

BELFAST HARBOUR COMMISSIONERS

STORMONT NORTH RAIL MOUNTED GRAB CRANE FRAMEWORK TENDER

PRE-QUALIFICATION QUESTIONNAIRE

NOTE:

- PPQ responses must be completed as per the enclosed PQQ instructions
- Any queries must be sent to the contact address given in Section 2.4 of this PQQ no later than **5pm on 3rd November 2020**.
- Your PQQ response must be submitted in accordance with the instructions in this PQQ by **no later than 12pm on 10th November 2020 by email to cranetender@belfast-harbour.co.uk**.

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1. BACKGROUND

1.1 Purpose of this Pre-Qualification Questionnaire

This Pre-Qualification Questionnaire (PQQ) has been issued by Belfast Harbour Commissioners (BHC) in connection with a competitive procurement for award of a framework agreement being conducted in accordance with the negotiated procedure applicable under the Utilities Contracts Regulations 2016 (as amended) (Regulations). This negotiated process will be conducted to ensure that responses are evaluated fairly, in accordance with the requirements of the Regulations, to ascertain the most economically advantageous tender, on the basis of 60% quality and 40% price.

BHC is seeking to enter into a framework agreement with a service provider for the supply of one or more rail mounted crane(s), parts/spares packages and training to BHC, with the option for BHC to purchase support and/or servicing.

Both within and outside of the warranty period BHC must be able to call upon the successful service provider(s) to provide on-site technical assistance within the next working day following any such request.

This PQQ sets out the information required by BHC to assess the suitability of potential service providers in terms of their technical knowledge and experience, capability/capacity, organisational and financial standing to deliver BHC's requirements. During the PQQ stage, the intention is to arrive at a short list of qualified service providers to be invited to formally tender against the requirement dispatched to the Official Journal of the European Union (OJEU) on 20 October 2020.

No information contained in this PQQ or in any communication made between BHC and any bidder in connection with this PQQ shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this PQQ.

BHC reserves the right, subject to the provisions of the Regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall BHC incur any liability in respect of this PQQ or any supporting documentation. Bidders are responsible for any and all costs incurred by them in connection with this procurement process.

The contents of this PQQ, and that of any other documentation sent to bidders in respect of this tender process are provided on the basis that they remain the property of BHC and must be treated as confidential and only shared with professional advisers and other parties essential to preparing a response to this PQQ and for no other purpose. No bidder will undertake any publicity activities or make any announcement in relation to this PQQ process without the prior written agreement of BHC, including agreement on the format and content of any such publicity.

Direct or indirect canvassing of any BHC employee or agent by any bidder concerning this requirement, or any attempt to procure information from any BHC employee or agent

concerning this PQQ may result in the disqualification of the bidder from consideration for this requirement.

1.2 About Belfast Harbour Commissioners

Belfast Harbour Commissioners (BHC) was first constituted by The Belfast Harbour Act 1847 as a statutory corporation with the underlying purpose of operating, maintaining and improving Belfast Harbour. The powers and duties of BHC are limited to those conferred by the various Belfast Harbour Acts and Orders 1847-2002, and any relevant public general Acts such as the Harbours' Act (NI) 1970. The day to day operation of Belfast Harbour is managed by a senior executive team who report to BHC.

Belfast Harbour is Northern Ireland's principal maritime gateway and logistics hub, serving the Northern Ireland economy and increasingly that of the Republic of Ireland. Around 70% of Northern Ireland's and 20% of the entire island's seaborne trade is handled at the Harbour each year. Annually Belfast Harbour handles approximately 5,500 ship arrivals of which a substantial proportion are daily scheduled services. Further background information may be obtained from BHC's website at www.belfast-harbour.co.uk.

BHC's aim is to identify a provider as a partner who can design, deliver and (if required) support and service the rail mounted crane(s) ordered (and provide parts/spares packages and training), to operate within the Harbour under the conditions described herein, to meet BHC's requirements outlined in this PQQ and add value in ensuring effective management of the Harbour's operations.

