Invitation to Tender (ITT)

Title: Bradford Fire Station Refurbishment

Tender Ref: WYFRS2081

(please quote this reference on all correspondence)

Issued by: West Yorkshire Fire & Rescue Authority (WYFRA)

Principle Address: FSHQ, Birkenshaw, Bradford, BD11 2DY

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Introduction and Invitation

## 1.1 Who we are

[West Yorkshire Fire and Rescue Service](https://www.wyfs.co.uk/) (WYFRS) is ranked as the top fire and rescue authority in the Yorkshire and Humberside region and serves a population of more than two million people spread over almost 800 square miles.

Emergency cover is provided 24-hours a day, 365 days a year. All 999 calls are received by a central control room and appliances are mobilised from 40 fire stations. Each front-line fire appliance is equipped with state-of-the-art rescue equipment and a fleet of specialist back-up appliances are utilised. Firefighters are trained to deal with a range of emergencies, including but not limited to road, rail or air crashes, flood incidents, chemical spills and terrorist attacks.

WYFRS headquarters site has recently undergone a full redevelopment. The site will be fully operational by Spring 2025.

## 1.2 Our Responsibilities

WYFRS’s activities are governed by the Home Office and West Yorkshire Fire and Rescue Authority ([WYFRA](https://www.wyfs.co.uk/fire-authority)). Our legislative responsibilities are set out in the [Fire and Rescue Services Act 2004](https://www.legislation.gov.uk/ukpga/2004/21/contents) and the [Fire and Rescue Framework for England](https://www.gov.uk/government/publications/fire-and-rescue-national-framework-for-england--2).

WYFRS is committed to inclusive working practices. If any of the information provided is unclear or not fully accessible, please [get in touch with us](mailto:Tenders@westyorksfire.gov.uk) and we will do what we can to assist. In the event of onsite tender presentations, please let us know if any of the attendees require an adjustment. Any information will be kept in confidence and there is no requirement to disclose any specific disability or condition.

## 1.3 Our Ambition

Making West Yorkshire Safer is the ambition of WYFRS and our priorities to achieve this are below.

* Provide a safe, effective and resilient response to local and national emergencies.
* Focus our activities on reducing risk and vulnerability.
* Enhance the health, safety, and well-being of our people.
* Work with partners and communities to deliver our services.
* Use resources in an innovative, sustainable, and efficient manner to maximise value for money.
* Further develop a culture of excellence, equality, learning, and inclusion.

## 1.4 Social Value

WYFRS are committed to being socially responsible and to influence organisations we work with to do the same. In accordance with the Social Value Act 2012, we consider social value in our decisions about how we spend resources and in addition we want to ensure that Suppliers we work with have the potential to make a major contribution to delivering social value, particularly in the region of West Yorkshire.

1.5 Living Wage Employer

WYFRS is a Real Living Wage employer. This means:

* We are committed to paying all employees at least the Real Living Wage.
* We ensure that all temporary workers engaged directly by WYFRS are paid at least the Real Living Wage.
* We ensure that we engage with Suppliers to encourage them, as far as possible, to also pay at least the Real Living Wage to people regularly working to deliver our contracts.

For the purposes of this contract, we expect all the companies tendering to commit to pay their employees working on this contract at least the Real Living Wage.

## 1.6 Clean Air Zone

Please note from the 26th of September 2022 [Clean Air Zones](https://bradford.gov.uk/breathe-better-bradford/where-is-the-clean-air-zone/where-is-the-clean-air-zone/) are applicable in the Bradford area and are designed to improve air quality in areas where it is high and where poor air quality is impacting the most on people’s health. Please ensure all pricing takes this into account.

# 2. Overview of Requirements

## 2.1 Objective / Scope of this Contract

WYFRS would like to invite contractors to submit a tender for the refurbishment of Bradford Fire Station, which is located at Green Lane, Yeadon, Leeds, LS19 7BY. The refurbishment works comprise internal refurbishment works to the WC areas and Dormitories. A detailed scope of works can be found within the tender package.

