



**DEVON &
SOMERSET**
FIRE & RESCUE SERVICE

Invitation to Tender (Open Framework)

(Procurement Act 2023)

NFCC Emergency Response Vehicle Framework

DS478-24

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Section One - Introduction

- 1.1 Devon and Somerset Fire and Rescue Authority (the Authority) is seeking to award an Open Framework for the provision of Emergency Response Vehicles on behalf of the National Fire Chiefs Council Transport Officers Group (NFCC TOG) and in conjunction with the NFCC Procurement Hub.
- 1.2 The Open Framework will provide Contracting Authorities with a route to market to procure Fire and Rescue Emergency Response Vehicles and associated supporting goods and services. These vehicles are commonly referred to as Pumping Appliances, Aerial Appliances and Special Vehicles.
- 1.3 The Open Framework is being conducted in accordance with the Procurement Act 2023 (the Act) using the 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.
- 1.4 The Open Framework will replace the existing framework agreement that is due to expire on 31st March 2026. During the first two and a half years of the current framework agreement, the sector procured over 200 vehicles, with a combined value of £65 million.
- 1.5 The requirements for this Open Framework have been written by representatives from the NFCC TOG (a national group of Fleet and Engineering representatives, acting as the professional voice for vehicles and associated equipment, on behalf of UK Fire and Rescue Services).

Section Two – Background

2.1 NFCC Procurement Hub

- 2.1.1 The NFCC Procurement Hub focuses on the £518m spending per year on goods and services from third party suppliers across fire and rescue services, ensuring essential innovation and quality is delivered in the most commercially viable and sustainable way, protecting the front line.
- 2.1.2 The set up of the Procurement Hub consisting of six Chief Fire Officer/Chief Executive Officer category sponsors and six category leads has remained (Fleet, FM & Construction, ICT, Operational Equipment, PPE/Clothing and Professional Services).

2.2 Fleet Category Lead

- 2.2.1 Devon and Somerset Fire and Rescue Service (the Service) is the category lead for Fleet and is responsible for this Open Framework.
- 2.2.2 The Service is the largest non-metropolitan fire and rescue service in the UK. The Service is distinct from and governed by the Devon and Somerset Fire and Rescue Authority (the 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. The Authority is made up of civilians (usually members of elected local or regional bodies).
- 2.2.3 We are here to make the counties of Devon and Somerset a safer place. Our coverage area includes the cities of Plymouth, Exeter and Taunton as well as popular seaside resorts such as Torquay, and large rural areas such as Dartmoor and Exmoor.
- 2.2.4 Our emergency response and community safety activities are delivered from [83 fire stations](#), the second largest number in England. We have a mix of wholetime, on-call and volunteer stations. On-call stations are sometimes called retained stations.

2.3 Pipeline Notice

- 2.3.1 A [pipeline notice](#), in relation to this procurement, was issued to the market on Tuesday 13th May 2025 to provide early visibility to suppliers that may have an interest in this framework.

2.4 Preliminary Market Engagement

- 2.4.1 Preliminary market engagement (PME) was undertaken in relation to this procurement. The relevant outputs have been detailed in Section 2.5 and 2.6 of this ITT.
- 2.4.2 [Appendix A](#) provides the summary of the PME sessions presented to NFCC TOG on 9th July 2025.

2.5 FRS Consultation

- 2.5.1 In November 2024, all UK FRSs were invited to complete a Consultation Questionnaire and to provide a five year vehicle pipeline for their FRS (FY26/27 to FY30/31) and 40 responses were received.
- 2.5.2 The information gathered from this FRS consultation process, together with the Supplier Consultation (see section 2.6) was used to develop the procurement strategy, the Open Framework, identify indicative demand and the ongoing support required.
- 2.5.3 The summary of the consultation was presented to NFCC TOG on 9th July 2025, which provides the key themes from both FRS and Supplier consultations.

2.6 Supplier Consultation

- 2.6.1 Two supplier engagement activities have been carried out for this procurement:
- A supplier consultation questionnaire
 - Consultation feedback and open discussion
- 2.6.2 In November 2024, a preliminary market engagement opportunity was advertised via In-Tend e-tendering portal and Contracts Finder website in the form of a [PIN notice](#) (in accordance with Public Contracts Regulations 2015) including a Supplier Consultation Questionnaire.
- 2.6.3 The deadline for completed questionnaires to be submitted via In-Tend e-tendering portal was 3rd January 2025. Six suppliers completed the questionnaire by the deadline.
- 2.6.4 In May 2025, after the Procurement Act 2023 had replaced the Public Contracts Regulations 2015 a [preliminary market engagement notice](#) was advertised on Find a Tender website to invite suppliers to review the consultation summary and attend an open discussion to obtain further information to inform the procurement strategy.
- 2.6.5 10 suppliers accessed the consultation summary and attended an open meeting to discuss the consultation exercises.
- 2.6.6 The information obtained by both supplier engagement activities was used to update the strategy and to develop the tender documentation.