1.3 Outline Timetable

This procurement follows a three stage negotiated process under the Regulations, firstly PQQ and then completion (by qualified bidders) of a tender response to BHC's Invitation to Negotiate. At the Invitation to Negotiate stage of this process, it is anticipated that bidders will also be asked to review and provide any contract comments on the draft framework agreement to BHC for consideration. Following completion of the Invitation to Negotiate stage, one or more bidders may be invited to participate in a best and final offer stage (details of which will be provided within the Invitation to Negotiate).

Set out below is the proposed procurement timetable up to the point of issue of the Invitation to Negotiate to qualified bidders. Further proposed timescales beyond that date will be confirmed to qualified bidders at the Invitation to Negotiate stage of the process. This is intended as a guide and, whilst BHC does not intend to depart from the timetable, it reserves the right to do so at any time.

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Activity	Date
OJEU Notice dispatched and PQQ made available	20 October 2020
Deadline for clarifications relating to the PQQ	5pm on 3 November 2020
PQQ Return Time and Date	12 noon on 10 November 2020
Evaluation of PQQs completed	16 November 2020
Invitation to Negotiate issued to bidders	17 November 2020

2. INSTRUCTIONS TO BIDDERS

2.1 Introduction

BHC invites tenders for the supply of (a) rail mounted crane(s), training and parts with the option for BHC to purchase the services specified in this PQQ.

2.2 Completion of the PQQ

All bidders should follow the instructions outlined below when completing this PQQ.

All bidders should answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the bidder's organisation, this should be indicated, with an explanation. Where questions cannot be answered fully, please provide relevant explanation and details.

Questions should be answered in English. The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.

Failure to provide the required information, provide a satisfactory response to any question, or failure to supply documentation referred to in responses, within the specified timescale, may mean that a bidder is not invited to participate further. In the event that none of the PQQ Responses are deemed satisfactory, BHC reserves the right to terminate the procurement (in whole or part) and, where appropriate, re-advertise the procurement (in whole or part).

Bidders must be explicit and comprehensive in their responses to this PQQ as this will be the single source of information on which responses will be scored and ranked. Bidders are advised neither to make any assumptions about their past or current supplier relationships with BHC nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

2.3 Submission of the PQQ

Your PQQ Response must be submitted in the format requested. The PQQ Response comprises: (a) a completed copy of Appendix 1 (Pre-Qualification Questionnaire) (together with all supporting information required therein); and (b) Appendix 2 (Undertaking). These Appendices (and supporting information) must be completed in full and returned prior to the PQQ Return Time and Date specified in Section 1.3 above.

The responses must be sent to **cranetender@belfast-harbour.co.uk** no later than midday on **10th November 2020**. **Submissions received after this time will NOT be considered.**

Returns must be submitted in accordance with the instructions within this PQQ. Completed PQQs may be submitted at any time before the PQQ Return Time and Date. BHC does not accept any responsibility for the premature opening or mishandling of PQQ documents that are not submitted in accordance with these instructions.

2.4 Queries about the Procurement

All requests for clarification or further information in respect of this PQQ should be emailed to cranetender@belfast-harbour.co.uk **no later than 5pm on 3rd November 2020**. No approach of any kind in connection with this PQQ should be made to any other person within, or associated with, BHC. This PQQ is being provided on the same basis to all bidders. BHC will not enter into detailed discussion of the tender requirements at this stage.

If BHC considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all bidders who have responded; have expressed an interest; or those that show an interest before the closing date for the submission of the PQQ.

All responses received and any communication from bidders will be treated in confidence for the purposes of the procurement, subject to Section 2.14 of this PQQ and/or where disclosures are required by law, court order or other applicable regulations.

The laws of Northern Ireland apply to this procurement.

2.5 Additional Information

BHC expressly reserves the right, but not the obligation, to request a bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this PQQ. BHC may, but is not obliged to, seek independent financial and market advice (including, without limitation, credit checks) to validate information declared, or to assist in the evaluation. Failure to provide the required information or provide a satisfactory response to any question may mean that a bidder is not invited to participate further.

