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| torbaycouncil |
| **Volume Two (2) - Information** |
| **Contract Reference** |
| **T01016CS** |
| **Safeguarding Children Foundation Training Course 2016-2018** |
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**Contents**

[1 Background Information 3](#_Toc384126978)

[2 Procurement Information 4](#_Toc384126979)

[2.1 Procurement Procedure 4](#_Toc384126980)

[2.2 Procurement Timetable 4](#_Toc384126981)

[2.3 Authority Representatives 4](#_Toc384126982)

[3 Evaluation Information 5](#_Toc384126983)

[3.1 Evaluation Criteria 5](#_Toc384126984)

[3.2 Scoring Guidelines 5](#_Toc384126985)

[3.3 Award 7](#_Toc384126986)

[3.4 Word Limits 8](#_Toc384126988)

[4 Contract Information 9](#_Toc384126989)

[4.1 Contract Period 9](#_Toc384126990)

[4.2 Contract Price 9](#_Toc384126991)

[4.3 Performance Management 10](#_Toc384126993)

[4.4 Management Information 11](#_Toc384126994)

[4.5 Eligible Users 11](#_Toc384126995)

[5 Glossary 12](#_Toc384127001)

[5.1 Definitions 12](#_Toc384127002)

1. Background Information

This Further Competition process for the Safeguarding Children Foundation Training Course is the fifth ‘Further Competition/Call-Off’ utilising the Standing List of Training Providers of Safeguarding Children Training (Reference: T23714CS). The first places onto the List were awarded in February 2015.

This contract is for the Safeguarding Children Foundation course 2016 - 2018. This course has three aspects to it.

1. I-learn module
2. Class-based course
   1. Theatre aspect
   2. Supporting Trainer

The i-learn module provides the pre-course learning; the knowledge part of the course. This is pre-written.

The class based aspect of this course needs to refer to the pre-course learning (knowledge) issues within the training but also cover additional learning outcomes.

Full details of both the i-learn module pre-course learning (knowledge part of the course) and class based additional learning outcomes, are available within Volume Three (3) Specification.

There is 10 (ten) course dates for 2016/17 currently set. However the Torbay Safeguarding Children Board is currently completing the Training Needs Analysis and therefore this number of courses is subject to change. Please refer to section 1.2.5 in Volume Three (3) Specification.

Dates confirmed with the Theatre Company and the venue (Torquay venue) are:

14th June 2016

15th June 2016

28th September 2016

29th September 2016

15th November 2016

16th November 2016

31st January 2017

1st February 2017

8th March 2017

9th March 2017

There will be further awards for other training packages; these will be determined by Further Competitions/Call-Offs utilising the Standing List of Training Providers of Safeguarding Children Training.

1. Procurement Information
   1. Procurement Procedure

This Further Competition process for the Safeguarding Children Foundation Training Course, is the fifth ‘Call-Off’ utilising the Standing List of Training Providers of Safeguarding Children Training (Reference: T23714CS). The first places onto the List were awarded in February 2015.

Suppliers awarded a place on the Standing List are invited to participate in this Further Competition process.

**2.1.1 Submission of the Further Competition Documents**

All Tender documents must be submitted via the ProContract portal only. Questions, clarification requests and other queries must also be communicated solely through the “Discussions” facility on ProContract.

* 1. Procurement Timetable

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

|  |  |
| --- | --- |
| **Procurement Stage** | **Dates** |
| Issue Further Competition documents | Thursday 24 March 2016 |
| Deadline for submitting Clarification Questions | Monday 18 April 2016 no later than 5:00pm |
| Deadline for Clarification Responses | Within five (5) working days |
| Further Competition Submission Deadline | Tuesday 03 May 2016 no later than 12 noon |
| Further Competition Evaluations | Tuesday 03 to Friday 20 May 2016 |
| Award Contract to successful Provider | Friday 27 May 2016 |
| Contract commencement | Wednesday 1 June 2016 |
| Provision of Safeguarding Children Foundation Training Course days from: | Tuesday 14th June 2016 |

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:

Lucinda Wills

Workforce Development Officer

* + 1. Procurement Representative:

Lawrence Brown

Procurement Officer

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** |
| **Award** | | **Pass** |
| Mandatory Pass / Fail Requirements | | Pass |
| **Award** |  | 100% |
| Method Statement 1 | 20% |  |
| Method Statement 2 | 20% |  |
| Technical Questions | 20% |  |
| Pricing (Based on total daily course cost) | 35% |  |
| Pricing (total additional costs for emergency back-up course) | 5% |  |

* 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. 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 question within this section covers 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

1. Applicants are required to submit a Method Statement to explain and evidence how the Service will be run, in order to meet the requirements. They should be drafted in such a manner so as to be able to form part of the Contract and contain sufficient detail to demonstrate that the stated outcomes as defined within Volume Three (3) Specification will be deliverable.

Applicants should ensure their response is structured in such a way that it is easy to identify that each element has been addressed. 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 question.

Applicant’s responses to the Method Statement one (1) at section 1.2 of Volume Four (4) Evaluation document should not exceed fifteen hundred (1500) words. Where Applicants exceed this word limit, the Authority shall disregard the surplus information and it shall not be evaluated. Applicant’s scores may be affected accordingly. Please note that Applicants are welcome to submit a shorter response and only the first fifteen hundred (1500) words will be considered for evaluation purposes. Attachments will not be accepted.

