedule, technical data sheets, copies of certification and any other relevant documentation required by the Supervising Officer at the time of request.
- 3.5.5 Contracting authorities shall only consider Goods and services where the Supervising Officer has confirmed that they have been accepted onto the Framework by the original deadline for responses stated in the further competition documentation or request for quotation. Any extensions to the deadline for responses shall not apply.

3.6 Access to Framework

- 3.6.1 The Framework will be available to the following contracting authorities:
 - All Fire and Rescue Services (FRS) within the United Kingdom (including those in Crown Dependencies) – See 3.6.2 for a list of these FRS's
<https://www.nationalfirechiefs.org.uk/Fire-and-Rescue-Services>
 - The Defence Fire Risk Management Organisation
<https://www.gov.uk/government/groups/defence-fire-risk-management-organisation>
 - The Home Office <https://www.gov.uk/government/organisations/home-office>
 - All Police Forces within the United Kingdom, Scotland and Northern Ireland
<http://www.police.uk/>

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<http://www.psnj.police.uk/>
<http://www.scottish.police.uk/>

- NHS Bodies England including Acute Trusts, Ambulance Trusts, Primary Care trusts, Care Trusts, NHS Hospital Trusts, Foundation Trusts, Strategic Health Authorities, Mental Health Trusts, Special Health Authorities, Community Health Councils, Local Health Boards, NHS Trusts, including Ambulance Trusts. (Links below making them 'easily identifiable')
<http://www.dh.gov.uk/en/Aboutus/OrganisationsthatworkwithDH/Armslengthbodies/Categorisationofarmslengthbodies/index.htm>
<https://www.england.nhs.uk/publication/nhs-provider-directory/>

Note: London Ambulance Service NHS Trust [Home - London Ambulance Service NHS Trust](#) may undertake a procurement to establish a Call-off contract for the supply of respiratory protective equipment for all UK Ambulance Trusts to access for National Ambulance Resilience Units (NARU).
- British Crown Dependencies including:
 - Channel Islands information at: [Fire & Rescue Service - States of Guernsey](#); [States of Jersey Fire and Rescue Service](#)
 - Isle of Man information at: [Isle of Man Government - Fire and Rescue Service](#)
- Public bodies including:
 - NHS Wales <http://www.wales.nhs.uk/ourservices/directory>
 - Northern Ireland Public Sector Bodies and Local Authorities <http://www.northernireland.gov.uk/az2.htm>
 - Highways Agency <http://highways.gov.uk>
 - UK Border Force <https://www.gov.uk/government/organisations/uk-border-agency>
 - MOD Police <http://www.mod.police.uk/>
 - Deputy Mayor for Policing & Crime in London – MOPAC [Mayor's Office for Policing and Crime \(MOPAC\) | London City Hall](#)
 - City of London Police [Home | City of London Police](#)
 - Greater Manchester Combined Authority [Home - Greater Manchester Combined Authority \(greatermanchester-ca.gov.uk\)](#)
 - British Transport Police [Home | British Transport Police \(btp.police.uk\)](#)
 - Civil Nuclear Constabulary Civil Nuclear Constabulary - GOV.UK (www.gov.uk)
 - HM Prison Service [HM Prison Service - GOV.UK](#)
 - Maritime and Coastguard Agency [Maritime and Coastguard Agency - GOV.UK](#)
- Nominated agents; suppliers or organisations, who are the acting agent responsible for, or manage procurement on behalf of any of the above-named contracting authorities will also have access to the Framework. This includes, by way of example only, Babcock International Group PLC as agent for London Fire Brigade and others.

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- 3.6.2 The FRSs within the United Kingdom are as follows:
<https://www.nationalfirechiefs.org.uk/Fire-and-Rescue-Services>

South Western Region Avon Cornwall Devon & Somerset Dorset & Wiltshire Gloucestershire Guernsey States of Jersey Fire and Rescue Service Isles of Scilly	South Eastern Region Buckinghamshire East Sussex Hampshire and Isle of Wight Kent Oxfordshire Royal Berkshire Surrey West Sussex
North Eastern Region Cleveland Durham Northumberland Tyne and Wear	Yorkshire & Humberside Region Humberside North Yorkshire South Yorkshire West Yorkshire
North Western Region Cheshire Cumbria Isle of Man Government - Fire and Rescue Service Lancashire Greater Manchester Merseyside	Eastern Region Bedfordshire Cambridgeshire Essex Hertfordshire Norfolk Suffolk
East Midlands Derbyshire Leicestershire Lincolnshire Nottinghamshire Northamptonshire	West Midlands Hereford and Worcester Shropshire Staffordshire Warwickshire West Midlands
Wales Mid and West Wales North Wales South Wales	London London Fire Brigade
Scotland Scottish Fire and Rescue Service	Northern Ireland Northern Ireland

- 3.6.3 It is possible that, during the life of the Framework, some of the Fire and Rescue Services listed in 3.6.2 will undergo a change of governance, for example by merging with other fire or police services or through the replacement of the governing Fire Authority with Police and Crime Commissioners. In this instance, the new formed Public Body shall still have access to the Framework.

3.7 Suppliers

- 3.7.1 Suppliers shall have the legal and financial capacity, relevant previous experience and the technical and professional ability to perform the contract.
- 3.7.2 Suppliers shall hold insurance cover to the following minimum levels:
- Public Liability: £5m
 - Products Liability: £10m
 - Employers Liability: £10m.

3.8 Price

Framework

- 3.8.1 Prices shall be fixed and firm for the first twelve months of the Framework. Prices shall be subject to review annually thereafter, in line with the Consumer Price Index and agreed between the Authority and the supplier.
- 3.8.2 Any request for increase in prices in the Framework shall be subject to three months' notice in writing, and a demonstration of additional costs incurred by the supplier. No price increase will be accepted unless agreed in writing by the Authority.
- 3.8.3 Prices tendered on the Framework shall be the maximum price that can be charged to contracting authorities. Suppliers may offer, at their discretion, a discount on the Framework pricing to contracting authorities when forming a Call-off Contract.

Call-off contract

- 3.8.4 Prices shall be fixed and firm for the first twelve months of any Call-off Contract. Prices shall be subject to review annually thereafter, in line with the Consumer Price Index and agreed between the contracting authority and the supplier.
- 3.8.5 Any request for increase in prices in the Call-off Contract shall be subject to three months' notice in writing, and a demonstration of additional costs incurred by the supplier. No price increase will be accepted unless agreed in writing by the contracting authority.
- 3.8.6 Costs of delivery and packaging, including Dangerous Goods Freight and Customs Handling fees shall be included in the price of the Goods and services.

3.9 Rebate

- 3.9.1 The National Fire Chief Council (NFCC) Council has agreed to the use of small levies by contracting authorities for national costs. The rebate will be used to cover the costs associated with running the procurement process and management of the Framework over its life.
- 3.9.2 The rebate applied will be 0.5% on all official purchase orders for goods or services raised by contracting authorities resulting from the Framework.
- 3.9.3 The percentage calculation will be calculated as
$$\text{Value of order net of VAT} / 100.5 \times 0.5$$
- 3.9.4 The level of the rebate will be fixed for the duration of the Framework.

- 3.9.5 Suppliers shall pass on the rebates quarterly, providing sufficient management information and evidence, as may be required by Devon and Somerset Fire and Rescue Service, to support the calculation.

