|  |
| --- |
| torbaycouncil |
| **Volume Two (2) - Information** |
| **Contract Reference** |
| **T23614CS** |
| **Contract Title** |
| **Two to Five Childcare** |

**Contents**

[1 Background Information 3](#_Toc394930706)

[2 Procurement Information 4](#_Toc394930707)

[2.1 Procurement Procedure 4](#_Toc394930708)

[2.2 Procurement Timetable 4](#_Toc394930709)

[2.3 Authority Representatives 4](#_Toc394930710)

[3 Evaluation Information 5](#_Toc394930711)

[3.1 Evaluation Criteria 5](#_Toc394930712)

[3.2 Scoring Guidelines 6](#_Toc394930713)

[3.3 Selection 7](#_Toc394930714)

[3.4 Award 8](#_Toc394930715)

[3.5 Word Limits 10](#_Toc394930716)

[4 Contract Information 11](#_Toc394930717)

[4.1 Contract Period 11](#_Toc394930718)

[4.2 Financial Model 11](#_Toc394930719)

[4.3 Insurance Levels 11](#_Toc394930720)

[4.4 Eligible Users 12](#_Toc394930721)

[5 Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) 13](#_Toc394930722)

[5.1 Re-Tendering 13](#_Toc394930723)

[5.2 Indemnity 14](#_Toc394930724)

[5.3 Claims 14](#_Toc394930725)

[6 Glossary 14](#_Toc394930726)

[6.1 Definitions 14](#_Toc394930727)

1. Background Information

This Contract is for the establishment of a childcare provision located at: Zig Zags Children’s Centre, 32 Market Street, Torquay, TQ1 3AQ.

The provision will be separately registered but act as a service to families accessing Zig Zags Children’s Centre and the surrounding area.

The childcare in this Contract will be for exclusively for children aged two (2) to five (5) years.

* 1. Applicant Site Visit

The Applicant may visit the site prior to completing its offer to ensure they are fully familiar with the site location. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site location / conditions will not be accepted by the Authority.

Site visits will take place on Monday 15 September 2014 between 1:00pm and 3:00pm, commencing at 1:00pm at Zig Zags Children’s Centre, 32 Market Street, Torquay, TQ1 3AQ. Individual site visits are expected to last no longer than twenty (20) minutes. Each prospective Applicant will be limited to a maximum of two (2) representatives.

Applicants are required to contact the Authority AuthorisedRepresentative detailed at section 2.3 Authority Representatives of this Volume, by 12 noon on 11 September 2014 to book a visit.

Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted by the Authority and future claims from the Contractor for an increase in pricing that relates to the Contractor’s lack of knowledge of the sites shall be rejected.

* 1. Authority Site Visits

The Authority reserves the right to pay a site visit to Applicant’s premises/exemplar site/s at which it performs the service required under the Contract, visits will take place between Monday 03 to Friday 07 November 2014. Applicants will be contacted to be made aware that a site visit will take place, detailing the date, time and details of those Members/Officers that are anticipated to attend. Applicants should note that any such visits will be for information purposes only and will not form part of the evaluation.

1. Procurement Information
	1. Procurement Procedure

The Authority is inviting expressions of interest and Tender responses from Applicants responding to the OJEU contract notice identification number 2014/S 164-293664 dated 26 August 2014. The procurement process that the Authority has selected is the Open Procedure in accordance with the Consolidated Directive (2004/18/EC) and implemented in the United Kingdom by The Public Contracts Regulations 2006 (SI 2006/05) which means that all Applicants that submit a Tender shall be evaluated in accordance with the criteria and process outlined at Section 3 Evaluation Information and the information contained within it shall be used by the Authority as the means to make a Contract award decision.

* 1. Procurement Timetable

The Authority proposes the following timetable for the award of the Contract(s):

|  |  |
| --- | --- |
| **Procurement Stage** | **Dates** |
| Submit OJEU Notice | Tuesday 26 August 2014 |
| Documents distributed to Applicants | Monday 01 September 2014 |
| Applicant site visits | Monday 15 September 2014 (1:00pm until 3:00pm) |
| Clarifications to be submitted by | 12 noon on Thursday 9 October 2014 |
| Clarification responses to be issued by | Thursday 16 October 2014 |
| Submission deadline | Thursday 23 October 2014 no later than 12 noon |
| Evaluation | Friday 24 October to Friday 07 November 2014 |
| Interviews | Monday 03 to Friday 07 November 2014 |
| Authority Site Visits | Monday 03 to Friday 07 November 2014 |
| Contract award | Friday 14 November 2014 |
| Standstill period | Monday 17 November to Wednesday 26 November 2014 |
| Contract mobilisation | 27 November 2014 to 27 May 2015 |
| Contract start | Monday 01 June 2015 |

The provision must be operational from 01 June 2015, subject to Ofsted registration. Where the successful Applicant is already Ofsted registered, or the registration process can be completed more quickly, the service start date maybe brought forward.