## 2.2 Technical Requirements

## 2.3 Contract Term

The contract will be in place for a period of 1 Year.

## 2.4 Minimum Standards Applicable to this Contract

In order to be considered for this contract, bidders must meet the following minimum standards. (Insurance cover must be in place at contract commencement).

* Professional Indemnity Insurance - £2m
* Employee Liability Insurance - £10m
* Public Liability Insurance - £5m
* NICEIC (National Inspection Council for Electrical Installation Contracting) Accredited
* Gas Safe Registered

Upon award of contract, the successful Supplier will be required to sign the award letter confirming the relevant insurance cover is in place. If the awarded supplier is new to the Authority, a robust supplier set up process will be undertaken, aligned with our antifraud and corruption requirements. A supplier set up form will need to be completed and returned. WYFRS requires a bank statement to accompany the completed supplier set up form to validate the details submitted.

The successful bidder must accept that they may be obliged to agree to a data sharing agreement when sharing files. The file sharing platform WYFRS uses is Microsoft TEAMS.

## 2.5 Indicative Timetable

It is intended that the procurement process will follow the timetable outlined below, which is provided for indicative purposes only; WYFRS reserve the right to amend dates but will endeavour to keep changes to a minimum.

|  |  |
| --- | --- |
| **Stage or Activity** | **Dates** |
| Publication of Opportunity | 30/04/25 |
| Last Date for Clarification Questions | 28/05/25 |
| Site Visits (Mandatory) | 06/05/2025, 07/05/2025 & 12/05/2025 |
| Closing Date | 02/06/25 |
| Evaluation completed by | 26/06/25 |
| Selection of Preferred Bidder | 03/07/25 |
| Standstill Period ends | 15/07/25 |
| Contract Start Date | 21/07/25 |

### 2.6 Inspection of the sites and documentation

During the tender period the Contractor shall be deemed to have inspected the sites and local conditions and examined the form of contract, term and conditions, specification, general conditions, schedules, building plans, related documents etc.

**Site visits are mandatory**. Bidders that do not attend one of the site visits set out below will be deemed non-compliant and their bid will not be evaluated.

Site visits will be held at Bradford Fire Station on 06/05/25, 07/05/25 and 12/05/25.

Timeslots will be available for each site between 9.30am and 1pm. Please request time slots electronically, via the E-Procurement system to confirm preferred date and time. Maximum 2 attendees per supplier. Please provide names and contact details when booking your slot.

The reason for any site visit shall be for viewing purposes only and no details of the tender shall be divulged by PS or any WYFRS Employees.

If all information required cannot be obtained from this inspection and examination, then any request for further information and clarification shall be made to PS via the e-procurement system prior to the submission of the tender and at least 5 Working Days prior to final tender submission date.

The Contractor must make whatever investigations/enquiries it deems necessary to ensure a fully inclusive tender capable of fulfilling the specified requirements. Accordingly, the Contractor has deemed knowledge of the site conditions and all the tender documents and any claim by the Contractor arising from any lack of knowledge in this respect will not be considered.

# 3. Instructions and Conditions for Tendering

## 3.1 Definitions

“Authority” means the public sector contracting Authority, or anyone acting on behalf of the contracting Authority, that is seeking to invite suitable Suppliers to participate in this procurement process.

“You”/ “Your” “Bidder” or “Supplier” means the body submitting a response i.e., the legal entity responsible for the information provided. The ‘Supplier’ is intended to cover any economic operator as defined by the Procurement Act 2023 and Procurement Regulations 2024 and could be a registered company, charitable organisation, Voluntary Community and Social Enterprise (VCSE), Special Purpose Vehicle, or other form of entity.

## 3.2 Submitting a response

Please ensure that all questions are completed in full and all requested information is provided in the format requested. Failure to do so may result in your submission being rejected.