2.7 Framework Engagement

- 2.7.1 The Project Team is working with both Crown Commercial Services (CCS) and Bluelight Commercial (BLC) to align our requirements, work together and we have kept both parties informed of our progress.
- 2.7.2 Contracting Authorities will be able to access the following framework agreements from CCS and BLC relating to vehicle purchase, conversions and disposal:

CCS	BLC
RM6244 Purchase of Standard and Specialist Vehicles	BLC-FLEET-0001 Purchase of Cars and Commercial Vehicles

	JPS648 Vehicle Conversions BLC-FLEET-0017 Provision of Auction and Disposal of End-of-Life Vehicles and Items
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2.8 Strategy

2.8.1 The procurement strategy to replace the current framework agreement has been developed based on the feedback from the consultations and framework engagement. NFCC TOG and the Project Team approved the strategy on 30th July 2025.

2.8.2 The recommended (and approved) option is to award an Open Framework as follows:

Lot 1	Pumping Appliances	Vehicle size: GVW more than 3t
Lot 2	Aerial Vehicles	All types of Aerial appliances within the scope of EN 14043, 14044 and 1777
Lot 3a	Small Special Vehicles	Special Vehicles GVW 3.5t or below
Lot 3b	Medium Special Vehicles	Special Vehicles GVW of more than 3.5t and <7.5t
Lot 3c	Large Special Vehicles	Special Vehicles GVW of more than 7.5t
Lot 4	Vehicle Disposal	Disposal of Emergency Response Vehicles

2.8.3 The scope of the Open Framework will be as follows:

In-Scope	Out-of-Scope
<ul style="list-style-type: none"> • New Emergency Response Vehicles (Inc Command & Control Vehicles) • Driver Training Vehicles (either operational or non-operational) • Supply and/or fit of equipment (for vehicles purchased via the Framework) • Conversion/Refurbishment of existing vehicles • After sales support • End of Life Sale/Disposal • Demountable pods 	<ul style="list-style-type: none"> • Chassis only • Hire or lease of vehicles* • Plant • Agricultural • Marine • Aircraft • Motorbike

* Lease/Finance providers will be able to access this framework as an 'agent' of those Contracting Authorities named in Section 3.9.

2.8.4 As part of the strategy, the indicative value and volume of vehicles that could potentially be procured via the Open Framework:

Vehicle Type	FY26/27	FY27/78	FY28/29	FY29/30	FY30/31	Total
Pumping Appliances	181	155	119	120	313	888
Aerial Appliances	7	11	5	4	10	37
Special Vehicles	86	65	90	37	50	328

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National Resilience Vehicles	0	1	2	8	0	11
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Pipeline data is based on information provided by 40 FRS's who responded to the FRS Consultation and/or pipeline exercise and does not represent all FRSs. The volumes may change during the Open Framework.

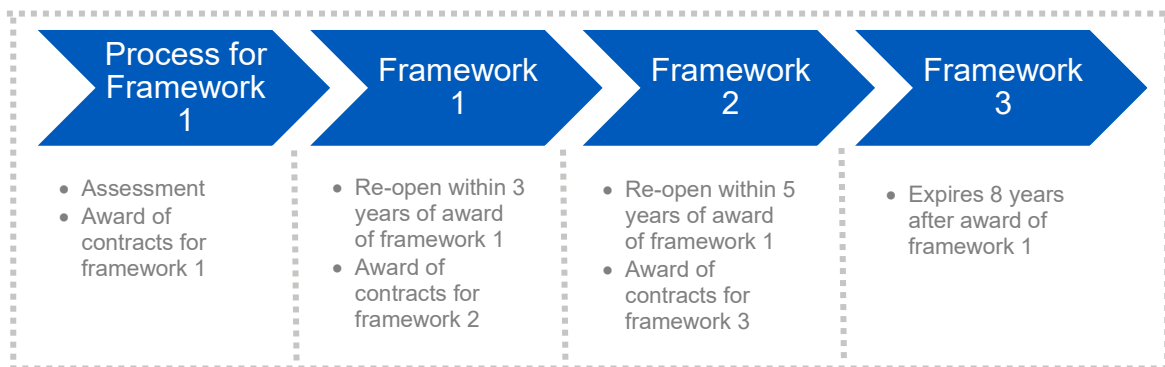
- 2.8.5 The estimated maximum value of the Open Framework, over its full 8-year term is £900,000,000 excluding VAT (c£1.08b including VAT).
- 2.8.6 It should be noted that there is no commitment or obligation for a Contracting Authority to place any Call-Off contracts via the Open Framework.
- 2.8.7 Any indicative demand volumes are provided for information only and are in no way guaranteed.

Section Three – Framework overview

3.1 Open Framework

3.1.1 The Authority proposes to enter into an Open Framework for a period of eight (8) years.

3.1.2 An Open Framework is a scheme of successive frameworks on substantially the same terms and is compliant with the Act:



3.2 Delivering procurement objectives

3.2.1 The Open Framework will have regard for the NPPS and the procurement objectives.

3.3 Vehicle Requirements

3.3.1 A Working Group of NFCC TOG volunteers have developed template vehicle requirements that shall apply to the Open Framework and form the basis of vehicle requirement for further competitions.