2.6 Clarification of Abnormally Low Sums

A response is considered abnormally low if, because of its favourable terms, it raises a suspicion that the bidder will not be able to perform according to the terms offered. Any tender that is considered to be priced abnormally low will be scrutinised by BHC. This includes ensuring that this is not as a result of a failure to understand the requirements of the contract or the PQQ or Invitation to Negotiate documentation. BHC may, at its discretion, reject any response that it considers to be abnormally low after following the process in Regulation 84 of the Regulations.

2.7 Consortia, Partnerships and Sub-contracting

If a consortium or sub-contracting approach is adopted, BHC will require that the consortium members submit their response in the name of the prime contractor or special purpose vehicle established for the purposes of this tender, and that such prime contractor or special purpose vehicle enters into any subsequent contract (if successful) with BHC.

Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor. Relevant information should also be

provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of services or products under any ensuing contract. Responses must enable BHC to assess the overall solution proposed. BHC reserves the right to request further information regarding such sub-contractors or consortium members if considered relevant, including, without limitation, in relation to the financial standing of sub-contractors or consortium members and the structure of consortiums.

Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided about the extent to which the SPV/holding company will call upon the resources and expertise of its members to provide the solution required.

BHC recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Bidders should therefore respond in the light of such arrangements as are currently envisaged. Bidders are reminded that any future change in relation to consortia and sub-contracting must be notified to BHC so that it can make a further assessment by applying the selection criteria to the new information provided.

Details should also be provided in relation to the proportion of any contract awarded that the bidder proposes to subcontract.

Where parties are bidding in partnership, joint and several liability will be required under the terms of any ensuing contract (if successful).

2.8 Confidentiality

When providing details of contracts in answering Questions 1 and 2 of Part C of this PQQ (Technical and Professional Ability), the bidder agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

BHC reserves the right to contact the named customer contact in Questions 1 and 2 of Part C of this PQQ regarding the contracts included in these questions. The named customer contact does not owe BHC any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

BHC confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to BHC's members and advisors and/or any contracting authorities as defined by the Public Contracts Regulations 2015.

2.9 Conflicts of Interest

In accordance with Question 2.1(e) of Part B of the PQQ, BHC may exclude the bidder if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the bidder to inform BHC, detailing the conflict in a separate Appendix.

Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by BHC should not represent a conflict of interest for the bidder.

2.10 Taking Account of Bidders' Past Performance

In accordance with Question 2.1(g) of Part B of the PQQ, BHC may take into account any failure to discharge obligations under any previous public contracts of the bidder. Where the bidder answers 'yes' in respect of Question 2.1(g), BHC may mark the response as a 'fail' if the bidder has failed to provide sufficient evidence to BHC in accordance with the 'self-cleaning' measures outlined below.

In addition, BHC may re-assess reliability based on past performance at key stages in the procurement process (i.e. bidder selection, tender evaluation, contract award stage etc.). Bidders may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

2.11 Self-Cleaning

Any bidder that answers 'yes' to Questions 1.1, 1.2 or 2.1 of Part B of the PQQ should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively 'self cleans' the situation referred to in that question. The bidder has to demonstrate it has taken such remedial action, to the satisfaction of BHC in each case.

If such evidence is considered by BHC (whose decision will be final) as sufficient, the bidder concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the bidder shall, as a minimum, prove that it has:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the bidder shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by BHC to be insufficient, the bidder shall be given a statement of the reasons for that decision.

2.12 Bidder contact point

Bidders are asked to confirm upon downloading the PQQ and within the PQQ Response a single point of contact in their organisation for their response to the PQQ. BHC and its agents

will not be responsible for contacting the bidder through any route other than the nominated contact. Bidders who fail to provide details of a single point of contact will not receive any clarifications or updated information provided by BHC during the tender process. The bidder must therefore undertake to notify any changes relating to the point of contact promptly and ensure any email address provided is monitored at all times.

2.13 Bidder Selection

The objective of this qualification process is to assess the responses to the PQQ and select suitably qualified potential providers to proceed to the next stage of the procurement. BHC may disqualify any bidder who fails to submit their PQQ in accordance with the instructions given, provide a satisfactory response to any questions in the PQQ or inadequately or incorrectly completes any question.

BHC will also disqualify any bidder who fails to submit a completed PQQ before the PQQ Return Time and Date deadline of **12pm on 10th November 2020**, or fails to meet the minimum requirements set out in this PQQ.