Applicant’s responses to the Method Statement two (2) at section 1.2 of Volume Four (4) Evaluation document should not exceed fifteen hundred (1500) words. Where Applicants exceed this word limit, the Authority shall disregard the surplus information and it shall not be evaluated. Applicant’s scores may be affected accordingly. Please note that Applicants are welcome to submit a shorter response and only the first fifteen hundred (1500) words will be considered for evaluation purposes. Attachments will not be accepted.

The Authority would like to inform Applicants that responses should be relevant to the questions and be applicable in length.

Any responses to the Method Statement and Technical 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 Award section 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.

**3.3.4 Technical Questions**

The Award – Technical Questions are scored against the criteria stated at section 3.1 above and the overall available weighting for this section is broken down for each Technical Question. Details of the individual percentage weighting for each Technical Question, is included within Volume Four (4) Evaluation.

3.3.5 Pricing

Applicants are required to submit pricing information by completing the worksheet(s) within Volume Four (4) A Pricing, as follows:

Cost per session (delivered to up to 35 delegates); Training day length is 9:30am-4:30pm.

* 1. Word Limits

The Authority has provided a word limit for responses to each of the two (2) Method Statements. Please refer to section 3.3.3 above.

The Authority has not provided a word limit for responses to the Technical Questions at section 1.3 of Volume Four (4) Evaluation, however, the Authority would like to inform Applicants that responses should be relevant to the question and be applicable in length.

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| 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. Subject to termination clauses, the awarded Contract period is to be up to a period of one (1) year with an option to extend up to a period of one (1) further year, or until the end of the allocated budget, subject to termination clauses contained with the Contract terms and conditions.

**4.2 Contract Price**

The price offered by the Applicant in Volume Four (4) A Pricing shall be firm and fixed for the period as stated for the duration of the Contract. Any percentage discounts that may be applied must be detailed in the same. Price variation during the term of Contract will be by negotiation only via formal performance review meetings. Any price 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 prices submitted shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).

The Applicant’s price will be evaluated in accordance with the criteria and weightings as set out in section 3.1 Evaluation Criteria.

The Pricing evaluation for Training Delivery will be calculated by adding together all of the Breakdown of Costs submitted by Applicants, (as detailed within Volume Four (4) A), to give a ‘Training Delivery - Total daily course cost’ for each of individual training days (as detailed within section one (1) above) of the Contract period of ten (10) months.

The Applicant with the lowest total daily course cost will score maximum marks out of a possible one hundred (100) and Applicants submitting higher amounts will be awarded marks proportionate to their distance from the lowest amount.

Applicants are also required to provide total additional costs for an emergency back-up course should this be required, (please refer to section 1.3.2 of Volume Three (3) Specification).

The Applicant with the lowest total additional costs will score maximum marks out of a possible one hundred (100) and Applicants submitting higher amounts will be awarded marks proportionate to their distance from the lowest amount.

* + 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. Performance Management

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| Outcome to Be Delivered | Measurement of Performance | Consequence of Poor Performance |
| The Training provider is a learning organisation, seeking to improve its service delivery. | Evidence of effective management of the Service and improvement. | Training provider will not be compliant with the Standing List requirements for Continual Professional Development.  The Authority will invoke the Default Procedures, as set out in the Contract. |
| The Training provider deals with clients in a professional and polite manor and in accordance with Equality and Diversity legislation. | Assessment of feedback forms from clients.  Number of complaints made to the local authority and the Training provider about the service. | That all complaints are investigated and learning opportunity’s identified.  Where a complaint is deemed to be of a serious nature the Authority will invoke the Default Procedures, as set out in the Contract. |
| Appropriate training is provided and maintained to acceptable standards in accordance with legislative requirements. | The Authority will monitor and review the course content to ensure that it meets the required legislative standards.  Any complaints of poor performance will be investigated by Authority. | Any issues identified should be addressed within the timescales specified by the Authority.  The Authority will invoke the Default Procedures, as set out in the Contract. |
| The Provider manages the learner’s access effectively to refuse learners entry if they have not completed the prior e-learning, or not booked places on course dates. | The Authority’s Workforce Development Team will deal with complaints and the Authority will also monitor effective management of learner’s access. | Any issues identified should be addressed within the timescales specified by the Authority.  The Authority will invoke the Default Procedures, as set out in the Contract. |
| The Contract is managed effectively. | That contract management information is available on the number of clients, times spent at the property and management of voids. | Where the Provider fails to provide the required contract management information the Authority will invoke the Default Procedures, as set out in the Contract. |

* 1. Management Information

Applicants should, by way of on-going Contract performance be prepared to produce management information. The exact format and duration will be agreed between the Contractor and Authority Authorised Representative. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Authority. This will be at no cost to the Authority.

Applicants shall be able to produce management information for the following, but not limited to:-

* 1. Eligible Users

This Further Competition process for the Safeguarding Children Foundation Training Course, is the first ‘Further Competition/Call-Off’ utilising the Standing List of Training Providers of Safeguarding Children Training (Reference: T23714CS). The first places onto the List were awarded in February 2015. All organisations awarded places on the Standing List will be invited to participate in this Further Competition and will be able to use their approved trainers in the required service provision Contract, should they be successfully awarded the Contract.

1. Glossary
   1. Definitions

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| **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. |