3.3.2 The purposes of these requirements are to outline nationally set requirements for Pumping Appliances, Aerial Appliances and Special Vehicles, whilst providing flexibility to Contracting Authorities to apply their own specification requirements to all Call-Off Contracts.

3.3.3 Consideration has been given to the [NFCC Fleet Best Practice Manual](#) when setting the requirements. The NFCC Fleet Best Practice Manual will also need to be cascaded to sub-contractors.

3.3.4 Contracting Authorities will be expected to use the requirements templates for their further competitions.

3.3.5 Please refer to the following separate vehicle requirements set by the Open Framework:

- Appendix 2a – Statement of Requirements - Pumping Appliances
- Appendix 2a – Statement of Requirements - Aerial Appliances
- Appendix 2a – Statement of Requirements - Special Vehicles
- Appendix 2a – Statement of Requirements – Vehicle Disposal

- Appendix 2b - Statement of Requirements – Standards and Legislation
- Appendix 2c – Statement of Requirements – Non-technical

3.3.6 Appendix 2b (Statement of Requirements – Standards and Legislation) and Appendix 2c (Statement of Requirements – Non-technical) are applicable to all vehicles procured via the Open Framework.

3.3.7 **Suppliers are not required to provide a response to the Statement of Requirements as part of their Framework submission.**

3.4 Lots

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

Lot 1	Pumping Appliances	Vehicle size: GVW more than 3t
Lot 2	Aerial Vehicles	All types of Aerial appliances within the scope of EN 14043, 14044 and 1777
Lot 3a	Small Special Vehicles	Special Vehicles GVW 3.5t or below
Lot 3b	Medium Special Vehicles	Special Vehicles GVW of more than 3.5t and <7.5t
Lot 3c	Large Special Vehicles	Special Vehicles GVW of more than 7.5t
Lot 4	Vehicle Disposal	Disposal of Emergency Response Vehicles

3.4.2 Suppliers must declare which lots they are tendering for in section 4 of Preliminary questions of PSQ. There is no restriction on how many lots a Supplier may bid for.

3.4.3 For lots 3a, 3b and 3c, the Suppliers do not have to be able to provide all of the vehicle types covered within the scope of a Special Vehicle. For the Special Vehicle lots, Suppliers shall be able to supply one or more of the vehicle types (within the GVW parameters), which can change.

3.4.4 For lot 4, the Suppliers can only be awarded a place under this lot, if they have been awarded a place under lot 1, 2, 3a, 3b or 3c.

3.4.5 If only one Supplier is awarded a place on the Open Framework, the maximum term of the Open Framework will be 4 years from the point at which the Open Framework becomes a single supplier framework.

3.5 Pricing

3.5.1 No pricing is required for the Open Framework.

3.6 Rebate

3.6.1 The National Fire Chief Council (NFCC) Council has agreed to the use of small levies by participating services 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.

3.6.2 The rebate applied will be 0.1% to each Call-Off Contract.

3.6.3 The rebate will be fixed for the duration of the Open Framework.

- 3.6.4 The rebate will be applied to the Call-Off Contract's value. The Framework Management team will request Key Performance Indicators at least six monthly to establish the rebate value and subsequently request the rebate value with an invoice.

3.7 Known Risk

- 3.7.1 The following risks have been identified for use of a materialisation of a known risk justification in terms of framework value:

- Value of the open framework e.g. increase in government funding
- Number of suppliers within the market for certain type of appliances or vehicles may reduce
- Imposed mandates from government regarding vehicles specifications
- Risk of access to and/or transport of raw materials and their availability
- Pandemic
- Volatile markets affecting inflation, tariffs, exchange rates etc.

3.8 Framework Terms and Conditions

- 3.8.1 The Open Framework Terms and Conditions can be found in Appendix 3.
- 3.8.2 The Open 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 Open Framework without further negotiation or amendment if successful.
- 3.8.3 If a Supplier believes that the terms of the Open Framework render the proposals in the Supplier's response unworkable, the Supplier must submit a clarification via the "Correspondence" area on the e-tendering portal.
- 3.8.4 The Authority will consider any clarifications to determine whether any amendment to the Contract is required. Any amendments shall be published through the "Correspondence" area on the e-tendering portal and shall apply to all suppliers.
- 3.8.5 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.
- 3.8.6 Any amendments to the terms and conditions which are submitted with a Suppliers tender response will be rejected.