Bidders who are not disqualified in accordance with the above grounds shall be evaluated based on the PQQ and the stages described below. This PQQ and its evaluation takes into account the economic and financial standing and the technical and professional ability of the bidder.

Subject to a sufficient number of satisfactory responses being received, BHC intends (according to the process described below) to invite a maximum of the top four (4) ranked compliant bidders, following evaluation of PQQ Responses, to the Invitation to Negotiate stage of this process, provided that BHC, acting at its discretion, reserves the right to invite less than four (4) bidders to negotiate. Where there is a tie for fourth (4th) place, all bidders in fourth (4th) place will be invited to negotiate. For the purposes of the exercise, a tie for fourth (4th) place is deemed to occur where two or more bidders have identical scores.

Where a bidder has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters, such other information as may be considered appropriate by BHC will be accepted. BHC's decision in such matters will be final.

2.14 Freedom of Information

BHC is subject to the Freedom of Information Act 2000 (“Act”) and the Environmental Information Regulations 2004 (“EIR”). As a part of BHC's duties under the Act or EIR, it may be required to disclose information concerning the procurement process or the resulting contract to anyone who makes a request.

If a bidder considers that any of the information included in their PQQ is commercially sensitive, it should identify it and explain what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

BHC will endeavour to discuss with the bidder and have regard to comments and any objections before it releases any information to a third party under the Act or EIR. However BHC shall be entitled to determine in its absolute discretion whether any information is exempt from the

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Act or EIR, or is to be disclosed in response to a request for information. BHC must make its decision on disclosure in accordance with the provisions of the Act or EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or EIR.

Bidders should note that, even where they have indicated that information is commercially sensitive, BHC might be required to disclose it under the Act or EIR if a request is received.

Bidders should also note that the receipt of any material marked 'confidential' or equivalent by BHC should not be taken to mean that BHC accepts any duty of confidence by virtue of that marking.

BHC will not be held liable for any loss or prejudice caused by the disclosure of information that:

- has not been clearly identified as not being for disclosure to third parties with the appropriate supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); and
- in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

3. OUTLINE OF REQUIREMENT

BHC is seeking to enter into a framework agreement with a service provider for the provision of: (a) one or more new rail mounted four wire grab crane(s), to be used in the unloading of grains, animal feedstuffs and other dry bulk materials from ocean going vessels into a rail mounted hopper, controlled by an operator in the operator cabin; together with (b) parts/spares packages and training; and (c) options for the supply of support and servicing.

The crane must derive its electrical energy from a connection point on the quay. BHC is currently reviewing its options in this regard, and it is anticipated that bidders shortlisted following the PQQ stage of this procurement process will be asked to submit tenders providing options for both a high and low voltage connection. Further information will be provided within the Invitation to Negotiate.

The crane must be designed to meet the following minimum requirements:

- The crane must be capable of discharge rates of a minimum 600 tonnes per hour based on feedstuffs with a bulk density of 600kg/m³. BHC's preference is also for a discharge rate of 850 tonnes per hour based on grains with a bulk density of 750kg/m³. The crane will have an outreach from the axis of rotation of the crane to the centre of the grab of 10m to 30m and will have a lifting capacity of approximately 25 tonnes including the weight of the grab.

The crane rails have a span of 5486mm and an allowable maximum load of 24 tonnes/running meter.

- Design standards according to the following (in the order of priority listed): BSI (British Standards Institute), FEM (Federation Europeane de la Manutention), EN (European Standards), DIN (Deutsche Industrie Normen), IEC (International Electrotechnical Commission), IET (Institute of Engineering Technology) and ISO (International Standards Organisation). For the avoidance of doubt, the crane must be designed to these standards.
- Design lifetime: 25 years (with an expected number of cycles being 2,000,000). The crane will need to be designed to meet this lifetime/expected number of cycles, however BHC cannot specify the exact number of cycles that will be required.

Three heavy duty four rope attachments are to be supplied with the crane. It is currently anticipated that these will comprise one hook with a rated capacity of 25t and two clam shell grabs with a capacity to achieve the preferred discharge rate of 850tph for products with a bulk density up to 750kg/m³ for grain products.