3.10 Known risks

- 3.10.1 The following risks have been identified for use of a materialisation of a known risk justification in terms of framework value:
- a) Increase in value of the Framework e.g. increase in government funding
 - b) Imposed mandates from government regarding equipment specifications
 - c) Changes in legislation or Standards
 - d) Risk of access to and/or transport of raw materials and their availability
 - e) Pandemic
 - f) Political, social or economic impacts on markets affecting inflation, tariffs, exchange rates etc.
 - g) Technological advancements, by way of example and not limited to digital and data systems supporting breathing apparatus use and management including remote monitoring, asset management, breathing apparatus command; Cloud based systems; physiological monitoring.

3.11 Framework Modifications

- 3.11.1 The following modifications may take place during the life of the Framework
- a) Non-substantial
 - b) Provided for in the contract
 - c) Materialisation of a known risk – as detailed in section 3.10 of this document.
 - d) Unforeseeable circumstances
 - e) Additional goods or services.
- 3.11.2 If any of the framework modifications apply during the life of the Framework, the Authority will publish a Contract Change Notice.

3.12 Terms and Conditions

Framework

- 3.12.1 The Framework Terms and Conditions can be found in Schedule 2.

- 3.12.2 The Framework terms and conditions shall form the basis of the agreement between the Authority and the supplier. By submitting a response to this tender opportunity, suppliers are agreeing to be bound by the terms of this Framework without further negotiation or amendment if successful.

Call-off Contract

- 3.12.3 The terms and conditions which shall apply to subsequent Call-off Contracts are provided at Schedule 4b. By submitting a response to this tender opportunity, suppliers are agreeing to be bound by the terms of the Call-off Contracts without further negotiation or amendment if successful.

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- 3.12.4 If a supplier believes that the terms of the Framework or the Call-off Contract render the proposals in the supplier's response unworkable, the supplier shall submit a clarification through the "Correspondence" area on the e-tendering portal.
- 3.12.5 The Authority will consider any clarifications to determine whether any amendment to the Terms and Conditions of the Framework or Call-off Contract is required. Any amendments shall be published through the "Correspondence" area on the e-tendering portal and shall apply to all suppliers.
- 3.12.6 Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Suppliers will be required to indicate if they prefer the amendment; otherwise, the original drafting shall apply. Any amendments which are proposed but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms, leading to the disqualification of the suppliers' tender response.
- 3.12.7 Any amendments to the terms and conditions which are submitted with a suppliers' tender response will be rejected.

Section Four - The procurement process

- 4.1 The procurement documents which have been made available for this procurement process are:

Schedule 1	Detailed requirements
Schedule 2	Framework Terms and Conditions
Schedule 2a	Framework Key Performance Indicators
Schedule 3	Framework Award Form
Schedule 8	Framework assessment summary
Schedule 4a	Call-off Terms and Conditions
Schedule 4b	Call-off Order Form
Schedule 5	Procurement specific questionnaire
Schedule 6	Framework assessment questionnaire
Schedule 7	Conformity to Standards declaration
Schedule 9	Framework Form of Tender and Declarations
Schedule 10	Framework Pricing

Key	
	Framework Documentation
	Call-Off Contract Documentation
	Documents to be returned in Framework tender submission

- 4.2 All documents have been prepared to assist suppliers in deciding whether to participate and submit a tender in this Procurement process. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
- 4.3 All documents shall be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
- 4.4 The Authority reserves the right to issue updated versions of these documents to suppliers as and when the need arises, in order to reflect the corresponding stage of the Open Procedure, together with any changes to the Procurement or any other new information.
- 4.5 The Authority reserves the right:
- not to enter into an agreement/contract pursuant to the tender process with any supplier or at all;
 - at any time to vary, add to, delete, withdraw from, suspend or terminate the tender process, any part of the tender process and/or
 - to change the date of any event occurring on or forming part of the tender process.
- 4.6 The Authority may in its absolute discretion exclude any supplier from further involvement in the tender process that:
- fails to comply with any instruction, condition or requirement in the tender or breaches procedural requirements in the tender process.

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- b) is guilty of a material misrepresentation in supplying any information requested in these documents or otherwise in connection with the tender process.
- c) commits a breach of any undertakings made by the supplier in its response.
- d) if the supplier or any of its connected persons (e.g. directors or any other person who has powers of representation, decision or control of the supplier), associated persons and / or sub-contractors is found to be an excluded or excludable supplier, as defined in section 57 Procurement Act 2023.
- e) if the supplier (or any holding company of the supplier) goes into receivership, administration or liquidation (other than on a bona fide restructuring of its business), becomes insolvent or enters into any composition, scheme or arrangement with its creditors or ceases or threatens to cease to carry on its business or does or threatens to do any similar or analogous act in any jurisdiction.
- f) if the supplier (or a subcontractor to whom the supplier intends to sub-contract all or part of the contract) is not a UK or treaty state supplier.

4.7 In accordance with the Act, the Authority shall exclude any supplier from the tender process where:

- a) Improper behaviour (section 30 of the Act) by the supplier has taken place, which results in the supplier having an unfair advantage that cannot otherwise be avoided, e.g.
 - accessing confidential information,
 - unduly influencing the decision-making process,
 - failing to provide information or providing information that is incomplete, inaccurate or misleading
- b) Participation in pre-market engagement has put the supplier at an unfair advantage that cannot otherwise be avoided (section 16).
- c) There is a conflict of interest that puts a supplier at an unfair advantage that cannot otherwise be avoided, or the supplier refuses to take steps to avoid it (section 82).
- d) There is evidence of corruption or collusion between suppliers or between suppliers and contracting authorities (section 43(2)).

4.8 The Authority and/or their representatives shall at their discretion, and prior to acceptance of a Supplier, inspect the premises, facilities and procedures of the supplier if considered necessary.

4.9 Each supplier is responsible for ensuring that it is fully aware of all relevant statutory, regulatory and other requirements, guidance and codes of practice concerning or relevant to the specification / Statement of Requirements.

4.10 **Please read and ensure compliance with the Procurement terms and conditions contained in section ten of this document.**

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- 4.11 Common terms and expressions shall have the meanings ascribed to them in the glossary in section eleven of this document.
- 4.12 All references to a 'paragraph', 'schedule' are to a paragraph or schedule of this document unless otherwise stated.
- 4.13 All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

Section Five - Procurement timetable and Person responsible for the Tender

- 5.1 At the time of publication, the timetable for this Procurement is set out in the table below (the Procurement Timetable). The deadline for the submission of responses to the Authority is shown in bold.

Item No.	Action	Date (from)	Date (to)
1	Issue ITT	25/09/2025	
2	Closing date for supplier clarification questions	26/09/2025	29/10/2025
3	Closing date for issuing responses to supplier clarification questions	26/09/2025	31/10/2025
4	Deadline for Tender submissions	07/11/2025 10:00 hours GMT	
5	Assessment of tender submissions	10/11/2025	02/12/2025
6	Issue Assessment Summaries to suppliers	~03/12/2025	
7	Issue Contract Award Notice on Central Digital Platform	~08/12/2025	
8	Mandatory standstill period	~09/12/2025	18/12/2025
9	Finalise contract with successful supplier(s)	~16/01/2026	
10	Framework start date	~01/03/2026	
11	Issue Contract Details Notice on Central Digital Platform	~ 03/03/2026	

- 5.2 The person responsible for this Procurement is the following Procurement Representative:

Louise Doherty
 Category Manager – Operational Equipment
 Devon and Somerset Fire and Rescue Service
 Service Headquarters
 The Knowle
 Clyst St George
 Exeter, Devon
 EX3 0NW

Email: ldoherty@dsfire.gov.uk

- 5.3 All correspondence in relation to this Procurement shall be made with the Procurement Representative, through the e-tendering portal.