3.9 Access to Open Framework

- 3.9.1 The Open 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 3.9.2 for a list of these FRS's
<https://www.nationalfirechiefs.org.uk/Fire-and-Rescue-Services>

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- 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>
- Suppliers or Organisations who are the acting agent and responsible for/manage vehicle procurement on behalf of any of the above named organisations will also have access to the Open Framework.
- All Police Forces within the United Kingdom, Scotland and Northern Ireland
<http://www.police.uk/>
<http://www.psnipolice.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. (There is also a drill down to NHS Doctors 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/>
- Police Forces of British Overseas Territories, British Sovereign Base Areas and British Crown Dependencies including:
 - Gibraltar information at: <https://www.police.gi>
 - Cyprus information at: <https://www.sbaadministration.org/>
 - Channel Islands information at: <https://jersey.police.uk> & <https://guernsey.police.uk>
 - Isle of Man information at: <https://www.iompolice.im>
 - 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/>
 - Association of Inshore Fisheries and Conservation Authorities [Association of Inshore Fisheries and Conservation Authorities \(association-ifca.org.uk\)](http://www.association-ifca.org.uk)
 - Deputy Mayor for Policing & Crime in London – MOPAC [Mayor's Office for Policing and Crime \(MOPAC\) | London City Hall](http://www.mopac.org.uk)
 - City of London Police [Home | City of London Police](http://www.cityoflondon.police.uk)
 - Greater Manchester Combined Authority [Home - Greater Manchester Combined Authority \(greatermanchester-ca.gov.uk\)](http://www.greatermanchester-ca.gov.uk)
 - British Transport Police [Home | British Transport Police \(btp.police.uk\)](http://www.btp.police.uk)
 - Civil Nuclear Constabulary Civil Nuclear Constabulary - GOV.UK (www.gov.uk)
- Lease/Finance Providers procuring vehicles which are utilised by any of the above organisations will also have access to the Open Framework.

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- UK Airports that are wholly or partially owned by Local Authorities and/or Councils. The following list shows all airports:

[List of UK airports and seaports with red channels or red point phones - GOV.UK](#)

3.9.2 The FRS's within the United Kingdom are as follows:

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

3.9.3 The FRS's listed in 3.9.2 may merge during the life of the Open Framework with another FRS or Public Body, for example, Devon & Somerset used to be two FRS's but merged in

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2007. In this instance, the new formed Public Body shall still have access to the Open Framework.

Section Four - The procurement process

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

.DS478-24 Invitation to Tender	Overview of the requirements, preliminary market engagement, procurement process and timetable, how to respond to this opportunity, requests for clarifications, assessment process and award criteria, procurement terms and conditions, glossary
.DS478-24 Procurement Specification Questionnaire (PSQ)	PSQ obtained and assessing supplier and sub-contractors' information
.DS478-24 Framework Assessment Questions	Questions to assess the suppliers submitting a tender response for the framework
.DS478-24 Framework Form of Tender / Declarations	Form of Tender / declarations
.DS478-24 Framework Assessment Matrix	Framework Assessment Matrix
Appendix 1a	Assessment Matrix for Lot 1, 2, 3a, 3b & 3c
Appendix 1b	Assessment Matrix for Lot 4
Appendix 2a	Statement of Requirements for Pumping Appliances
Appendix 2a	Statement of Requirements for Aerial Appliances
Appendix 2a	Statement of Requirements for Special Vehicles
Appendix 2a	Statement of Requirements for Vehicle Disposal
Appendix 2b	Statement of Requirements – Standards and Legislation
Appendix 2c	Statement of Requirements – Non-Technical
Appendix 3	Call-Off Terms and Conditions
Appendix 4	Form of Tender / declarations
Appendix 5	Pricing Schedule
Appendix 6	Call-Off Order Form
Appendix 7	Call-Off Procedure
Further Competition ITT	Invitation to Tender for Further Competition
Schedule 1	Key Performance Indicator Report
Schedule 2	Framework Reopening Declaration
Schedule 3	Framework Award Form
Schedule 4	Framework Terms and Conditions
Schedule 5	Framework Contract Management

Key	
	Documents to be returned for Framework Tender Submission
	Framework Contract Documentation or to be used for Assessment
	Call-Off Contract Documentation

- 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.**

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- 4.3 All documents must 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:
- a) not to enter into an agreement/contract pursuant to the tender process with any Supplier or at all;
 - b) at any time to vary, add to, delete, withdraw from, suspend or terminate the tender process, any part of the tender process and/or
 - c) 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:
- a) fails to comply with any instruction, condition or requirement in the tender 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 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 of all or part of the contract) is not a UK or treaty state supplier.
- 4.7 In accordance with the Act, the Authority must 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

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- 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 Contractor, 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 eleven](#) of this document.**
- 4.11 Common terms and expressions shall have the meanings ascribed to them in the glossary in [section twelve](#) of this document.
- 4.12 All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex 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	09/09/2025	
2	Closing date for Supplier clarification questions	09/09/2025	18/11/2025
3	Closing date for issuing responses to Supplier clarification questions	09/09/2025	25/11/2025
4	Deadline for Tender submissions	05/12/2025 12:00 noon	
5	Assessment of tender submissions	06/12/2025	02/03/2026
6	Issue Assessment Summaries to Suppliers	~03/03/2026	
7	Issue Contract Award Notice on Central Digital Platform	~05/03/2026	
8	Mandatory standstill period	~05/02/2026	~17/03/2026
9	Finalise contract with successful Supplier(s)	~31/03/2026	
10	Contract start date	~01/04/2026	
11	Re-opening of Framework (for framework 2)	~01/04/2029	
12	Re-opening of Framework (for framework 3)	~01/04/2031	
13	Expiry of Framework	~01/04/2034	