BHC may, but gives no commitment that it shall, also purchase support and/or servicing from the successful bidder.

BHC is seeking the shortest overall delivery programme (subject to BHC being reasonably satisfied that the delivery programme is achievable) and for operational reasons, BHC's

preference is a maximum lead time for delivery and commissioning of the crane of 18 months from order confirmation by BHC.

Both within and outside the warranty period for the crane, anticipated to be a minimum of two (2) years from handover, BHC must be able to call upon the successful bidder to attend the harbour to provide on-site technical assistance within the next working day following such a request.

Bidders should note that, in relation to the duration of any order placed under the framework agreement, it is anticipated that there will be an option for BHC to place an order for a maintenance and servicing contract (including the purchase of parts or spare parts) with the successful bidder (for up to a maximum of 25 years), but this is an option only at this stage.

At the Invitation to Negotiate stage of this process, qualified bidders will be provided with BHC's specific functionality requirements for the crane, in relation to which bidders will be asked to provide their proven design and demonstrate how the crane will operate including (if requested by BHC) by way of a site visit at the bidders' cost.

4. EVALUATION PROCESS

The PQQ (Appendix 1) is structured with the following Parts:

- A. General Information
- B. Selection Requirements
- C. Technical and Professional Ability
- D. Financial Information
- E. Insurance

PQQ Responses will be evaluated as follows:

General Evaluation Issues

Failure by a bidder to complete the Pre-Qualification Questionnaire (Appendix 1) and provide all supporting information and written responses to questions requested therein, and/or complete the Undertaking (Appendix 2) fully and in accordance with all the requirements therein may result in the bidder's PQQ Response being rejected.

If the bidder meets the minimum standards outlined below and is shortlisted, it will proceed to the Invitation to Negotiate stage of this procurement process. Failure to meet the minimum standards specified or be shortlisted will result in the bidder's entire PQQ Response being rejected and the bidder will not proceed further in this procurement process.

Bidders should note the following general approach to evaluation:

- all responses must be complete, accurate and sufficiently detailed;
- all parts of a question must be addressed; and
- where a question requests specific details be provided in a response, bidders should take care to address all elements of that question.

BHC reserves the right to require evidence or additional evidence in relation to any answer given to questions in the PQQ.

Further, please note that BHC reserves the right to:

- seek independent financial and market advice to validate information provided; and/or
- conduct credit reference checks.

If the results of such checks and advices raise significant concerns about the bidder's capability or capacity to deliver the contract requirements, BHC reserves the right to reject that bidder from the procurement process at its discretion.

The bidder must, without undue delay, inform BHC of any changes to the information provided in response to this PQQ that may arise at any time during the bidder's participation in this tender process, or during the contract, if the bidder is successful.

Bidders should not provide any additional or supporting information unless requested by BHC to do so.

In terms of evaluation of each of the Parts of the PQQ:

A. General Information

Part A is for BHC's information only, and will not be evaluated.

B. Selection Requirements

Part B will be evaluated by BHC on a pass/fail basis.

A PQQ Response will (subject to the below) be marked as a 'fail' and will be excluded from the process where: a bidder responds with a 'yes' to any question in Question 1 in Part B of this PQQ in respect of i) the bidder itself (where bidding as a sole bidder); or ii) the bidder or any consortium member (where bidding under a consortium structure).

A PQQ Response may (subject to the below) be marked as a 'fail' and will be excluded from the process where: a bidder responds with a 'yes' to any question in Question 2 in Part B of this PQQ in respect of i) the bidder itself (where bidding as a sole bidder); or ii) the bidder or any consortium member (where bidding under a consortium structure).

Where a Bidder answers 'yes' in respect of any question in Questions 1 or 2 in Part B of this PQQ, BHC may permit the bidder to proceed to the next stage of the PQQ evaluation process where the bidder has provided sufficient evidence (as a separate Appendix) that provides a summary of the circumstances and any remedial action that has taken place subsequently to demonstrate that the bidder has effectively 'self-cleaned' the situation referred to in accordance with the 'self cleaning' measures described in Section 2.11 of this PQQ. Bidders must demonstrate that they have taken such remedial action to the satisfaction of BHC.