The Authority reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

* 1. Authority Representatives

Applicants are advised that the Authority will only respond to queries or questions in relation to this tender opportunity via the Supplying the South West e-tendering portal and will not respond to any questions raised verbally or by email.

No person in the Authority’s employ or other agent, except as so authorised by the Authority Authorised Officer or Procurement Representative, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the successful Applicant or as to these instructions or as to any other matter or thing so as to bind the Authority.

* + 1. Authority Authorised Representative:

Rachael Williams, School Service Manager (Early Education)

* + 1. Procurement Representative:

Tracey Field, Strategic Procurement Lead

1. Evaluation Information
	1. Evaluation Criteria

The evaluation process is a critical part of the procurement process and is the means by which the Authority is able to assess to whom the Authority wishes to select to progress to the next stage of this procurement process and/or award the Contract.

The information disclosed by Applicants in its Bid will be used in this evaluation process and for evaluation purposes only, except where indicated otherwise.

The following criteria and weightings will be applied in the evaluation of the submitted responses:

|  |  |  |  |
| --- | --- | --- | --- |
| **Evaluation Criteria Breakdown** | **Sub Criteria**  | **Main Criteria** | **Thres- hold** |
| **Selection** | **Pass** | **Pass** |
| South West Region Selection (online) Questionnaire | Pass |  | Pass |
| Mandatory Pass / Fail Requirements | Pass |  |  |
| Volume Four A (4A) Financial Model Completed and Submitted | Pass |  | Pass |
| **Award** |  | **100%** |  |
| Method Statement Service Requirements of the Contract | 12.5% |  |  |
| Method Statement Quality Requirements of the Contract | 12.5% |  |  |
| Method Statement Child Requirements of the Contract | 3% |  |  |
| Method Statement Parent/Carer Requirements of the Contract | 3% |  |  |
| Method Statement Fees and Financial Requirements of the Contract | 22% |  |  |
| Method Statement Partnership Working | 3% |  |  |
| Method Statement Staffing Requirements  | 2% |  |  |
| Method Statement Safeguarding Requirements | 5% |  |  |
| Method Statement Asset and Facility Management Requirements | 2% |  |  |
| Method Statement Implementation and Contract Management | 5% |  |  |
| Interview | 30% |  |  |

* 1. Scoring Guidelines

Applicants should be aware that the responses provided to the questions within the Award section of Volume Four (4) Evaluation will be evaluated against a marking system that awards the highest marks to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant’s proposal. It should be noted that to achieve the highest marks available for the questions you should not only meet but exceed the basic requirements of the specification.

Where any questions have been given a weighting of between one (1) and three (3) that weighting shall be applied to score awarded in respect of the Applicant’s response, e.g. a question weighted a one (1) which achieves a score of five (5) will achieve an overall score of five (5) and a question weighted a three (3) which achieves a score of five (5) will achieve an overall score of fifteen (15).

All scored question shall be evaluated in accordance with the guidelines below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Score 0** | No response | No response |  |
| **Score 1** | Extremely Weak | Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage | **Weak** |
| **Score 2** | Very Weak | Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage |
| **Score 3** | Weak | Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage |
| **Score 4** | Fair - Below Average | Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it | **Fair - Good** |
| **Score 5** | Fair - Average | Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level |
| **Score 6** | Fair - Above Average | Satisfactory proposal/response, would work to deliver the majority of the Authority's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements |
| **Score 7** | Good | Good proposal/response that convinces the Authority of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail |
| **Score 8** | Strong | Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail | **Strong - Excellent** |
| **Score 9** | Very Strong | Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed |
| **Score 10** | Outstanding/ Excellent | Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided  |

Any responses to any questions in this section or any other part of your bid that are later found to be incorrect against any of the questions or requirements in the Selection and Award sections may lead to you being exempted from this procurement process or any future procurement process lead by the Authority and could cause the termination of any resultant Contract.

* 1. Selection
		1. Selection Process

Selection is the process by which the Authority is able to assess the suitability of the Applicant to progress on to the next stage of the procurement.

The Authority requires all Applicants to complete the Selection questions of this procurement process on-line via the Supplying the South West e-Tendering portal. Applicants can find the Selection questions as part of the ‘Response Wizard’ (this shows as a button at the bottom of the screen when you click on this opportunity from the ‘My Opportunities’ window), and is the tool that you will need to use in order to make your Submission electronically. The Selection questions will appear at Step Two (2) of this ‘Response Wizard’.

The Applicant is encouraged to view the questions as soon as they receive this document in order to be able to understand the nature and complexity of the requirements to allow itself sufficient time to respond. Responses can be made at any time prior to the final Submission deadline and can be saved as the Applicant progresses through the process and returned to at any time. However, completion of all questions within this section is mandatory and you will be unable to make a full Submission until all questions are completed fully.

Passing these questions and/or exceeding any scoring threshold set signifies the Applicant has met the minimum criteria that the Authority expects of the Contractor to whom this particular Contract will be awarded and be selected to pass through to the next stage of the process.

* + 1. South West Region Selection Questionnaire

The South West Region Selection Questionnaire is the means by which the Authority shall evaluate an Applicant’s general capacity to perform the Contract.

Each of the questions included shall be scored as Pass/Fail and guidance as to the Authority’s minimum requirements in relation to what constitutes a pass or a fail can be found within each question of the questionnaire itself under the heading ‘Supplier Help’. An Applicant that fails on one (1) or more of these questions may be judged to have failed at this Selection stage of the process in its entirety and may not be evaluated further.

* + 1. Mandatory Pass / Fail Requirements

This section is comprised of additional mandatory questions that are specific to the subject matter of the Contract and are asked under the heading of Technical and Professional Ability in accordance with Regulation 25 of the Public Contracts Regulations 2006 as amended in 2009. Passing these questions signifies that the Applicant met the minimum criteria that the Authority expects of the Contractor to whom this particular Contract will be awarded.

The questions within this section will be assessed on the basis of pass or fail and applies to those questions that are able to be answered either as a Yes or No or assessed as a Pass or Fail.

Should an Applicant fail one (1) or more questions, they will be considered to have failed this section in its entirety and as such shall be deselected from participating further in this process and will be notified. Guidance as to the Authority’s minimum requirements in relation to what constitutes a pass or a fail can be found within the question.

* 1. Award
		1. Award Process

Award criteria are those that can be considered in assessing the Most Economically Advantageous Tender and as such Applicants responses to the questions asked should give a clear indication of what the organisation is offering for the price/s quoted in Volume Four (4) A Pricing.

The Award questions can be found in Volume Four (4) Evaluation and are for all Applicants to answer in full.

* + 1. Mandatory Pass / Fail Requirements

The questions within this section cover requirements essential to the Applicant’s ability to deliver the Contract and will be assessed on the basis of pass or fail and applies to those questions that are able to be answered either as a Yes or No, or assessed as a Pass or Fail.

Should an Applicant fail one (1) or more questions, they will be considered to have failed this section in its entirety and as such shall be deselected from participating further in this process and will be notified. Guidance as to the Authority’s minimum requirements in relation to what constitutes a pass or a fail can be found within the question.

* + 1. Method Statements

The questions asked within Volume Three (3) Award include a section entitled Method Statements. The Authority requires the Applicants to submit full Method Statements in accordance with the Method Statement template below and as per the topic headings outlined within the Method Statements section in Volume Three (3) Award, which should be completed and returned as part of the submissions. They should be drafted in such a manner so as to be able to form part of the Contract (as applicable) and use defined terms which are consistent with Volume One (1) Instructions and Information. They should be submitted containing a sufficient amount of detail so as to demonstrate to the Authority that the stated outcomes as defined within Volume Two (2) Specification will be deliverable. Each Method Statement shall be scored individually in accordance with the marking guidelines at section 3.2 Scoring Guidelines and will be given a weighting of three (3).

#### Method Statement: Template

|  |
| --- |
| **(a) Proposal for delivery of Service:**Applicants should cover the following within this section:* Proposals for delivery
* Benefits of proposals
* How the proposals set the Applicant apart from other potential Applicants
* Future developments for the Service area
 |
| **(b) Deliverability:**Applicants should provide the following within this section:* A summary statement on the outcomes met by virtue of the proposed service
* A statement demonstrating to the Authority that the Method Statement is deliverable
 |
| **(c) Topics to Specifically Cover**Applicants should also respond (where asked) to specific questions asked that are relevant to the particular topic being assessed under the Method Statement. |

* + 1. Interviews

The Authority will invite Applicants, to attend an interview at which stage it will be a requirement to reinforce your position by presenting your bid to the key stakeholders involved.

Applicants will be contacted to be invited to the interview. The invite will detail the date, time and location and the content of the interview, which will include any specific questions/topics to be covered and the marking system.

Applicants must be available for the timescales indicated within this Volume Two (2) Information. Specific dates for each Applicant’s interview will be finalised once tenders have been submitted

Interviews will be evaluated in accordance with the evaluation weighting given within this Volume Two (2) Information and will be marked in accordance with the marking scheme made available at the time of the invite.

* + 1. Financial Model

Applicants are required to complete Volume Four (4) Financial Model to provide a full breakdown of:

* Revenue Costs
* Capital Costs
* Income Details
* Affordability

Volume Four (4) Financial Model will be evaluated in accordance with the criteria and weightings as set out in this Volume Two (2) Information and will form part of the Award section therein.

The Financial Model justification method statement submitted will be evaluated and scored in accordance with the marking system in Section 3.2 of this document.

All costings shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).

* 1. Word Limits

The Authority has not provided a word limit for responses to the questions in the Award section of Volume Three (4) Evaluation; however, the Authority would like to inform Applicants that responses should be relevant to the question and be applicable in length. Supporting information may be submitted, provided that it is clearly referenced in the question to which it clearly relates and appended to the main submission.

|  |
| --- |
| 1. Contract Information
 |

* 1. Contract Period

It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed. Contract period to be up to a period of four (4) years with an option to extend up to a period of four (4) further years, in two (2) twenty four (24) month increments, or until the end of the allocated budget subject to termination clauses contained within either the Standard or Special Terms and Conditions, whichever prevails.

* 1. Financial Model

The financial model offered by the Applicant should cover the whole life costs for the first four (4) years of the Contract. The financial model once agreed, should not be changed without prior consultation with the Authority.

It is expected that that nursery fees will need to be reviewed each year, however any fee variations will not take effect until they have been mutually agreed by both Authority and Applicant and the former receives confirmation in writing from the latter.

All costings shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).

* + 1. Price Review Proposals

The Authority does not expect the Applicant to implement any price increases throughout the life of this Contract and would conversely look to explore ways of reducing costs throughout its duration. The Applicant’s signature at section 4.4 Pricing Schedule Declaration of Volume Five (5) Forms will be assumed to be an acceptance of this condition.

No Contract once awarded shall be renewed at a higher rate than agreed between the parties through this price review framework or through any other such agreement as submitted to and approved by the Authority in writing.

* + 1. Contract Renewal

No Contract once awarded shall be renewed at a higher rate than agreed between the parties through this price review framework or through any other such agreement as submitted to and approved by the Authority in writing.

The Applicant’s signature at section 4.4 Pricing Schedule Declaration of Volume Five (5) Forms will be assumed to be an acceptance of this condition.

* 1. Insurance Levels
		1. Employer’s Liability Insurance

The Authority’s minimum requirement for Employer’s Liability Insurance is ten million pounds (£10,000,000).

* + 1. Professional Indemnity Insurance

The Authority’s minimum requirement for Professional Indemnity is ten million pounds (£10,000,000).

* + 1. Public Liability Insurance

The Authority’s minimum requirement for Public Liability Insurance is ten million pounds (£10,000,000).

* 1. Eligible Users

This Contract is being procured solely on behalf of Torbay Council and is not open to any other organisation.

1. Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)

Under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) when a service or business changes hands from one employer to another the principal terms of employees’ rights are protected. The regulations are designed to protect the rights of employees in a transfer situation enabling them to enjoy the same formal terms and conditions, with continuity of employment.

* 1. Re-Tendering

At the end of the Contract period or earlier to termination of the Contract for any reason the Contractor shall provide to the Authorised Officer all relevant information relating to those of the Contractor’s employees employed in connection with the Contract for which the Authority may reasonably require for the purpose of re-tendering any parts or the entire Contract.

This information may be disclosed by the Authority to any Applicant or potential Applicant. The relevant information may include, without limitation;

* + 1. Principal Terms and Conditions of Employment
			1. Probationary period, if any;
			2. Retirement age;
			3. Period of notice;
			4. Current pay agreements;
			5. Any agreed pay settlement yet to come into effect;
			6. Working;
			7. Annual leave entitlement;
			8. Sick leave entitlement;
			9. Maternity/paternity leave arrangements;
			10. Special leave arrangements;
			11. Terms and conditions of transfers;
			12. Pensions arrangements;
			13. Any other special arrangements.
		2. Base Data of Staff who would Transfer

Number of staff who would transfer and in respect of each their age, gender, salary, reckonable service, input hours, regular overtime and wage rates, other factors affecting redundancy entitlement, other factors affecting pension entitlement and any outstanding industrial injury or other claims.

* + 1. Other General Information
			1. Any relevant collective arrangements;
			2. Sporting, social welfare or other facilities provided that may be asserted to be the employment benefits of staff;
			3. Facility time and facilities provided for trade union officials and health and safety representatives.
	1. Indemnity

The Contractor shall indemnify the Authority against all expenses arising out of any claim made by any employee or former employee of the existing Contractor (who, as a result of the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006, or subsequent amendments, transferred to the employment of the Contractor) or by the existing Contractor itself, which results from any act or omission of the Contractor.

* 1. Claims

The Contractor shall not bring any claim against the Authority in connection with the Transfer of Undertaking (Protection of Employment) Regulations 2006 or any subsequent amendments to such regulations.

1. Glossary
	1. Definitions

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Applicant** | Shall mean the organisation responding to this tender opportunity. |
| **Authority** | Shall mean Torbay Council. |
| **Award** | Shall mean the process by which the Authority shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 30 of the Public Contracts Regulations 2006 as amended in 2009. |
| **Award Questions** | Shall mean the written response submitted by the Applicant to evidence their ability to meet the Authority’s requirements, which will form part of the evaluation process upon which award of the Contract will be based. |
| **Bid** | Shall mean the Applicant’s response to this tender opportunity. |
| **Call-Off Contract**  | Shall mean a Contract awarded under a Framework Agreement. |
| **Consortia/Consortium** | Shall mean two (2) or more persons, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Article 28(1) Public Contracts Regulations 2006). |
| **Contract** | Shall mean the Agreement between the Authority and Contractor for the execution of the Goods/Works or Services, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved. |
| **Contracting Authority** | Shall mean Torbay Council and any other Authority on whose behalf Torbay Council may be working. |
| **Contractor** | Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Authority. |
| **Eligible Users** | Shall mean any organisation given access to a Contract as a result of the procurement process and on whose behalf the Authority may be establishing the arrangements. |
| **Employers' Liability (Compulsory Insurance)** | Shall mean an insurance that enables organisations to meet the costs of **damages** and **legal fees** for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.By law, an employer must have EL insurance and be insured for **at least £5 million**. Most insurers automatically provide cover of at least £10 million. The insurance must cover all the organisation’s employees in England, Scotland, Wales and Northern Ireland.If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers’ Liability Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers’ Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide. |
| **Evaluation Questions** | Shall mean the written response submitted by the Applicant to evidence their ability to meet the Authority’s requirements, which will form part of the evaluation process upon which award of the Contract will be based. |
| **Framework Agreement** | Shall an agreement or other arrangement between one or more contracting authorities and one or more economic operators which establishes the terms (in particular the terms as to price and, where appropriate, quantity) under which the economic operator will enter into one or more contracts with a contracting authority in the period during which the framework agreement applies” (Regulation 2(1)). |
| **Further Competition** | Shall mean the procurement process by which the Authority shall call a Contract off against a Framework Agreement. |
| **Goods** | Shall mean all Goods to be supplied as part of this Contract and covered by the Official Purchase Order. |
| **Lead Applicant** | Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners. |
| **Lot** | Shall mean one of a number of categories of goods or services which a single procurement process has been divided into. The use of lots potentially allows for multiple providers to be appointed following one procurement process. |
| **MEAT** | Shall mean most economically advantageous tender from the point of view of the contracting authority in relation to the subject matter of the contract. |
| **Official Purchase Order** | Shall mean the Authority’s Official Purchase Order, to which these conditions apply. |
| **Product Liability Insurance** | In Product Liability Insurance terms, a product is any physical item that is sold or given away.Products must be 'fit for purpose'. The organisation is **legally responsible** for any damage or injury that a product it supplies may cause (in some circumstances this also includes products that the organisation does not manufacture).Product Liability Insurance covers the organisation against damages awarded as a result of damage to property or personal injury caused by the product. If damages are paid for personal injury, the NHS can claim to recover the costs of hospital treatment (including ambulance costs). This applies to incidents that occur either on or after 29 January 2007. |
| **Professional Indemnity Insurance** | Shall mean a liability cover that provides protection for negligent advice or a service provided by the organisation, it also protects against damages the organisation becomes liable for in relation to mistakes made such as errors of judgement, basic administration errors, mislay of or damage to clients' documents. It is designed to safeguard it against claims made by clients for any resulting financial loss or damage to their reputation. This type of insurance should also cover legal fees and costs. Individuals and organisations that provide professional advice or consultancy services need Professional Indemnity cover.  |
| **Public Contracts Regulations** | Shall mean the legislation incorporated in to English law concerning public procurement, which can be found at: [www.legislation.gov.uk](http://www.legislation.gov.uk). |
| **Public Liability Insurance** | Shall mean an insurance that covers members of the public or customers coming to the organisation’s premises or if the organisation’s staff go to theirs (including if the organisation is based ‘at home’). It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related **legal fees**, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation.Premiums are based on the type of business and rated on an estimate for the level of activity of the business. |
| **RFQ** | Shall mean Request for Quotation. |
| **Selection** | Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulations 23, 24 and 25 of the Public Contracts Regulations 2006 as amended in 2009. |
| **Service(s)** | Shall mean any action/s by the Contractor required by the Contract. |
| **South West Region Selection Questionnaire** | Shall mean the on-line questionnaire to be completed by all Applicants, containing the mandatory requirements through which Applicants shall be selected to move through to the next stage of the process. |
| **Specification** | Shall mean the detailed description of the Authority’s requirements. |
| **Submission** | Shall mean the correct and proper process for submitting the Applicant’s Bid electronically. All Bids shall be submitted in accordance with the ‘Submitting the Tender Response’ section of the ProContract Supplier Guide entitled ‘The Tender Process within ProContract’, which can be found from the ‘Help’ screen on the system. Applicants will not e-mail their Bids directly to any named person/s within the Authority or to any of the Authority’s generic e-mail addresses.Applicants will not attach their Bids to any part of the ProContract system other than described within the document referred to above. Applicants will not send their Bids to the Authority in a paper or other ‘hard’ format unless specifically requested to do so within the associated bid documentation. Any Submissions that do no accord with the guidelines set out above shall be considered as non-compliant and will be treated as such. |
| **Supplying the South West** | Shall mean the e-Tendering portal through which the Authority advertises procurement opportunities and conducts procurement processes electronically |
| **Tender** | Shall mean the invitation to bid for this Contract.Shall mean your written offer to Contract Goods/Works or Services at the cost/s or rate/s specified in any subsequent documentation. |
| **Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)** | Shall mean the regulations which govern how employers shall deal with transfer of staff when a service or business changes hands from one employer to another in order to ensure the principal terms of employees’ rights are protected. |
| **Volume Five (5) Forms** | Shall mean the document containing the checklist of information to be submitted by Applicants, information concerning the Applicant’s organisation, the Conditions of Tender, confidentiality certificate and certificate of undertaking absence of collusion or canvassing, pricing schedule declaration, the equalities monitoring form and supplier feedback form. Applicants will be required to complete this document in full during the first stage of a procurement process and update it during later stages (where the process is split in to more than one (1) stage) |
| **Volume Four A (4A) Pricing** | Shall mean the spreadsheet containing the schedule(s) which Applicants are required to complete and submit, against which the pricing will be evaluated. |
| **Volume Four (4) Evaluation** | Shall mean the document containing the questions against which the bid will be evaluated and in which Applicants are required to submit their response.Dependent upon the particular stage of the procurement this document may contain questions for Applicants pertaining to Selection or Award or both. In some cases the Applicant may be required to respond to these questions via the Supplying the South West e-tendering portal. |
| **Volume One (1) Guidance** | Shall mean the document containing advice to Applicants concerning the way that the procurement process will be conducted and the way in which the documentation should be completed. |
| **Volume Three (3) Specification** | Shall mean the document containing the specification for the Goods/Works or Services being procured. |
| **Volume Two (2) Information**  | Shall mean the document containing information relating to the procurement including definitions, information on the procurement procedure, the evaluation process, information about the Contract and other information that may assist the Applicant to complete their submission. |