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

Amy Harraway
 Category Manager - Fleet
 Devon and Somerset Fire and Rescue Service
 Service Headquarters
 The Knowle
 Clyst St George
 Exeter, Devon
 EX3 0NW

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Email: aharraway@dsfire.gov.uk

- 5.3 All correspondence in relation to this Procurement must be made with the Procurement Representative, through the e-tendering portal.
- 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 must 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 must 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
 - Framework Form of Tender / declarations
- 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 must be in English.
- 6.3.2 Text-based information, including diagrams and tables, must be minimum font size 11.
- 6.3.3 Please keep responses to questions concise.
- 6.3.4 Where questions cannot be answered fully, please provide a relevant explanation either within the response to the question or cross referenced to 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 must cross-reference the attachment accordingly and provide as a separate document with your tender submission.
- 6.3.6 Where a tender question requires the Supplier to self-certify, the Supplier must 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 must be named appropriately using the tender question number and referenced within the response to that tender question. 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 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 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 Pricing Schedule must be submitted in Excel format and may be submitted in a PDF version for your own security.
- 6.3.9 Unless specifically requested, links or references to websites must 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 must 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 must 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 the efficiency, however this is introducing an increased risk of misleading statements via 'hallucination'.
- 6.4.2 The use of AI to write a tender submission for the Open Framework is permitted, however you must answer the questions within DS478-24 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 must 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 Open 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 must be submitted via 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 via 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 must 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 must 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 is as follows:

<p>Compliance Check (all lots) 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).</p>
<p>Step 1: Conditions of Participation (all lots) We will review the responses you have provided to the Procurement Specific Questionnaire including your Supplier Information provided to the Central Digital Platform.</p>
<p>Step 2: Technical Merit and Quality Assessment (for lot 1, 2, 3a, 3b and 3c) We will assess your responses to the technical merit and quality questions. The assessment will operate a process where individuals score the questions and then consensus scoring is undertaken.</p>
<p>Step 3: Customer Support Assessment (for lot 1, 2, 3a, 3b and 3c) We will assess your responses to the customer support questions. The assessment will operate a process where individuals score the questions and then consensus scoring is undertaken.</p>
<p>Step 4: Delivery Assessment (for lot 1, 2, 3a, 3b and 3c) We will assess your responses to the delivery questions. The assessment will operate a process where individuals score the questions and then consensus scoring is undertaken.</p>
<p>Step 5: Social Value Assessment (for lot 1, 2, 3a, 3b and 3c) We will assess your social value response. The assessment will operate a process where individuals score the questions and then consensus scoring is undertaken.</p>
<p>Step 6: Organisation Assessment (for lot 1, 2, 3a, 3b and 3c) We will assess your responses to the organisation questions. The assessment will operate a process where individuals score the questions and then consensus scoring is undertaken.</p>
<p>Step 7: Price Assessment (for lot 1, 2, 3a, 3b and 3c) We will assess your responses to the price questions. The assessment will operate a process where individuals score the questions and then consensus scoring is undertaken.</p>
<p>Step 8: Disposal Assessment (only for lot 4) We will assess your responses to the disposal questions. The assessment will operate a process where individuals score the questions and then consensus scoring is undertaken.</p>

Step 9: Calculation of overall score

We will then calculate the overall score based on the Supplier's submission against each award criteria and ensure the Supplier's submission meets the minimum overall weighted score.

Step 10: Due Diligence

The Authority will undertake final due diligence checks in accordance with [section 8.5](#).

Step 11: Award

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 score and the winning suppliers score along with the justification for the scores against the award criteria. All suppliers will receive their assessment summary via the e-tendering portal.

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

During the standstill period, the successful Supplier(s) will be required to submit any supporting evidence to verify any self-certification responses provided, within five (5) working days of the initial request.

- 8.1.2 Suppliers will be notified the outcome of the Procurement process in accordance with the above steps. Where a Supplier fails any pass / fail criteria including the Conditions of Participation, they will be notified at the earliest opportunity. No useful purpose will be served by communications with the Procurement Representative in relation to the outcome of each step.
- 8.1.3 A copy of the Assessment Summary with the marking guidelines are included as part of the ITT.
- 8.1.4 Please note, upon award the contract may include additional schedules e.g. Invitation to Tender and Response, Tender Clarifications etc.

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 preliminary questions, 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.

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8.2.3.2 If a Supplier(s) wish to self-declare that an exclusion ground applies they must 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.

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) must satisfy the Conditions of Participation in order to participate in the Procurement and be awarded a public contract.