Where bidders are unable to sufficiently evidence such remedial action, they will be disqualified from the process and the remainder of their PQQ Response shall not be evaluated.

Bidders will pass this stage where all of the information requested has been supplied and no concerns have been identified over those responses when evaluated by BHC as described above.

C. Technical and Professional Ability

Part C will be evaluated based on the information and explanations provided in bidder's written responses to the questions in this Part. Questions 1 and 2 in Part C will be scored 0-10 based on the following general guide:

Score	Indicator
10 (Excellent)	<p>An excellent response which fully demonstrates excellent experience of delivering requirements the same as or similar, in terms of scope and complexity, to those required by BHC.</p> <p>Fully supported by excellent, comprehensive and relevant details on the elements requested.</p> <p>Response inspires an extremely high degree of confidence that the bidder has the relevant experience.</p>
8 (Very Good)	<p>A very good response which demonstrates very good experience of delivering requirements the same as or similar, in terms of scope and complexity, to those required by BHC.</p> <p>Well supported by very good relevant details on the elements requested.</p> <p>Response inspires a high degree of confidence that the bidder has the relevant experience.</p>
6 (Good)	<p>A good response which demonstrates good experience of delivering requirements the same as or similar, in terms of scope and complexity, to those required by BHC.</p> <p>Good relevant supporting details on the elements requested.</p> <p>Response inspires confidence that the bidder has relevant experience.</p>
4 (Satisfactory)	<p>A satisfactory response which demonstrates satisfactory experience of delivering requirements the same as or similar, in terms of scope and complexity, to those required by BHC.</p> <p>Adequate relevant supporting details on the elements requested.</p>

	Response provides some confidence that the bidder has relevant experience.
2 (Poor)	<p>A limited response which demonstrates limited or poor experience of delivering requirements the same as or similar, in terms of scope and complexity, to those required by BHC.</p> <p>Limited or poor relevant supporting details provided on the elements requested.</p> <p>Response provides low or no degree of confidence that the bidder has relevant experience.</p>
0 (Unacceptable)	Response is non-compliant or an unacceptable response is provided or no response is provided.

If a bidder is allocated less than 6 for either of Questions 1 and/or 2 in Part C, it will automatically be excluded from further participation in the process and evaluation of the bidder's PQQ Response shall not proceed any further.

D & E Financial Information and Insurance

It is essential that bidders are able to provide clear evidence of financial standing and an ability to resource BHC's requirements throughout the term of any resulting contract. Parts D and E of the PQQ will be evaluated on a pass/fail basis. To achieve a pass:

- Bidders must demonstrate sufficient financial standing and evidence of financial stability, such that BHC does not have any significant concerns regarding the bidder's capability to resource and deliver the requirement. Bidders should note that BHC has also set specific minimum financial requirements in addition to this general assessment of financial standing and stability, as specified below and in Part D of the PQQ.
- The bidder's turnover as set out in their most recent accounts must be a minimum of £8 million (eight million pounds sterling). If the bidder's accounts show that the bidder's turnover is less than £8 million (eight million pounds sterling), their PQQ response will be rejected and will not be evaluated any further.
- The bidder's tangible net assets as set out in their most recent accounts must be at least £1.6 million (one million six hundred thousand pounds sterling). If the bidder's accounts show that net assets (excluding intangibles) are less than £1.6 million (one million six hundred thousand pounds sterling), their PQQ response will be rejected and will not be evaluated any further.
- Bidders must confirm that, if so requested by BHC, they will provide (or procure the provision of) an appropriate form of parent company guarantee or other form of guarantee, undertaking or security acceptable to BHC.
- Bidders must provide minimum employer's liability, public liability and product liability insurance levels of £10 million sterling (or equivalent) each (or written confirmation (as appropriate) from the bidder's broker that such insurances can and will be put in place prior to the contract start date).

Bidders should note that all currencies other than pounds sterling shall be translated into pounds sterling at the appropriate year-end rate. BHC will interpret the financial statements provided in accordance with UK Generally Accepted Accounting Principles. Dependent upon the end date of the bidder's accounts, BHC reserves the right to request additional, more recent, financial information (including draft accounts if necessary) and this additional information shall be subject to the same standards of evaluation.