Please note, bidders must upload and submit all required documents to the E-Procurement system before the stated tender deadline date / time. Failure to complete the submission within the deadline will result in rejection of the bid.

The Authority will not accept submissions outside of the E-Procurement system.

Bidders must submit all documents as per [section 3.2.1](#_3.2.1_Checklist_for) of the ITT. All documents submitted as part of your tender response must be submitted separately and not as one document.

Bidders should allow plenty of time (suggested at least 2 hours before the deadline) to upload bids and the required documents. Please do not simply submit policies or procedural documents in answer to any Quality Question. Substantiating evidence to any Quality Question is permitted but should be minimal and appended to your submission clearly labelled in reference to the appropriate Quality Question.

Guidance notes for each quality question are provided within the Quality Questionnaire to assist bidders to respond to accordingly. These guidance notes provide advice as to the minimum response required.

Where any quality question refers to ‘or equivalent’, bidders are required to detail the equivalence.

Bidders must 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 questions or the Pricing Schedule. Bidders should note that recreating these questions in their corporate format could result in an error or omission, which may result in elimination from the process and deemed an incomplete Tender.

Bidders must provide a Share Code for the CDP (Central Digital Platform) or downloaded version of the information as part of their bid (please refer to the Quality Questionnaire).

## 3.2.1 Checklist for Bidders

Bidders should submit the following documents before the stated deadline.

* ITT (**signed Schedule 4 of this document**)
* Completed Quality Questionnaire Appendix 2
* Completed Schedule of Works Appendix 3

## 3.3 Terms and Conditions of Contract

The contract shall be awarded under:

NEC3 Engineering and Construction Short Contract Appendix 4a

## 3.4 Confidentiality

This tender opportunity is made available on condition that its contents (including the fact that the bidder has received it) is kept confidential by the bidder and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the bidder to submit a tender response.

## 3.5 Freedom of Information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’) and/or Environmental Information Regulations (2004) (the EIR), all information submitted to the Authority may in theory be disclosed in response to a request made pursuant to the FoIA or EIR. In respect of any information submitted by a bidder that it considers being commercially sensitive, the bidder should provide the relevant information in Schedule 3 of this document, including:

* clearly identifying such information as commercially sensitive.
* explaining the potential implications of disclosure of such information. and
* provide an estimate of the period of time during which the bidder believes that such information will remain commercially sensitive.

WYFRS will endeavour to maintain confidentiality by assessing whether it is appropriate to apply the various exemptions available in the FoIA or EIR. Bidders should note, however, that, even where information is identified as commercially sensitive, WYFRS may be required to disclose such information in accordance with the FoIA or EIR. Accordingly, no guarantee is given that any information marked ‘commercially sensitive’ will not be disclosed.

## 3.6 Supplier Clarifications and Questions

Any clarification questions regarding this tender or the procurement process must be submitted electronically, via the E-Procurement system and before the clarification deadline stated in section 2.5 above.

The Authority will respond to all clarification questions as soon as possible and to ensure equal treatment, responses to clarification questions may be shared with all bidders invited to submit a response (unless clearly of a Supplier specific nature which is deemed commercially sensitive).

## 3.7 Costs for Submitting a Bid

Bidders are solely responsible for all costs and expenses incurred in the preparation and submission of tender responses and future stages of the procurement process. WYFRS or any of its advisors will not be liable for any costs or expenses borne by the bidder or its associated relevant organisations or any of its advisors in this process whether the bidder is successful or otherwise.

## 3.8 Disregarding Bids

The Procurement Act 2023 and the Procurement Regulations 2024 allow contracting Authorities to disregard tender submissions from a bidder/Supplier that is an [excluded or excludable](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html#meaning-of-excluded-supplier-and-excludable-supplier) Supplier. [Debarment](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-procure-phase/guidance-exclusions-html#what-is-the-significance-of-debarment) is a new mechanism under which a Minister of the Crown can put a Supplier on the centrally published debarment list if the Minister is satisfied that a Supplier is an excluded Supplier or an excludable Supplier. The list will be managed by the Procurement Review Unit (PRU) and published on gov.uk. The debarment list will be checked by WYFRS when undertaking covered procurement.