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 checks • Guarantor • Insurance 	Pass/Fail

<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 examples • Experience of sub-contractor management • Organisational standards • Health and safety • Business Continuity • Security • Modern slavery (if applicable) 	
Confirmations	Pass/Fail

8.3 Award Criteria

8.3.1 The award criteria for this Procurement are as follows:

Stage 2 – Framework Assessment Questions for Lot 1 – 3c	
Award Criteria	Weightings
Technical Merit and Quality – Question 1 to 4	Pass / Fail
Technical Merit and Quality	10%
Customer Support	25%
Delivery	25%
Social Value	15%
Social Value – Question 14 only	Pass / Fail
Organisation	15%
Price	10%

Stage 2 – Framework Assessment Questions for Lot 4 only	
Award Criteria	Weightings
Awarded a place on another lot	Pass / Fail
Disposal – for lot 4 only	100%
Disposal – Question 20 only	Pass / Fail

8.3.2 The assessment questions are split into two different categories, pass/fail or scored. The scored questions require a Supplier to achieve a score of 1-5 per question and an overall minimum weighted score to pass.

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

Marking Scheme	Description
Pass	The response provided meets the requirement.

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

8.4 Assessment Methodology

8.4.1 This Assessment Methodology covers the following:

- Technical Merit and Quality
- Customer Support
- Delivery
- Social Value
- Organisation
- Price
- Disposal

8.4.2 Suppliers must provide a response to the relevant questions in the Framework Assessment Questions document, and this document must be uploaded as part of your tender submission.

8.4.3 For lots 1, 2, 3a, 3b and 3c will use Conditions of Participation, Technical Merit and Quality, Customer Support, Delivery, Social Value, Organisation and Price questions (as shown in the Framework Assessment Matrix).

8.4.4 Vehicle Disposal (lot 4) will only use Conditions of Participation and disposal questions (as shown in the Framework Assessment Matrix) and to be awarded a place on lot 4, the Supplier must have a place on one of the other lots.

8.4.5 For each question, we have provided:

- Assessment summary, including marking guidelines
- Whether it is scored or pass/fail
- Identification of a minimum acceptable score
- The maximum available score, and
- The percentage weighting assigned to that question.

8.4.6 The scoring matrix set out below will be used for the assessment unless otherwise stated within the question in the Framework Assessment Questions document.

Marking Scheme	Description
5	Comprehensive, unambiguous and useful response which demonstrates a thorough understanding of the requirements and provides details of how the requirements will be met in full.
4	Response satisfies the requirements and includes a good level of detail to meet the basic requirements.
3	Response meets minimum requirements but remains basic and needed to be expanded upon. Sufficient but does not inspire. Limited evidence to support response and/or one deficiency apparent.

Marking Scheme	Description
2	Poor response which only partially satisfies the requirement with apparent deficiencies and not all elements of the requirement being delivered posing a risk that the requirements will not be met. Falls short of minimum expectations and may lack supporting evidence to demonstrate the specification can be met.
1	Poor response, only attempted to answer the requirement, major deficiencies. Insufficient or no evidence to support the response. An unacceptable response with serious reservations, demonstrating no understanding of the requirement.
0	The response does not meet any of the requirements or no response has been provided.

8.4.7 Your response to each scored question will be allocated a score from 0-5.

8.4.8 This score will be divided by the maximum available score (a score of 5) and multiplied by the weighting assigned to that question. For example;

If a question is weighted as 5% and the assessment panel award the Suppliers response a score of 4 out of a possible 5 marks, then the Suppliers overall score for that question shall be calculated as:

$$4 / 5 = 0.8 \times 5\% = 4\%$$

8.4.9 The questionnaire may include Pass / Fail quality questions. Please be aware that failure to pass a pass/fail quality question could eliminate your organisations tender from further consideration and assessment by the Authority.

8.4.10 A scored question may have been assigned a 'minimum acceptable score'. We have identified that these questions, and your subsequent response, are essential to the overall delivery of the contract and therefore a minimum acceptable level of response is required to assure us of your capability. If your response scores below the minimum acceptable score assigned to that question, then your tender will be deemed to have failed, and we reserve the right to reject your tender from further assessment.

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 via the Health and Safety Executive website
- Waste Carrier Licence checks via relevant accreditors 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 Open 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 Score

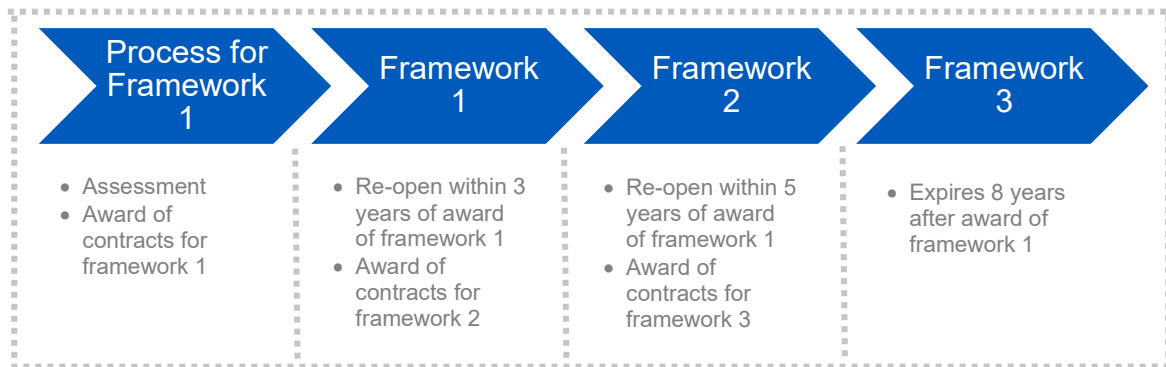
- 8.6.1 We will add the scores from each Award Criteria together to calculate your overall score and all successful suppliers for each lot will be awarded a place on the Open Framework under the respective lot.

Section Nine – Procedure for Call-Off Contracts

- 9.1 The Contracting Authorities shall follow the ordering procedure detailed in Appendix 7 to procure goods and/or services from the Open Framework.
- 9.2 The Contracting Authorities shall prepare a Call-Off Contract and stipulate the term, value and/or volume.
- 9.3 All Call-Off Contracts shall commence during the term of the Open Framework but may conclude after its expiry.
- 9.4 The Contracting Authorities shall be responsible for reviewing the information available on the Open Framework and for ensuring that any subsequent Call-Off Contract is awarded in compliance with the Act.
- 9.5 The award criteria shall form the basis of any Call-Off Contract formed via the Open Framework. The criterion for further competitions is contained Appendix 7.
- 9.6 Pricing shall be requested as part of the Further Competition to form a Call-Off Contract.
- 9.7 The Contracting Authorities may carry out site visits as part of their procedure to form a Call-Off Contract.
- 9.8 The Contracting Authorities may need to carry out site visits at any point during the term of the Open Framework and/or Call-Off Contracts.
- 9.9 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.
- 9.10 The Call-off Contract Terms and Conditions can be found in Appendix 3.
- 9.11 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.
- 9.12 Any amendments to the terms and conditions which are submitted with a Supplier's tender submission could be rejected.

Section Ten – Re-opening the framework

10.1 The Open Framework will be opened at the following intervals:



- 10.2 The Authority reserves the right to adjust the indicative reopening schedule in response to operational requirements. Any changes will be communicated transparently and with sufficient notice via Find a Tender Services and to existing suppliers.
- 10.3 The Open Framework has no limit to the number of suppliers for each lot, meaning that the Authority must follow Section 49(4) of the Act.
- 10.4 Whenever the Framework is re-opened, the award of that new Framework will effectively close the existing agreement and create a new Framework. Any processes for the award of a Call-Off contract under the expired Framework that have already commenced can continue following the expiry of that Framework.
- 10.5 At the point of re-opening the Framework, suppliers will be notified of the re-opening by publication on Find a Tender Service in accordance with the Procurement Act 2023. Existing Framework suppliers may also be directly contacted and invited to apply to join the new Framework.
- 10.6 When re-opening of the framework, an existing Supplier must choose one of the following options to allow the Authority to assess the tender submission with the potential to be appointed onto the new framework:
- Confirmation the Supplier is party to the framework in existence immediately prior to this framework and the Supplier wishes to remain on the open framework and the offer remains unchanged; or
 - The re-assessment of a tender relating to an earlier award; or
 - The assessment of a new tender submission relating to the new framework;
 - Confirmation that the Existing Suppliers does not wish to join the new Framework.
- 10.7 The existing Suppliers must formally declare on what basis they wish to participate by submitting Schedule 2 - Reopening Framework Declaration at the relevant framework re-opening intervals.
- 10.8 Once the declarations and/or new tender submissions have been provided alongside the new Suppliers tender submissions, at this point all tender submissions will be assessed. If an Existing Supplier chooses to remain on the open framework and their offer remains

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unchanged, their earlier tender will not be reassessed and the supplier will simply remain on the Framework, however mandatory and discretionary exclusions will be checked.

- 10.9 If an Existing Supplier chooses for their earlier tender to be re-assessed, there is no guarantee of re-appointment to the Framework.
- 10.10 If an Existing Supplier chooses to have a new tender submitted in relation to the current award, the new tender will be assessed and there is no guarantee of re-appointment to the Framework
- 10.11 For lot 4, the Supplier must be awarded a place on one of lots 1, 2, 3a, 3b and 3c to be awarded a place on lot 4.**
- 10.12 No substantial amendments are permitted for any of the frameworks under Section 49(9) of the Act including to the original tender and/or notices.
- 10.13 The award criteria will substantially remain the same and may only be updated in the instance of legislative changes.
- 10.14 If the decision is taken not to re-open the framework, the framework will expire at 4 years.

Section Eleven - Procurement terms and conditions

11.1 Procedural requirements

11.1.1 This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must 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.

11.2 Central Digital Platform

11.2.1 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 must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform. The Central Digital Platform is located at <https://www.find-tender.service.gov.uk/Search>.

11.3 Transparency

11.3.1 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).

11.3.2 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.

11.4 Modifying the Procurement

11.4.1 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.

11.4.2 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.

11.4.3 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 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.

11.4.4 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 this Appendix 7
- 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

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

11.5 Disclaimer

11.5.1 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.

11.5.2 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.

11.5.3 If a Supplier proposes to enter into a Contract with the Authority, it must 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.

11.5.4 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.

11.5.5 No responsibility is accepted by the Authority for any pre-contractual representations made by it or on its behalf.

11.5.6 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.

11.6 Confidentiality and publicity

11.6.1 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 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.

- 11.6.2 Suppliers must 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.
- 11.6.3 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.

11.7 Non-disclosure agreement

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

11.8 Freedom of information and environmental information

- 11.8.1 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.
- 11.8.2 In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:
- a) clearly identify which information is considered commercially sensitive and complete the table contained within Appendix 4
 - b) explain the potential implications of disclosure of such information
 - c) provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive
- 11.8.3 The Authority will endeavour to:
- a) hold all confidential information submitted by a Supplier that it identifies as being commercially sensitive (subject to clause 10.6.3)
 - b) consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.
- 11.8.4 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.
- 11.8.5 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.

11.9 Tender Submission Retention

11.9.1 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.

11.10 Requirements on sub-contractors and consortium

11.10.1 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.

11.10.2 The Supplier must 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.

11.11 Parent company guarantee or other securities

11.11.1 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.

11.11.2 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.

11.11.3 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.

11.12 Non-collusion, non-canvassing

11.12.1 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.

11.12.2 Specifically, Suppliers must 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
- 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

11.12.3 Suppliers are required to complete and return .DS478-24 Framework Form of Tender and Declarations noting that the Authority will be entitled to rely on the information provided in the certificate.

11.13 Conflicts of interest

11.13.1 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 must notify the Authority immediately of any actual, potential or perceived conflict of interest.

11.13.2 The Suppliers must 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.

11.13.3 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

11.14 Conflict assessments

11.14.1 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.

11.15 Intellectual property

11.15.1 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 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 must be returned or destroyed on demand, without any copies being retained by Suppliers.

11.16 Anti-competitive behaviour

- 11.16.1 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.
- 11.16.2 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.
- 11.16.3 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.

11.17 Contract

- 11.17.1 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.
- 11.17.2 The Supplier's tender submission must 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.

11.18 Supplier withdrawal from the Procurement

Withdrawal before Deadline for Tender Submission

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

Withdrawal after tender submission but prior to receipt of Assessment Summaries

- 11.18.2 If Suppliers wishes to withdraw from the Procurement after submission of their tender, they must notify the Authority as soon as possible and prior to the Authority issuing the Assessment Summaries.

11.19 Modifying your Tender submission

11.19.1 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 past.

11.20 Supplier eligibility

11.20.1 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.

11.20.2 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.

11.20.3 The Authority must be notified promptly in writing, via 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.

11.21 Supplier warranties

11.21.1 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

11.21.2 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

- 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.

11.22 Third parties

11.22.1 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.

11.23 Applicable law

11.23.1 The law of England is applicable to this Procurement.

11.23.2 Suppliers must 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 Twelve – 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
Existing Supplier	means a Supplier that is already awarded a place on the Framework.
FOIA	means the Freedom of Information Act 2000.
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.

Commercial in Confidence

Defined term	Definition
Key Performance Indicators or KPIs	means the key performance indicators (KPIs) set out in Schedule 5.
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 Schedule 5
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 2025/S 000-054486 published on 8 th September 2025 on the Central Digital Platform

Appendix A: Summary of PME

Define non-road vehicles e.g. Argocats etc.	Consider the track record requirements	Consider certification in the future	Consider equipment distribution for supplier's outside of the UK	Consider GVW creep and how this impacts the Special Vehicle lots
Consider Best Practice Manual and impacts on the sub-contractors	Consider if additional requirements e.g. if type approval should be scored	Guidance to be provided on scored innovation requirements	List of people within FRSs for supplier's visibility	Annual presentations to TOG
Disposal considerations	Guidance on marking guidelines	Consider how FRSs will benchmark disposal costs	Consider compliance route for livery removal in accordance with national guidance	Consider reduction of Pumping Appliances GVW to 2t
Clarification and guidance on which lot a Water Carrier fits into and the definition of Water Carriers	Consider changing the Special lots to up to 5t and 5t+	Consider a lot for additional items e.g. demountable pods, trailer, pods.	Consider if lease vehicles are required within the framework	Guidance on servicing for vehicles
PME guidance to include equipment purchases	Donation of vehicles through the suppliers	Remove upper weight limit for Pumping Appliances	Consider renaming Special Vehicle lots	