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- 5.4 Suppliers shall not communicate, other than to the Person Responsible for the tender as identified in section 5.2, the financial details of the tender submission to anyone outside of the suppliers' organisation, save that such details may be shared with the suppliers' legal or insurance advisors provided that they are informed of the confidential nature of the information before it is shared.

Section Six – Responding to this opportunity

6.1 E-tendering Portal

- 6.1.1 The Authority has provided the tender documentation through the e-tendering portal.
- 6.1.2 All Tenders shall be submitted electronically through the Authority's e-tendering portal by the [Deadline for Tender Submissions](#). It is the suppliers responsibility to ensure it is [familiar with the e-tendering portal](#) and submit their Tender to ensure arrival by the closing date and time stipulated. Suppliers shall ensure they have selected the 'submit return' button to ensure the response is submitted. For the avoidance of doubt, tender submissions made by any other method will not be accepted.
- 6.1.3 Once you have submitted your tender the system will show you a receipt of your Return Submission and the status at the bottom of the tender submission will change to Return Submitted. The Authority recommends keeping a copy of the Return Receipt as evidence of submission. If the system does not show this return receipt, please contact the e-tendering portal [technical support team](#).
- 6.1.4 If after selecting "submit return" you choose to modify your submission any previous submission will be withdrawn. It is the supplier(s) responsibility to ensure submission is successful and in full.
- 6.1.5 Once the Deadline for Tender Submissions has passed, the e-tendering portal will automatically lock ensuring no late submission can be made and the supplier will not be able to modify any documents submitted or submit any further documentation.
- 6.1.6 If you experience any problems with the e-tendering portal, please contact the e-tendering portal [technical support team](#) and inform the [Procurement Representative](#). Please note that except for a clear technical problem within the e-tendering portal, which could prevent a timely submission, other requests to extend the closing date and time may not be considered.
- 6.1.7 Suppliers are advised not to leave submitting their response until the last day when traffic through the e-tendering portal may peak. This will not be considered as grounds to extend the closing date and time.
- 6.1.8 Please note that all activities through the e-tendering portal are audited with date and time.

6.2 Document Submission

- 6.2.1 In order to submit a compliant tender submission, suppliers need to complete, upload and submit the following documents to the e-tendering portal by the Deadline for Tender Submissions:

- Procurement Specific Questionnaire (PSQ)
- Framework Assessment Questions
- Conformity to Standards declaration
- Framework Form of Tender / declarations
- Framework Pricing

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- 6.2.2 It is the responsibility of the supplier to ensure that all the documents listed above have been submitted on time and are complete in all respects. Failure to submit all completed documents by the Deadline for Tender Submissions through the e-tendering portal may result in the submission being rejected.

6.3 Responding to a tender

- 6.3.1 Tender submissions shall be in English.
- 6.3.2 Text-based information, including diagrams and tables, shall be Arial minimum font size 11.
- 6.3.3 Please keep responses to questions concise.
- 6.3.4 Where questions requiring a YES / NO response cannot be answered fully, please provide a relevant explanation in an additional document uploaded with your response or raise a [clarification question](#).
- 6.3.5 Do not embed attachments within your response to a question. You shall cross-reference attachments accordingly and provide as a separate document with your tender submission where instructed.
- 6.3.6 Where a tender question requires the supplier to self-certify, the supplier shall be prepared to provide documentation when required by the Authority, as advised within the tender question.
- 6.3.7 Any supporting documentation submitted by the supplier in support of their Tender shall be named appropriately using the tender question number and referenced within the response to that tender question. The document name shall not exceed fifty-five (55) characters, including spaces. If the supporting document is not referenced within the response to that tender question, it will not be considered as part of the assessment of the response to that tender question.
- 6.3.8 Suppliers shall complete and submit all tender information in the format that it has been supplied (such as Word, PDF and Excel) without changing, locking or restructuring any of the documents. Suppliers should note that recreating these documents in their corporate format could result in an error or omission, which may result in elimination from the process due to an incomplete Tender. The Framework Pricing shall be submitted in Excel format and may be submitted in a PDF version for your own security.
- 6.3.9 Links or references to websites shall not be provided as an answer in response to any tender question.
- 6.3.10 Please note that additional documentation should not be submitted unless specifically requested and this includes marketing material or brochures. Such unrequested documents will be disregarded. Where any specific documentation is required, it will be clearly stated within the tender question. Where you are required to include additional documentation to support an answer this should be clearly referenced in your response. Failure to reference additional documentation clearly may result in the information being disregarded.
- 6.3.11 Where a question is not relevant to the supplier, the supplier shall confirm this in their response with an explanation as to why this is the case.

- 6.3.12 Where any information supplied as part of the tender becomes inaccurate or significantly changes after the submission the supplier shall notify the Authority as soon as possible, together with a full explanation of the changes and reasons for the changes. The Authority may decide that the supplier should not participate further in this procurement as a result of any such change in information.

6.4 Use of Artificial Intelligence

- 6.4.1 Artificial Intelligence (AI) systems, tools and products are starting to be used for tender submission writing to improve efficiency; however, this is introducing an increased risk of misleading statements through 'hallucination'.
- 6.4.2 The use of AI to write a tender submission for the Framework is permitted, however you shall answer the questions within DS504-25 Form of Tender and Declarations that cover use of AI, in what capacity AI was used, and confirmation of the answers being checked and verified.
- 6.4.3 The use of AI, data protection and confidentiality shall be considered before using AI to write a tender submission.
- 6.4.4 The Authority will not use AI to assess any tender submissions for the Framework.
- 6.4.5 For further competitions, the contracting authorities are responsible for determining if tender submissions with AI are accepted and/or to confirm if the contracting authority is using AI to evaluate the tender submissions. It is not the responsibility of the Framework Owners.

Section Seven - Requests for clarification

- 7.1 Any requests for clarification relating to the Procurement shall be submitted through the e-tendering portal, no later than the deadline in the [Procurement Timetable](#) to allow the Authority sufficient time to respond prior to the [Deadline for Tender Submissions](#).
- 7.2 The Authority reserves the right not to answer any requests for clarification:
- submitted after the deadline set out in the [Procurement Timetable](#)
 - submitted through any means other than the e-tendering portal
 - where it considers that the answer to that request may prejudice the Authority's commercial interests.
- 7.3 Suppliers shall not contact the Authority or any of its officers, employees or advisors or any third party connected to the Authority or the advisors in relation to the procurement outside this clarification process without the prior written permission of the Procurement Representative.
- 7.4 The Authority will log all clarification questions received. Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other suppliers (without reference to the identity of the supplier which submitted the clarification question) through the e-tendering portal, the clarification question raised and the Authority's response, with the exception of those deemed confidential as provided below.
- 7.5 If a supplier considers that its request for clarification should be treated as confidential and not disclosed to other suppliers, it shall communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential and will provide an opportunity for the supplier to withdraw such aspects of the request for clarification.
- 7.6 In such circumstances, the supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.
- 7.7 It is the responsibility of each supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any supplier's failure to keep abreast of clarifications issued.

Section Eight - The assessment process, award criteria, and assessment methodology

8.1 Assessment Process

- 8.1.1 The assessment process will identify suppliers who are suitable for inclusion on the Framework and who are capable of providing Goods and Services to contracting authorities that meet the detailed requirements.
- 8.1.2 The assessment process is as follows:

Compliance Check First, we will complete a compliance check to verify that the submission is complete and compliant with the Authority's instructions in the invitation (section 6.2) and continue if compliant
Step 1: Conditions of Participation / Procurement Specific Questionnaire We will review the responses you have provided to the Procurement Specific Questionnaire including your supplier information provided to the Central Digital Platform and continue to step 2 if assessed as compliant
Step 2: Technical merit and quality assessment We will assess your responses to the technical merit and quality questions. The assessment will operate a process through consensus.
Step 3: After-sales services and customer support assessment We will assess your responses to the after-sales services and customer support questions. The assessment will operate a process through consensus.
Step 4: Social Value Assessment We will assess your social value response. The assessment will operate a process through consensus.
Step 5: Price Assessment We will assess your responses to the price questions. The assessment will operate a process through consensus.
Step 6: Overall pass Suppliers who have passed all the assessment criteria will be awarded a place on the Framework under the respective lot
Step 7: Due Diligence The Authority will undertake final due diligence checks in accordance with section 8.5.
Step 8: Assessment summaries Prior to publishing the contract award notice, all suppliers who submitted an assessed tender will be provided with an assessment summary. This will include details of your assessment and the winning suppliers' assessment along with the justification for the scores against the award criteria. All suppliers will receive their assessment summary through the e-tendering portal.

Step 9: Award and standstill period

The Authority will then publish the Contract Award Notice through the Central Digital Platform notifying the intention to award to the successful supplier(s) which will also commence the 8-day standstill period.

- 8.1.3 Suppliers will be notified the outcome of the Procurement process in accordance with the above steps.
- 8.1.4 A copy of the Framework Assessment Summary with the marking guidelines is included as Schedule 11 in the tender documentation.
- 8.1.5 During the standstill period, the successful supplier(s) shall submit supporting documentation as requested by the Procurement Representative including but not limited to; copies of independent product certification and /or self-declarations of conformity with test data; technical data sheets; equality and diversity policy; Disaster recovery and Business Continuity Plan (redacted); risk assessments and any other pertinent information.
- Evidence of insurance shall be presented to the Procurement Representative prior to the commencement of the Framework.
- Failure to present the required documents may result in delays to the supplier being included on the Framework.
- 8.1.6 Please note, upon award, the contract shall include additional schedules e.g. Invitation to Tender and Response, Tender Clarifications etc. and the supporting documentation.

8.2 Conditions of Participation

- 8.2.1 The Assessment Panel will assess the supplier information provided through the Procurement Specific Questionnaire (PSQ).
- 8.2.2 The Authority will review your response to Part 1 and Part 2A of the PSQ. This requires submission of basic supplier information, economic and financial standing information, connected persons information and exclusion grounds information for you and your Associated Persons (that being those who you are relying on to meet the Conditions of Participation which are outlined in Part 3 of the PSQ). Part 1 and Part 2A information will either be provided as a share code for the Central Digital Platform or a PDF download. The review will also include a check of the Debarment List.
- 8.2.3 Ground for Mandatory Exclusion
- 8.2.3.1 If a Mandatory exclusion ground applies to a supplier(s) or an associated person this will result in a failed assessment and the tender response will be deemed non-compliant. No further assessment of the tender response will be undertaken.
- 8.2.3.2 If a supplier(s) wishes to self-declare that an exclusion ground applies they shall provide the following details:
- Which exclusion ground applies
 - Whether it applies to the supplier, an associated or a connected person
 - A copy of the recorded decision i.e. conviction event
 - Any relevant self-cleaning evidence.

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8.2.3.3 To prove “self-cleaning” a response supplier(s) will need to provide sufficient evidence, to the satisfaction of the Authority in each case, which summarises the circumstances and any remedial action that has taken place to subsequently and effectively “self-clean” the situation referred to in that question.

8.2.4 Ground Discretionary Exclusion

8.2.4.1 If a Discretionary Exclusion ground applies, the Authority will evaluate the self-cleaning statement, other evidence and mitigations provided before making a decision on whether to exclude a supplier.

8.2.4.2 If the evaluation of the self-cleaning statement and other evidence and mitigations results in a failed assessment, the suppliers’ response will be deemed non-compliant, and no further assessment of the response will be undertaken.

8.2.4.3 The Authority is also entitled to exclude a supplier in the event that they are guilty of serious misrepresentation in any provided information referred to within Regulations 57 (8) of the Act or they fail to provide any such information required by the Authority.

8.2.5 The Authority will review your response to Part 2B of the PSQ. If any intended sub-contractor is on the Debarment List, the supplier will be required to replace the intended sub-contractor with an alternative sub-contractor or provide evidence of the sub-contractors self-cleaning. The Authority will consider any self-cleaning evidence, and its decision will be final.

8.2.6 The Authority will review the suppliers’ response to Part 3 of the PSQ, the Conditions of Participation. The supplier and its Associated Person(s) (where they are being relied upon) shall satisfy the Conditions of Participation in order to participate in the Procurement and be awarded onto the Framework.

8.2.7 The following assessment criteria will be applied to Conditions of Participation:

Assessment	Assessment Criteria
Preliminary questions	Pass/Fail
Part 1 – confirmation of core supplier information	Pass/Fail
Part 2 – additional exclusion information	Pass/Fail
Part 3 – conditions of participation including: <u>Financial capacity</u> <ul style="list-style-type: none">Financial checksGuarantorInsurance <u>Legal capacity</u> <ul style="list-style-type: none">GDPR <u>Technical capacity</u> <ul style="list-style-type: none">Relevant experience and contract examplesExperience of sub-contractor managementOrganisational standardsHealth and safetyBusiness Continuity	Pass/Fail

<ul style="list-style-type: none">• Data Security• Modern slavery	
Confirmations	Pass/Fail

8.3 Award Criteria

8.3.1 The award criteria for this Procurement are as follows:

Award Criteria	Weightings
Technical Merit and Quality: tender response	Pass / Fail
After-sales services and support	Pass / Fail
Social value	Pass / Fail
Price	Pass / Fail

8.3.2 The scoring matrix set out below for pass/fail criteria:

Marking Scheme	Description
Pass	The response provided meets the requirement.
Fail	The response provided does not meet the requirement.

8.3.3 For the avoidance of doubt, a 'fail' against any mandatory pass/fail question will result in a failed bid and exclusion from the Framework. Note: Clarification may be considered where errors are minor and obvious and any exclusion must be proportionate and justified.

8.4 Assessment methodology

8.4.1 This Assessment methodology covers the following:

- Technical Merit and Quality
- After-sales services and support
- Social value
- Price

Note: Technical merit and quality functional assessment of the products will be undertaken by contracting authorities during further competition tender processes.

8.4.2 Suppliers shall provide a response to all questions in the Framework Assessment Questions document and this document shall be uploaded as part of your tender submission. Where indicated, responses shall be provided in clearly marked attachments.

8.4.3 For each question, we have provided:

- Assessment summary, including marking guidelines

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- Identification of a minimum acceptable response.

8.4.4 Please be aware that failure to pass a pass/fail quality question will eliminate your organisations tender from further consideration and assessment by the Authority.

8.5 Due Diligence

8.5.1 The Authority will undertake final due diligence checks, which may include but not be limited to:

- Credit and Risk Report produced by the Authority's provider, CreditSafe
- Enforcement Notice checks through the Health and Safety Executive website
- Additional financial checks (if required).

8.5.2 The Authority reserves the right to carry out a site visit of any supplier. If required, the site visit can be carried out anytime during the procurement process or during the life of the Framework.

8.5.3 The purpose of the site visit carried out during the procurement process is to verify information provided within a part or parts of the suppliers' tender submission. We reserve the right to review and reduce the score awarded to those elements. This may change the original score awarded to a supplier and could result in the pass threshold no longer being achieved. Scores shall not increase as a result of carrying out an optional site visit.

8.6 Overall Pass

8.6.1 Suppliers who have passed Award Criteria for each lot will be awarded a place on the Framework under the respective lot.

Section Nine – Procedure for Call-Off Contracts

9.1 Procedure

- 9.1.1 The contracting authorities shall follow the ordering procedure outlined in Appendix 1 to procure goods and/or services from the Framework.

9.2 Call-off Contract

- 9.2.1 The contracting authorities shall prepare a Call-Off Contract using Schedule 4b Order Form and stipulate the term and volume.

- 1.1.1 All Call-Off Contracts shall commence during the term of the Framework but may conclude after its expiry.

The Start date (commencement date) of the Call-off Contract shall be the date of signing Schedule 4b. The expiry date of each Call-Off Contract shall be calculated from the delivery date of the Goods supplied. This enables for the terms of the Call-off Contract to apply through the implementation stage before equipment 'go-live'.

Call-off contract expiry dates can take into consideration the operational life of the Goods procured. For example, for breathing apparatus with an expected operational life of 10 years extendable by 2 years, then the Call-Off Contract could have a 10-year term with options to extend for a further two years after date of delivery. If supporting services are required, the expiry date should reflect when obligations to provide these Services cease.

- 9.2.2 The contracting authorities shall be responsible for reviewing the information available on the Framework and for ensuring that any subsequent Call-Off Contract is awarded in compliance with the Act.

9.3 Award criteria

- 9.3.1 The award criteria shall form the basis of any Call-Off Contract formed through the Framework. The criteria for further competitions are contained in Appendix 1.

9.4 Pricing

- 9.4.1 Pricing shall be requested as part of the Further Competition to form a Call-Off Contract.

9.5 Site visits

- 9.5.1 The contracting authorities may carry out site visits as part of their procedure to form a Call-Off Contract.

- 9.6 The contracting authorities may need to carry out site visits at any point during the term of the Framework and/or Call-Off Contracts.

9.7 Call-off Contract Terms and Conditions

- 9.7.1 The Call-off Contract Terms and Conditions can be found in Schedule 4a.

- 9.7.2 By submitting a Response to Tender, suppliers are assumed to accept, in full, the Call-off Contract terms and conditions and any Special Conditions, and to be fully compliant with all requirements of this Procurement Process.

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- 9.7.3 The Call-Off Contract terms and conditions shall form the basis of any Call-Off Contracts formed between a contracting authority and the supplier. By submitting a response to this tender opportunity, suppliers are agreeing to be bound by the terms of this Contract without further negotiation or amendment if successful.
- 9.7.4 Any amendments to the terms and conditions which are submitted with a supplier's tender submission could be rejected.

Section Ten - Procurement terms and conditions

10.1 Procedural requirements

- 10.1.1 This document together with all other associated documents provided to suppliers in connection with this Procurement contain procedural requirements which suppliers shall follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the supplier from the Procurement at the Authority's sole discretion.

10.2 Central Digital Platform

- 10.2.1 Suppliers that wish to participate in this Procurement are responsible for ensuring that they are registered on the Central Digital Platform and that it contains complete, accurate and up-to-date information about their organisation and any Associated suppliers and Connected Persons which are relevant for the purposes of this Procurement. Suppliers shall notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information through the Central Digital Platform. The Central Digital Platform is located at <https://www.find-tender.service.gov.uk/Search>.

10.3 Transparency

- 10.3.1 Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
- 10.3.2 Where required, the Authority will disclose on a confidential basis any information it receives from suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the supplier's submission. In providing such information the supplier consents to such disclosure.

10.4 Modifying the Procurement

- 10.4.1 Neither the Tender Notice, this document or any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.
- 10.4.2 The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract or lot as a result of this Procurement. Any decision by the Authority not to award a lot does not prevent the Authority from awarding the remaining lots.
- 10.4.3 Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with

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this Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.

10.4.4 The Authority reserves the right at any time:

- a) to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Framework terms and conditions contained in Schedule 2
- b) to alter the Procurement Timetable for this Procurement including the right to award different lots at different times
- c) prior to the closing date of this tender, to alter weightings and/or marking guidelines of the award criteria.
- d) to require a supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a supplier to respond adequately may result in their tender submission being rejected
- e) to rewind and re-run any part of the Procurement on the same or alternative basis

10.4.5 In respect of items 10.4.4 (a), (b) and (c), any amendments, modifications, alterations, or additional documents, will be notified to suppliers simultaneously through the e-tendering portal Clarification area.

10.5 Disclaimer

- 10.5.1 While the information contained in the Procurement is believed to be correct at the time of issue, neither the Authority nor its advisors will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.
- 10.5.2 This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this Procurement and in respect of any other written or oral communication transmitted (or otherwise made available) to any supplier. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
- 10.5.3 If a supplier proposes to enter into a Contract with the Authority, it shall rely on its own enquiries and on the terms and conditions set out in the Contract (as and when finally executed), subject to the limitations and restrictions specified in it.
- 10.5.4 Neither the issue of this Procurement, nor any of the information presented in it including volumes or contract value, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.
- 10.5.5 No responsibility is accepted by the Authority for any pre-contractual representations made by it or on its behalf.
- 10.5.6 The Authority are not bound to accept the lowest or any Tender and reserves the right to accept any Tender either in whole or in part or parts.

10.6 Confidentiality and publicity

- 10.6.1 Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to suppliers during the Procurement) is made available on the condition that it is treated as

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confidential information by the supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.

- 10.6.2 Suppliers shall not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, suppliers are required to detail the proposed media coverage including format and content of any publicity.
- 10.6.3 The Authority may disclose with other public sector contracting authorities any of the supplier's information/documentation (including any that the supplier considers to be confidential and/or commercially sensitive) submitted by the supplier to the Authority during this Procurement. The information will not be disclosed outside of the public sector. Suppliers taking part in this procurement consent to these terms as part of the procurement process.

10.7 Non-disclosure agreement

- 10.7.1 A non-disclosure agreement is not required for this procurement.

10.8 Freedom of information and environmental information

- 10.8.1 The Authority is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA or the EIR.
- 10.8.2 In respect of any information submitted by a supplier that it considers to be commercially sensitive, the supplier should:
- clearly identify which information is considered commercially sensitive and complete the table contained within Schedule 9 Framework Form of Tender and declarations
 - explain the potential implications of disclosure of such information
 - provide an estimate of the period of time for which the supplier considers that such information will remain commercially sensitive
- 10.8.3 The Authority will endeavour to:
- hold all confidential information submitted by a supplier that it identifies as being commercially sensitive (subject to clause 10.6.3)
 - consult with a supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.
- 10.8.4 Suppliers should note that claiming blanket confidentiality of information provided in their tender breaches current government guidelines and will not be accepted, potentially rendering the entire tender disclosable.
- 10.8.5 Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in

response to a request. Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

10.9 Tender Submission Retention

- 10.9.1 All supplier tender submissions including but not limited to any documents, clarifications, samples, media etc. will be kept in line with the Authority's retention policy for audit purposes. After this time, they will be disposed of in a secure manner.