Where a Supplier is on the debarment list, WYFRS will or may exclude that Supplier from the procurement process, depending on whether the exclusion ground for which the Supplier has been put on the debarment list is mandatory or discretionary.

## 3.9 Authority’s Rights

The Authority reserves the right to:

* Cancel this procurement at any time and not proceed with the award of any Contract at any stage of the procurement process.
* Amend the requirements and/or tender timetable of this tender opportunity prior to the response deadline. All bidders will be informed accordingly. This may include extending the response deadline at the Authority’s discretion.
* Seek clarification or documents in respect of a bidder’s submission.
* Disqualify any bidder that does not submit a compliant tender in accordance with the instructions in this tender.
* Disqualify any bidder that is guilty of serious misrepresentation in relation to its submission, expression of interest or the tender process.
* Withdraw this tender opportunity at any time, or re-invite bidders on the same or an alternative basis.
* In the event that the winning bidder is unable to fulfil its obligations at award stage, choose to award the Contract to the 2nd highest scoring bidder.

WYFRS may, at its absolute discretion, exclude any bidder from further involvement in the tender process that:

a) fails to comply with any instruction, condition or requirement or breaches procedural requirements in the tender process.

b) is guilty of a material misrepresentation in supplying any information requested in these documents or otherwise in connection with this tender opportunity.

c) commits a breach of any undertakings made by the bidder in its response.

d) if the bidder or any of its connected persons (e.g. directors or any other person who has powers of representation, decision or control of the bidder), 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 bidder (or any holding company of the bidder) 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) submits what WYFRS consider to be an abnormally low-priced tender (in relation to performing the full requirements of the contract) and is unable to satisfactorily demonstrate their ability to perform the contract cost submitted.

g) if the bidder (or a subcontractor to who the bidder intends to sub-contract of all or part of the contract) is not a UK or treaty state supplier.

In accordance with the Procurement Act 2023 (the Act), WYFRS must exclude any bidder from the tender process where:

a) improper behaviour (section 30 of the Act) by the bidder has taken place, which results in the bidder 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 bidder at an unfair advantage that cannot otherwise be avoided (Section 16 of the Act).

c) there is a conflict of interest that puts a Supplier at an unfair advantage that cannot otherwise be avoided, or the bidder refuses to take steps to avoid it (Section 82 of the Act).

d) there is evidence of corruption or collusion between bidders or between bidders and contracting authorities (Section 43(2) of the Act).

# 4. Evaluation Criteria

## 4.1 Compliance Checks

Please complete the Procurement Specific Questionnaire (PSQ) - Appendix 1. Part of the compliance checking process will determine that all elements within the PSQ are appropriately responded to. The Authority reserves the right, having considered all the relevant circumstances, to exclude a Supplier from the selection process if minimum requirements are not adequately met and/or mandatory information is not provided.

The E-Procurement system will log all bidder submissions upon receipt. Late submissions will not be considered unless caused by exceptional circumstances outside the control of the bidder.

All responses will be checked to ensure that all questions have been answered and that all documents requested have been provided. In the event that a Supplier is unable to provide a positive response to any of the questions, or a suitably detailed reason as to why a positive response cannot be given, the Authority may either exclude the Supplier from further participation in the selection process or, at its discretion, may seek clarification. In the case of the latter, a failure by a Supplier to provide a satisfactory response within the deadline specified in the request for clarification may result in exclusion from the selection process.

Bidders must ensure they are registered on the Central Digital Platform (CDP). All Supplier information required within the CDP must be up to date and accurate. Bidders are required to complete their Supplier Information via the Government Central Digital Platform (CDP). Information provided to the CDP can then be shared as part of your submission. Bidders will need to share information via the CDP to the E-Procurement system by a) Providing a share code or b) downloading a copy of the Supplier information and attaching it as a document as part of the submission. Failure to provide Supplier information via the CDP will result in the tender being non-compliant.

## 4.2 Scored Criteria

Bidders should note that questions may have a word limit, and this is specified where applicable against each question. Any information provided that is in excess of the stated word limit will not be evaluated.

Responses must be relevant and specific to the requirements of this contract. Please do not include marketing material or policies as a response to any question, unless requested to do so. If marketing material or policies are submitted to substantiate any response, please provide the applicable page number and paragraph reference. Appendices attached to your submission should be minimal.

WYFRS may consider the legal, financial and technical ability/capacity of bidders to perform the Contract. WYFRS utilises a credit check system and adverse results will be investigated and may result in the bidder not being award a Contract.

# 5. Evaluation Process

## 5.1 Scoring Quality

The evaluation panel will assess all admissible tenders and score them using a scale between 0 and 5 per question as detailed below;

|  |  |  |
| --- | --- | --- |
| **Score** | **Score Standards** | **Specification** |
| 5 | Excellent | A thorough, detailed and considered response which has covered all the areas of the question with high level, relevant and detailed information, backed up with clear evidence demonstrating a coherent and robust understanding of the service requirements with no areas of concern. |
| 4 | Good | A detailed and considered response which has covered most of the remit of the question with relevant and detailed information, backed up with evidence demonstrating a good understanding of the service requirements with limited areas of concern. |
| 3 | Satisfactory | A satisfactory response which addresses the minimum requirements but lacks detail, including some information and evidence that does not demonstrate a full understanding of the service requirements or provides adequate confidence that the requirements can be delivered. |
| 2 | Poor | Response provides limited information which has failed to address many of areas of the question and lacks detail, clarity, information and evidence regarding many areas of the question, demonstrating a poor understanding of the service requirements. |
| 1 | Very Poor | Response provides a very limited description which has failed to answer most of areas of the question with little detail, clarity, information and evidence regarding most areas of the question and has not demonstrated any understanding of the service requirements. |
| 0 | Unacceptable | An explanation or response is not provided and/or does not relate to the question asked. |

Please note that the Authority reserves the right to reject a bid where several questions are awarded a score below 3 – Satisfactory. Please note that guidance notes for each question are provided as to the minimum requirement. The Authority may pose clarification questions to the bidder in order to assist the evaluation process. Any such clarifications will be sent via the Authority’s E-Procurement system and as such bidders are advised to monitor the system on a regular basis.

## 5.2 Moderation

Following evaluation panel scoring, a moderation process will take place in which each evaluator’s score is compared with the scores of the other evaluators and a consensus view taken to agree the scores to be awarded for Quality.

## 5.3 Quality & Price

The most advantageous tender will be determined by:

Quality 60% - Cost 40%

## 5.4 Selection of Preferred Bidder

The most advantageous tender will identify the “preferred bidder” and all bidders taking part in the process will be notified and debriefed in writing as appropriate regarding the outcome of the process via the Assessment Summary.

## 5.6 Scored Example

The following example is provided for information purposes only to demonstrate how the scoring methodology will be undertaken if Quality 60% and Cost 40% award criteria was applied.

Quality scored - each question is worth a maximum of 5 points. Totals questions = 6 so a max score of 30 points available and 60% award criteria applied.

Cost evaluation – lowest price submitted applies 40% award criteria and all other submissions are scored pro-rata (i.e., lowest bid divided by other bid multiplied by award criteria %).

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Bidder Number | Points | Quality (60%) | Cost £ | Cost (40%) | Total | Preferred Bidder Position |
| Bidder 1 | 30 | 60.00 | £100,000 | 38.40 | 98.40 | 1 |
| Bidder 2 | 25 | 50.00 | £98,000 | 39.18 | 89.18 | 3 |
| Bidder 3 | 20 | 40.00 | £96,000 | 40.00 | 80.00 | 4 |
| Bidder 4 | 30 | 60.00 | £110,000 | 34.91 | 94.91 | 2 |
| Bidder 5 | 0 | 0 |  |  |  | Non-Compliant |

Bidder 5 failed to satisfy the Compliance Checks and their bid was therefore deemed non-compliant and not evaluated further. Bidder 1 offers the most advantageous tender.