If the bidder is a consortium, all members of the consortium must pass the general financial assessment, however the minimum turnover, tangible net assets and insurance requirements will apply to the lead bidder only.

If a bidder fails any Part or question within the PQQ, it will not be shortlisted for the second stage of the procurement.

Following evaluation of all Parts of a PQQ Response, bidders who have obtained a pass in all Parts will be ranked in order of their scores achieved for their Part C Responses to the PQQ. In the event that more than four (4) bidders meet the requirements above, a maximum of the four (4) top ranked bidders will be invited to the Invitation to Negotiate stage of this procurement, provided that BHC, acting at its discretion, reserves the right to invite less than four (4) bidders to negotiate.

Where there is a tie for fourth (4th) place, all bidders in fourth (4th) place will be invited to negotiate. For the purposes of the exercise, a tie for fourth (4th) place is deemed to occur where two or more bidders have identical scores.

APPENDIX 1

PRE-QUALIFICATION QUESTIONNAIRE

A. GENERAL INFORMATION

1. Full name and address of the bidder

Company/Organisation Name	
Address	

2. Legal status of the bidder

Public limited company	
Private limited company	
Partnership	
Sole Trader	
Other (please specify)	

3. Please provide the following details (where applicable):

Date of formation/registration	
Country of incorporation	
Company registration number	
Registered office/principal place of business	
VAT registration number	

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4. Please provide a brief description of the bidder's business, together with details of ownership (no more than 500 words).

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5. Please confirm whether the bidder will be delivering the requirement itself, or is bidding as a consortium, or intends to sub-contract any of the requirement.

(a) The bidder will provide the requirement	
(b) The bidder is a consortium (please provide details of all parties involved in the consortium and elements they will deliver, together with details of the structure of the consortium)	
(c) The bidder intends to sub-contract part of the requirement (please provide details of sub-contractors involved and the element they will deliver)	

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6. Please provide below details of the bidder's contact point for this tender (please note that BHC will not be responsible for contacting the bidder through any other route than this nominated contact).

Name	
Position	
Telephone Number	
Email	

B. SELECTION REQUIREMENTS

1. Grounds for Mandatory Exclusion

Please refer to the guidance in Section 2.11 and Section 4 of the PQQ before completing this Part. You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered ‘yes’ to Question 1.2 below on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact BHC for advice before completing this form.

1.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of Section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Authority Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of Section 1(2) of the Public Bodies Corrupt Practices Act 1889 or Section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of Sections 1, 2 or 6 of the Bribery Act 2010; or Section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		

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(iii)	fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv)	fraudulent trading within the meaning of Section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or Section 993 of the Companies Act 2006;		
(v)	fraudulent evasion within the meaning of Section 170 of the Customs and Excise Management Act 1979 or Section 72 of the Value Added Tax Act 1994;		
(vi)	an offence in connection with taxation in the European Union within the meaning of Section 71 of the Criminal Justice Act 1993;		
(vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of Section 20 of the Theft Act 1968 or Section 19 of the Theft Act (Northern Ireland) 1969;		
(viii)	fraud within the meaning of Section 2, 3 or 4 of the Fraud Act 2006; or		
(ix)	the possession of articles for use in frauds within the meaning of Section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of Section 7 of that Act;		
(f)	any offence listed—		
(i)	in Section 41 of the Counter Terrorism Act 2008; or		
(ii)	in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g)	any offence under Sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h)	money laundering within the meaning of Sections 340(11) and 415 of the Proceeds of Crime Act 2002;		

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(i) an offence in connection with the proceeds of criminal conduct within the meaning of Section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under Section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;*		
(k) an offence under Section 59A of the Sexual Offences Act 2003;*		
(l) an offence under Section 71 of the Coroners and Justice Act 2009;*		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of Section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		

**as repealed by the Modern Slavery Act 2015*

Non-payment of taxes	Yes	No
<p>1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered ‘yes’ to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		