10.10 Requirements on sub-contractors and consortium

- 10.10.1 If requested to do so by the Authority, a supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the supplier's exclusion from the Procurement.
- 10.10.2 The supplier shall inform the Authority of any changes to the sub-contractor and/or consortium members during the Procurement to ensure that any of the conditions of participation relied upon by the parties continue to be satisfied. If the replacement sub-contractor or the consortium members fail to satisfy the conditions of participation this may result in the supplier's exclusion from the Procurement.

10.11 Parent company guarantee or other securities

- 10.11.1 The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should the supplier be successful in this Procurement. If required, the Authority will provide a draft guarantee.
- 10.11.2 Where the supplier's parent company is incorporated outside the United Kingdom, the Authority will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the supplier's own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.
- 10.11.3 Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the supplier's exclusion from the Procurement.

10.12 Non-collusion, non-canvassing

- 10.12.1 Any attempt by a supplier or their advisers to influence the Procurement in any way may result in the exclusion of the supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a supplier may attract.
- 10.12.2 Specifically, suppliers shall not directly or indirectly at any time:
- a) devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance

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- b) enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission
 - c) enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
 - d) canvass any employees, members or agents of the Authority in relation to this Procurement
 - e) attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another supplier or submission
 - f) carry out any other co-operation or collusion with another supplier or any other person which the Authority considers capable of undermining fair competition
- 10.12.3 Suppliers are required to complete and return Schedule 12 Framework Form of Tender and Declarations, including the Certificate of non-collusion and non-canvassing, noting that the Authority will be entitled to rely on the information provided in the declaration.

10.13 Conflicts of interest

- 10.13.1 Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist and/or an unfair advantage exists between themselves (in this context this includes but is not limited to any consortium member, subcontractor and/or advisers of the same) and the Authority or its advisers. Suppliers shall notify the Authority immediately of any actual, potential or perceived conflict of interest.
- 10.13.2 The suppliers shall contact the Authority as soon as possible using the e-tendering portal Correspondence area, should it have any concerns regarding actual, potential or perceived conflicts of interest.
- 10.13.3 In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
- a) exclude any supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
 - b) request further information from any supplier and require any supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the supplier being excluded from participating in, or progressing as part of, the Procurement process

10.14 Conflict assessments

- 10.14.1 The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

10.15 Intellectual property

- 10.15.1 Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this

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Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement shall be returned or destroyed on demand, without any copies being retained by suppliers.

10.16 Anti-competitive behaviour

- 10.16.1 Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from suppliers that their arrangements are not anti-competitive and reserves the right to require any supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
- 10.16.2 Any evidence of anti-competitive behaviour may result in a supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
- 10.16.3 Suppliers should note that anti-competitive behaviour may result in the supplier being excluded from tendering for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the supplier may also be excluded from tendering for contracts under Schedule 6, paragraph 41 and may be added to the Debarment list and/or be liable for civil and/or criminal penalties.

10.17 Contract

- 10.17.1 A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a supplier shall only have contractual effect when it is contained within an executed written contract.
- 10.17.2 The supplier's tender submission shall remain valid for acceptance for a period of 120 days from the date of its submission or until any procurement challenge/s have been resolved.

10.18 Supplier withdrawal from the Procurement

Withdrawal before Deadline for Tender Submission

- 10.18.1 Suppliers may withdraw from the Procurement at any time before the Deadline for Tender Submission. suppliers may provide notification of withdrawal through the Authority's e-tendering portal either through the opt-out button or by sending a message through the Correspondence area.

Withdrawal after tender submission before receipt of Assessment Summaries

- 10.18.2 If suppliers wish to withdraw from the Procurement after submission of their tender, they shall notify the Authority as soon as possible and prior to the Authority issuing the Assessment Summaries.

10.19 Modifying your Tender submission

- 10.19.1 Suppliers may modify their submitted tender prior to the Deadline for Tender submissions. The Authority will not open Tenders until after the Deadline for Tender submissions has passed.

10.20 Supplier eligibility

- 10.20.1 Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
- 10.20.2 The Authority reserves the right to require any supplier to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) in relation to the economic and financial standing of the supplier prior to the notification of the award decision and/or the award of the contract.
- 10.20.3 The Authority shall be notified promptly in writing, through the Correspondence area on the e-tendering portal, of any changes in the information that the supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated suppliers) at any point before the entry into the Contract. The Authority can then assess whether the supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the supplier concerned from the Procurement.

10.21 Supplier warranties

- 10.21.1 In responding to this Procurement, the supplier warrants, represents and undertakes to the Authority that:
- a) it understands and has complied with the conditions set out in this document
 - b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document
 - c) it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)
 - d) it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority
- 10.21.2 Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
- a) the Authority may exclude the supplier from participating in this Procurement

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- b) the supplier may be excluded from submitting a Tender for contracts under Schedule 7, Paragraph 13 of the Act
- c) the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the supplier for damage
- d) if fraud or fraudulent intent can be proved, the supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the supplier may be excluded from tendering for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the Debarment list.

10.22 Third parties

- 10.22.1 Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

10.23 Applicable law

- 10.23.1 The law of England is applicable to this Procurement.
- 10.23.2 Suppliers shall agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

Section Eleven – Glossary

Defined term	Definition
the Act	means the Procurement Act 2023.
AI	means Artificial Intelligence
Associated suppliers	means a supplier who is associated with another supplier if either (a) the suppliers are submitting a tender together, or (b) the Authority is satisfied that the suppliers will enter legally binding arrangements to the effect that the supplier will sub-contract the performance of all or part of the Contract to the other, or the other supplier will guarantee the performance of all or part of the Contract by the supplier (as set out in section 22(9) of the Procurement Act 2023).
Authority	means Devon and Somerset Fire and Rescue Authority which is the body corporate constituted in accordance with the Devon and Somerset Fire and Rescue Authority (Combination Scheme) Order 2006 for the purposes of discharging fire and rescue authority functions for the combined areas.
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Contract	means the contract to be entered into by the Authority with the successful supplier.
Debarment List	A published and centrally managed list by Ministers, of suppliers whose past behaviour or circumstances mean that it is not, or may not be, allowed to participate in covered procurements or be awarded public contracts.
EIR	means the Environmental Information Regulations 2004.
e-tendering portal	means the In-tend e-tendering portal used by the Authority for the purposes of this Procurement and which can be accessed here: https://sell2.in-tend.co.uk/blpd/dashboard Contract information for the technical support team for the e-tendering portal is: support@in-tend.co.uk or 0845 557 8607
FOIA	means the Freedom of Information Act 2000.
FRS	Fire and Rescue Service

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Defined term	Definition
ITT	means the Authority's invitation to suppliers for formal tenders to supply it with the goods/services/works. The Invitation to Tender shall be incorporated into and form part of this Contract.
Key Performance Indicators or KPIs	means the key performance indicators (KPIs) set out in Schedule 4.
Procurement	This Open Procedure procurement process.
Procurement Representative	means the single point of contact for suppliers with the Authority for this Procurement process.
Procurement Timetable	The timetable for this Procurement as set out in this document.
Service Levels	means the service credits set out in Appendix 1 under Schedule 3 Performance Management.
Shall	shall has the same meaning as must
Supplier or suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement
Tender	shall mean a submission by the supplier in response to this invitation to tender by the Deadline for Tender submissions.
Tender Notice	means the tender notice with reference [insert reference] published on 24 September 2025 on the Central Digital Platform

Appendix 1 Call-off Contract - Ordering Procedure guidance

1.1 Introduction

Commented [LM1]: Why does this start at 1.2?

- 1.1.1 Contracting authorities are responsible for reviewing the information available on the Framework and for ensuring that any subsequent Call-off Contract is awarded in compliance with the Procurement Act 2023 or as is relevant to their geographical jurisdiction.
- 1.1.2 Contracting authorities shall follow these ordering procedures to source Goods and/or Services from the Framework Contract.
- 1.1.3 Contracting authorities may
- either*
- a) award a public contract without competition, if the Framework sets out
- i. the core terms of the public contract, and
 - ii. an objective mechanism for supplier selection.
- or*
- b) undertake a further competition process between the suppliers
- in accordance with the ordering procedures outlined below.
- 1.1.4 Award of a public contract without competition and further competitions processes shall be based on the same terms as applied for the award of the Framework and, where necessary, more precisely formulated terms. Under no circumstances shall Call-Off contracts formed under the Framework entail substantial modifications to the Terms laid down in this Framework.
- 1.1.5 Further competition exercises, including practical functionality assessment, may be undertaken collaboratively between one or more contracting authorities to reduce or share resources necessary to undertake the further competition process and to seek opportunities for price discounts through leveraging economies of scale.
- 1.1.6 Where a contracting authority has outsourced its procurement function or management of its assets to a third party, the supplier shall co-operate with such third party as if that third party was the contracting authority. Such co-operation shall include but is not limited to co-operation in respect of the:
- Tender process / award of contract
 - the Ordering Procedure; and
 - performance and management of any resulting Call-Off Contract.
- 1.1.7 Contracting authorities will be responsible for issuing Official Purchase Orders and for paying resulting invoices. Liability for any default in respect of payment shall rest with the defaulting contracting authority and not with the Authority.

1.2 Preparing for the procurement process

- 1.2.1 Contracting authorities shall review the information available on the Framework and, taking into account the provisions of the Procurement Act 2023, consider the route to market, determining whether the award of a public contract without competition would be legally compliant or whether a further competition procedure shall be undertaken.
- 1.2.2 Suppliers have provided catalogues of Goods and services which have been accepted onto the Framework and which will be subject to periodic technical refresh. Suppliers may request a technical refresh as and when such Goods are upgraded; enhanced; subject to technological improvement; tested; compliant with the relevant Standard and are commercially available for purchase on the open market.
- 1.2.3 Inclusion of Goods and services on the Framework for technical refresh will be by agreement of the Supervising Officer, which shall not be unreasonably withheld. Suppliers shall provide the Supervising Officer with a minimum of four (4) weeks' notice of a request for a technical refresh and provide updated pricing schedule, technical data sheets, copies of certification and any other relevant documentation required by the Supervising Officer at the time of request.
- 1.2.4 Contracting authorities shall only consider Goods and services where the Supervising Officer has confirmed that they have been accepted onto the Framework by the original deadline for responses stated in the further competition documentation or request for quotation. Any extensions to the deadline for responses shall not apply.
- 1.2.5 In reviewing the route to market contracting authorities should
 - a) identify the remaining operational life in the elements of their existing respiratory protective equipment and date(s) for replacement
 - b) identify when the full ensemble of respiratory protective equipment needs to be replaced and endeavour to harmonise expiry dates of elements of the ensemble to avoid deliberate or inadvertent disaggregation of requirements
 - c) consider availability of budgets and resources
 - d) identify key stakeholders, undertake Conflicts of Interest declarations and Conflicts of Interest assessment
 - e) review the detailed requirements in Schedule 1 of the Framework
 - f) consider requirements specific to the contracting authority
 - g) review all of the supplier's tender responses to the Framework
 - h) utilise the templates provided with the Framework.

Award of a public contract without competition

1.2.6 Where a contracting authority can determine that

- a) their requirements can be met by the Goods and/or Services set out in Framework and
- b) only one supplier can be clearly identified who can meet their requirements and
- c) all of the terms of the proposed contract are laid down in the Framework and the Call-Off Contract do not require amendment or any supplementary terms and conditions

then the contracting authority may consider awarding a public contract without competition.

1.2.7 Examples of when award of a public contract without competition may be considered could include

- a) provision of maintenance services for existing equipment where only the original equipment manufacturer can supply
- b) provision of parts, spares and consumables for existing equipment where only the original equipment manufacturer can supply
- c) replacement of a small quantity of items of equipment due to loss, damage or beyond economic repair where only the original equipment manufacturer can supply for compatibility
- d) addition of a module (integrated communications or telemetry) to existing self-contained breathing apparatus where no modification is required to the existing equipment where only the original equipment manufacturer can supply for compatibility and doing so does not deliberately or inadvertently result in disaggregation of requirements
- e) purchase of additional equipment to augment existing stocks (commonly: face masks, cylinders, accessories, half-masks) where only the original equipment manufacturer can supply for compatibility.

1.2.8 The contracting authority shall be responsible for ensuring that any award of a public contract without competition does not contravene the provisions of the Procurement Act 2023.

1.2.9 Following award, the contracting authority shall:

- a) complete Schedule 4b Order form with the supplier
- b) issue a Contract Award Notice
- c) inform the Framework owner of the details of the contract
- d) ensure that all purchase orders reference the Framework.

1.3 Further Competition Procedure

- 1.3.1 Further competition processes shall be undertaken in accordance with the procedure outlined below, wherever more than one supplier is potentially capable of meeting the contracting authority's requirements.
- 1.3.2 Further competition processes shall be based on the same terms as applied for the award of the Framework.
- 1.3.3 All terms relating to the Award criteria may be reopened.
- 1.3.4 Contracting authorities may revise the proportionate weightings between criteria to reflect their individual priorities and drivers, within the following ranges:

Award criteria	Weightings
Price - cost effectiveness (including whole life costs) ***	0% - 100%
Technical Merit and Quality (assessment of tender response)	0% - 100%
Technical Merit and Quality (compatibility, performance and functionality through practical functionality assessment)	0% - 100%
After-sales services and support	0% - 100%
Social value	0% - 100%

*** Contracting Authorities may, optionally, calculate the final score on a price per quality point basis.

- 1.3.5 In the evaluation of Technical Merit and Quality contracting authorities shall undertake a practical assessment of the Goods to assess functionality, performance and user experience and to ensure compatibility with their existing equipment, Personal Protective Equipment and vehicle stowage. Suppliers are required to support this element of the evaluation.
- 1.3.6 A contracting authority undertaking a Further Competition should
- explore opportunities for collaboration with other contracting authorities
 - undertake formal preliminary market engagement with the suppliers to better understand the market and technological developments that have taken place since the contracting authority last replaced respiratory protective equipment. Preliminary market engagement should include face-to-face presentations for each supplier. Further guidance on preliminary market engagement is provided with the Framework.
 - use the learning from the preliminary market engagement to inform the scope, value and route of the procurement process and to refine the contracting authority local detailed requirements
 - draft the tender documentation using templates provided with the Framework
 - contracting authority requirements shall cross-reference the Framework detailed requirements and include any local requirements which are not already covered by the Framework or the Standards
 - assessment questions (these should not repeat the Framework questions but only clarify Framework responses where these relate to contracting authority local requirements not otherwise answered in the Framework)
 - award criteria (all terms relating to the Award criteria may be reopened)

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- iv. assessment summary and marking guidelines using templates provided with the Framework
 - v. functional assessment using the templates provided with the Framework
 - vi. pricing schedule using the templates provided with the Framework
 - e) it is best practise to share the draft tender documents with the suppliers allowing them time for review and comment prior to issuing a tender
 - f) finalise the tender documentation, following consultation with the suppliers
 - g) invite the suppliers to submit a tender in writing, electronically, for each specific contract to be awarded
 - i. set a time limit for the receipt of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders (a minimum 25 days)
 - ii. keep each tender confidential until the time limit set out above has expired
 - h) assess the tender responses and undertake the functional assessment applying award criteria to the suppliers' compliant tenders submitted through the further competition as the basis of its decision to award a Call-Off Contract for its Goods and services requirements to the supplier who offered the most advantageous tender using the assessment summary template
 - i) contracting authorities may elect to undertake further financial assessments of the suppliers to satisfy their own internal policies and procedures (note: information is available from the Framework manager who monitors the suppliers on an on-going basis)
 - j) provide the successful supplier with a copy of their assessment summary and provide the unsuccessful suppliers with a copy of their assessment summary and that of successful supplier in accordance with PA23 Clauses 50 and 51
 - k) award the contract subject to completion of the eight working days stand-still period without challenge from an unsuccessful supplier.
- 1.3.7 Following award, the contracting authority shall:
- a) complete Schedule 4b Order form with the successful supplier
 - b) issue a Contract Award Notice
 - c) Inform the Framework owner of the details of the contract
 - d) ensure that all purchase orders reference the Framework.
- 1.3.8 Conflicts of Interest declarations and Conflicts of Interest assessment shall be regularly reviewed and updated during the tender process from commencement of the project through drafting, preliminary market engagement to award and thereafter to contract management.
- 1.3.9 Examples of when a further competition should be considered and undertaken include:
- a) full replacement of self-contained breathing apparatus and ancillaries

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- b) addition of a module, for example integrated communications or telemetry, to existing self-contained breathing apparatus where modifications are required to the existing equipment
- c) replacement of other respiratory protective equipment such as negative pressure facemasks.

The above list is given by way of example only and is not exhaustive.

1.3.10 The contracting authority shall be responsible for ensuring that any award of a public contract does not contravene the provisions of the Procurement Act 2023.

1.4 Collaboration

1.4.1 Contracting authorities should seek opportunities for collaboration.

1.4.2 Collaboration may include

- a) sharing learning and technical expertise and/or
- b) sharing resources and/or
- c) undertaking a procurement process in conjunction with a number of contracting authorities and/or
- d) harmonising technical requirements between collaborating contracting authorities.

1.4.3 Collaboration can lead to

- a) reduction in resources required from each contracting authority to undertake a procurement process
- b) well defined and understood requirements
- c) economies of scale.

1.4.4 Each contracting authority is responsible for concluding their individual Call-off contract and issuing official purchase orders.

1.4.5 The tender should harmonise the requirements and assessment process as far as practicable whilst allowing for individual contracting authority requirements to be understood and assessed.

1.4.6 The tender shall specify whether the collaborating contracting authorities are seeking to award Call-off contracts to a single supplier or whether Call-off contracts may be awarded to different suppliers for each contracting authority, depending on the results of the assessment which take into consideration local requirements.

1.5 Suppliers' obligations

- 1.5.1 Suppliers shall provide the contracting authority in writing, by the deadline specified by the contracting authority, with either:
- a) a statement to the effect that it does not wish to tender in relation to the relevant Goods and services requirements, providing an explanation as to the reason for declining to bid; or
 - b) full details of its tender made in respect of the relevant Goods and services requirements. In the event that the supplier submits a tender, it shall include, as a minimum:
 - i. a written response subject line to comprise unique reference number and suppliers name, so as to clearly identify the supplier
 - ii. a proposal covering the Goods and Services requirements.
- 1.5.2 The suppliers shall ensure that any prices submitted in relation to a further competition shall be based on the Framework Pricing Schedule and shall take into account any discount to which the contracting authority may be entitled as set out in Pricing Schedule. The tendered price shall not exceed the Framework price.
- 1.5.3 The supplier agrees that:
- (a) all tenders submitted by the supplier in relation to a further competition held pursuant to this paragraph shall remain open for acceptance by the contracting authority for a minimum of ninety (90) Working Days (or such other period specified in the invitation to tender issued by the contracting authority and
 - (b) all tenders submitted by the supplier are made and will be made in good faith and that the supplier has not fixed or adjusted (and will not fix or adjust) the amount of the offer by or in accordance with any agreement or arrangement with any other person. The supplier shall certify that it has not and undertakes that it will not:
 - i. communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the offer; and
 - ii. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.
- 1.5.4 Suppliers shall inform the Framework supervisor of all contracts awarded, with details of products, quantities and prices.

1.6 Abnormally low tenders

- 1.6.1 In accordance with the Act Clause 19 (3) (c), contracting authorities may reject any tenders submitted by suppliers that are considered abnormally low. Circumstances for such rejection are outlined within the Procurement Act 2023 clauses 19 (3), 19 (4) and 19 (5).

1.7 No Award

- 1.7.1 Notwithstanding the fact that the contracting authority has followed a procedure as set out above, the contracting authority shall be entitled at all times to decline to make an award for its Goods and Services requirements. Nothing in this Framework shall oblige any contracting authority to place any Order for any Goods and Services.

1.8 Responsibility for Awards

- 1.8.1 The supplier acknowledges that each contracting authority is independently responsible for the conduct of its award of Call-Off Contracts under this Framework Agreement and that Devon and Somerset Fire and Rescue Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

- (a) the conduct of contracting authorities in relation to this Framework; or
- (b) the performance or non-performance of any Call-Off Contract between the supplier and contracting authorities entered into pursuant to this Framework.

1.9 Order form, contract period and Official purchase orders

- 1.9.1 Contracting authorities shall award a Call-Off Contract to the supplier by sending (by post or electronically) a signed Schedule 4b Order Form to the supplier.
- 1.9.2 The supplier shall sign and return the Order Form to the contracting authority agreeing to supply the Goods and Services in accordance with the Order. The fully signed Order Form shall form the legally binding Call-Off Contract.
- 1.9.3 The Call-off Contract shall commence during the period of the Framework but may expire after the Framework.

The commencement date of the Call-off Contract shall be the date of signing Schedule 4b. The expiry date of each Call-Off Contract shall be calculated from the delivery date of the Goods supplied. This enables for the terms of the Call-off Contract to apply through the implementation stage before equipment 'go-live'.

Call-off contract expiry dates can take into consideration the operational life of the Goods procured. For example, for breathing apparatus with an expected operational life of 10 years extendable by 2 years, then the Call-Off Contract could have a 10-year term with options to extend for a further two years after date of delivery. If supporting services are required, the expiry date should reflect when obligations to provide these Services cease.

- 1.9.4 Each contracting authority shall provide the supplier with Official Purchase Orders which:
- state that the Goods and Services are to be supplied in accordance with the Framework DS504-25
 - state the Goods and Services requirements
 - state the charges payable for the Goods and Services
 - state the delivery location and date
 - incorporates the Terms and Conditions of the Call-Off Contract and Framework.