Schedule 1 - Form of Tender

|  |  |
| --- | --- |
| **Name of Supplier** | **Correspondence Address** |
|  |  |

To: West Yorkshire Fire & Rescue Service (“The Authority”)

I/We, the undersigned, hereby offer and undertake to carry out all aspects of the requirement required in the execution of the above-mentioned Contract, in accordance with the Specification and all Tender documentation for the sum of cell B15 from the Schedule of Works that will form the total contract value:

|  |  |
| --- | --- |
| **Cost £ (Sterling)** | **Cost confirmed in words** |
|  |  |

1. The Supplier in submitting this tender response warrants to the Authority that;

1. This tender response, if accepted shall constitute part of a binding Contract.
2. The Supplier agrees to deliver the Contract on being notified of the acceptance in whole or in part as stated in the Contract Terms and Conditions which have been fully examined.
3. The Supplier understands that the submitted tender response will form part of the Contract on successful award.
4. The Supplier understands that the Authority is not bound to accept any tender response and that the Authority will not be responsible for any expense incurred in preparing responses.
5. The Supplier accepts that all information supplied by the Authority in connection with the tender shall be treated as confidential.
6. All information, representations and other matters of fact communicated to the Authority by the Supplier, its employees and other persons in connection with this tender response are true, complete and accurate in all respects.
7. The Supplier has not submitted this tender response in reliance upon any representation or statement (whether made orally, in writing or otherwise), which may have been made by or on behalf of the Authority other than the Contract.
8. The Supplier has satisfied itself before submitting this tender response as to the accuracy and sufficiency of the rates and prices stated in the response, which rates and prices shall cover all the Supplier’s obligations contained or referred to in the Contract and has obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the cost of delivering the Contract.

I/We understand that the Authority reserves the right to accept or refuse this tender response whether it is lower, the same or higher than any other response, or for any other reason and that this tender response shall remain valid to the Authority and will not be withdrawn by you for a period of 90 days from the closing date for submission of tenders.

Additional transparency requirements may apply to providing certain information relating to an awarded Contract, based on the nature and value of the Contract, as set out in the Procurement Act 2023, the Procurement Regulations 2024 and as updated and/or amended by any future legislation made under the Procurement Act. Bidders must provide all required information to enable WYFRS to meet these obligations.

* The requirement to publish details of contract performance (in accordance with section 71 of the Act).
* The requirement to publish details of contract payments above £30,000 (in accordance with Section 70 of the Act).
* The requirement to publish payment performance information (in accordance with Section 69 of the Act).

# Schedule 2 - Non-Collusive Tender and Declaration of Interest

I/We certify that we have submitted a bona fide tender response and that we will not fix or adjust the cost in accordance with any agreement or arrangement with any other person. We also certify that we will not at any time before the hour and date specified for the return of the tender responses;

1. communicate to any person the cost of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender.
2. enter into any agreement or arrangement with any other person, whether that s/he shall refrain from quoting on this or any other contract, or as to the amount of any tender to be submitted or any other reason amounting to price-fixing or membership of a cartel.
3. offer to pay or give or agree to pay or give any sum of money or any consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for this or any other contract or any act or thing of the sort described above.
4. In this declaration, the word ‘person’ includes any persons or anybody or association, corporate or incorporate, and any agreement or arrangement includes any such transaction, formal or informal, whether legally binding or not.

In this context the word “person” includes any persons, association, corporate or non-corporate but shall not include any proposed sub-contractor or agent and “any agreement or arrangement” includes such transaction, formal or informal, and whether legally binding or not.

Declaration of Interest (If not applicable, please write N/A for the below 3 questions).

|  |  |
| --- | --- |
| **For each of the following, please state whether yourself, other Directors, Partners, or any staff have been or are currently:** | **Bidder’s Answer** |
| Employed by West Yorkshire Fire & Rescue Authority | Yes / No  If yes, please provide additional details within this box |
| A Councillor of the West Yorkshire Fire & Rescue Authority or Kirklees Metropolitan Borough Council | Yes / No  If yes, please provide additional details within this box |
| In any actual or perceived conflict of interest that may arise as a result of participating in this procurement process | Yes / No  If yes, please provide additional details within this box |

# Schedule 3 - Commercially Sensitive Information

I/We declare that I/We wish the following information to be designated as Commercially Sensitive and be appended as a Schedule to the Contract.

|  |
| --- |
| **Element(s) considered Commercially Sensitive (Please list below or state N/A)** |
|  |

The reason(s) it is considered that this information should be exempt under Freedom of Information Act 2000 is:

|  |
| --- |
| **Reasons for exemption (Please list below or state N/A)** |
|  |

The period of time for which it is considered this information should be exempt is:

|  |
| --- |
| **Period of exemption (Please choose accordingly below or state N/A)** |
| until award of contract  OR  during the period of the contract  OR  for a period of [Number] years until [Month], [Year]]. |

# Schedule 4 - Signatures

Contract For: WYFRS2081 – Bradford Fire Station Refurbishment

I/We, the undersigned, have read and agreed to all the declarations in Schedules 1, 2 and 3 contained within this document, namely:

Schedule 1 – Form of Tender.

Schedule 2 - Non-collusive Quotation and Declaration of Interest.

Schedule 3 - Commercially Sensitive Information.

**Signed By the Bidder (Authorised Person)**

|  |  |
| --- | --- |
| Signature |  |
| Printed Name |  |
| Role in organisation |  |
| Date |  |

# 

# Commonly Used Terms

|  |  |
| --- | --- |
| Award Criteria | Means the criteria set out in this document in section 5.3 |
| Associated Person | Means a person that the Supplier is relying on in order to satisfy the Conditions of Participation. |
| Bidder(s) | Means any organisation(s) invited by WYFRS to submit a tender response |
| Central Digital Platform | Means the enhancement of the existing Find a Tender service |
| Conditions of Participation | Under the Procurement Act 23, a condition of participation is a condition to ensure that Suppliers have the legal and financial capacity or technical ability to perform the contract. |
| Connected Person | Means a legal person within the meaning given in sections 993 and 994, Income Tax Act 2007; and sections 1122 and 1123, Corporation Tax Act 2010 |
| Debarment List | A list of Suppliers who, following investigation, have been debarred from taking part in public procurements due to an exclusion ground. |
| EIR | Means the Environmental Information Regulations 2004 as amended from time to time. |
| FOIA | Means the Freedom of Information Act 2000 as amended from time to time. |
| Framework | Means the “Framework” is a Contract between a Contracting Authority and one or more Suppliers that provided for the future award of Call-Off Contracts by a Contracting Authority. |
| Highest Scoring Bidder | Bidders with the highest scores following the Assessment Process. |
| ITT | Means Invitation to Tender |
| Procurement Rules | Means the Procurement Act 2023 |
| Sub-contractors | Means a third party organisation the bidder intends to form a Contract with to deliver all or part of the Contract. |
| Supplier Information | Means the information that bidders must provide via the CDP as part of their tender response. |
| Requirements | Means the goods, services, works, supplies and/or any associated specifications, objectives and outputs, as detailed in the ITT Statement of Requirements or other ITT documents. |
| Tender | Means any Tender submitted by a bidder in response to this ITT |
| Tender Process | Means the tender process for the awarding a Contract commencing with the publication of a Tender Notice on the CDP and concluding with the conclusion of the Contract with the successful bidder(s). |
| Tender Return Date | Means the date set out in the Invitation to Tender timetable. |