2. Grounds for Discretionary Exclusion

Please refer to the guidance in Section 2.11 and Section 4 of the PQQ before completing this Part. BHC may exclude any bidder who answers ‘yes’ in any of the following situations set out in paragraphs (a) to (i):

2.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in		

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regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation—		
(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or		
(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or		
(i) your organisation has undertaken to—		
(i) unduly influence the decision-making process of the contracting authority, or		
(ii) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

C. Technical and Professional Ability

1. Please note that the bidder's response to Question 1 below must not exceed 1,000 words.

Please provide details of at least one example (within the three (3) years prior to the date for receipt of PQQ Responses) of your having designed, built and supplied a rail mounted crane for use in a port environment, to similar standards and with similar functional capability and characteristics as the crane described in Section 3 of this PQQ and in accordance with The Construction (Design and Management) Regulations (Northern Ireland) 2016 (or equivalent legislation and standards applicable in the jurisdiction in which the project was undertaken). Please also provide a contact name and details for any port customer(s) for whom the crane was supplied and is being used (if applicable). BHC, at its sole discretion, may contact any referee provided to seek confirmation or further information relating to the examples submitted for assessment.

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2. Please note that the bidder's response to Question 2 below must not exceed 1,000 words.

Please provide details of at least one example (within the three (3) years prior to the date for receipt of PQQ Responses) of your having provided on-site support for a customer within a port environment for whom you have designed, built and supplied a rail mounted crane.

Please also provide a contact name and details for the customer(s) for whom the support for the crane was supplied. BHC, at its sole discretion, may contact any referee provided to seek confirmation or further information relating to the example(s) submitted for assessment.

D. Financial Information

1. Please enclose audited accounts (if audit is not a legal requirement, please submit your signed accounts as prepared by a recognised firm of accountants) for the last three (3) years. All accounts must be provided in the English language.

Three (3) years full accounts (audited if appropriate) are enclosed. Full accounts assumes inclusion of profit & loss, balance sheet, directors and (as appropriate) auditor's reports	ENCLOSED/NOT ENCLOSED
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2. Please note that:
 - (a) if the bidder is a limited company, all financial statements must be filed up to date with the relevant Companies Office as at the date of submission of the PQQ Response. If financial statements are overdue for filing with the Companies Office as at the date of submission of the PQQ Response, the PQQ Response will not be evaluated any further; and
 - (b) if the bidder is a limited company, the most recent financial statements must not contain any qualified, adverse or disclaimer of opinion or emphasis of matter paragraph within the audit report. If the most recent financial statements contain any qualified, adverse or disclaimer of opinion or emphasis of matter paragraph within the audit report the PQQ Response will not be evaluated any further.
3. You must confirm that, if so requested by BHC, you will provide (or procure the provision of) an appropriate parent company guarantee or other form of guarantee, undertaking or security acceptable to BHC. The form of such guarantee, undertaking or security required by BHC will be confirmed at a later stage in this process.

Confirmed?	Yes	No

E. Insurance

1. Please provide evidence of the employer's liability, public liability and product liability insurance held by the bidder (minimum limit £10 million). If such insurances are not

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currently in place, bidders should include written confirmation from their broker that such insurance can and will be put in place prior to contract start.

	Employer's liability	Public liability	Product liability
Name of Insurer			
Address			
Expiry Date			
Limits of indemnity (per occurrence and in aggregate)			
Excess (if any)			

APPENDIX 2

UNDERTAKING

When you have completed the PQQ, please ensure that:

You have answered all the questions;

You have **enclosed** all documents requested; and

You have read and signed the undertaking below.

I certify that the information supplied is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the PQQ. I understand and accept that false information could result in rejection of the application to be selected to take part in the tender process.

I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body. I also understand that any such action will result in rejection of our application to take part in the tender procedure and empower BHC to cancel any contract currently in force.

I understand and agree that if our tender is successful that we will hold or purchase insurances as required by the questionnaire.

NB This undertaking is to be signed by a Partner, Director or authorised representative i.e. in their name on behalf of the Bidder.

Signed for and on behalf of the Bidder:

Signed:

Position/Status in the Bidder's organisation:

Bidder's name:

Bidder's address:

Date: