

Volume One (1)

Instructions and Information

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| T21813EY Zero to Five (0-5) Childcare / Nursery Provision |

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| Definitions |

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| **Applicant** | Shall mean the organisation responding to any Request for Quotation (RFQ), Pre-Qualification Questionnaire (PQQ), Invitation to Tender (ITT) or Mini-Competition |
| **Authority** | Shall mean Torbay Council |
| **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 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 |
| **Devon Tenders** | Shall mean the same as Supplying the South West |
| **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. |
| **Framework Agreement** | Shall provide the terms of the agreement that may be let over a period against which a Contract can be called-off |
| **Goods** | Shall mean all Goods to be supplied as part of this Contract and covered by the Official Purchase Order |
| **ITT** | Shall mean Invitation to Tender |
| **Lead Applicant** | Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners |
| **MEAT** | Shall mean Most Economically Advantageous Tender |
| **Mini-Competition** | Shall mean the procurement process by which the Authority shall call a Contract off against a Framework Agreement |
| **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 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. |
| **PQQ** | Shall mean Pre-Qualification Questionnaire |
| **RFQ** | Shall mean Request for Quotation |
| **Service/s** | Shall mean any action/s by the Contractor required by the Contract |
| **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. This was previously referred to as Devon Tenders |
| **Tender** | Shall mean Invitation to Tender |
| Shall mean your written offer to Contract Goods/Works or Services at the cost/s or rate/s specified in any subsequent documentation |

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| The Procurement Opportunity |

## **Background Information**

This Contract is for the childcare provision at the Nursery located at: The Nest Neighbourhood Nursery, Brixham C of E Primary School, Higher Ranscombe Road, Brixham TQ5 9HF.

The childcare in this Contract is primarily for children aged zero to three (0-3) years as the school delivers the majority of childcare and education for those aged three to five (3-5) years in their maintained Nursery unit. However, the Contractor will have the opportunity to deliver the additional childcare required by the three to five (3-5) age range, this is presently required at either side of the school day, during holiday times and where extra capacity is required during term times where the school exceeds it’s usual attendance numbers of twenty six (26).

## 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 twenty four (24) monthly 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.

## Contract Terms and Conditions

The Contract terms and conditions are provided with this documentation, which the Applicant is expected to read thoroughly before it makes its Submission. Any queries regarding the terms and conditions, including an Applicant’s request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the Tender clarification period and in accordance with that detailed at section 5.7 Clarification and Circular Advices within this Volume One (1) Instructions and Information. The Authority requests that Applicants’ comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.

Where the Authority is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Applicants will be notified accordingly. The Authority reserves the right to extend the Tender Submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Authority is not in agreement with any changes those proposals shall have been judged to have been rejected and the Authority shall provide an explanation to the Applicants as to the reason/s why it has been judged so.

When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions and the Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.

Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the Submission process and the Authority reserves its right to class any Tender submitted to the contrary as non-compliant. All such Applicants shall be judged to have failed with their Tender applications, shall be evaluated no further and notified accordingly.

The Contractor/s shall accept the terms and conditions as they are drafted in the final Contract document. No further negotiation shall take place nor changes allowed. Where a Contractor disputes this position the Authority reserves the right to withdraw the Contract award and class the Tender submission as non compliant.

## Procurement Timetable

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

|  |  |
| --- | --- |
| Submit OJEU Notice | Monday 16th December 2013 |
| Documents distributed to Applicants | Thursday 19th December 2013 |
| Clarification questions to be submitted by | Friday 31st January 2014 |
| Clarification responses to be issued by | Within five working days |
| Submission deadline | Monday 10th February 2014 12 noon |
| Evaluation | 10th – 28th February 2014 |
| Interviews | 10th – 28th February 2014 |
| Contract award | 3rd March 2014 |
| Standstill Period | 4th-14th March 2014 |
| Contract Mobilisation | March – April 2014 |
| Contract Start | 1st April 2014 |

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

## Authority Representatives

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.

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| **Authority Authorised Representative contact details:** | |
| Mr Stephen Corline  Early Years, 2nd Floor North, Tor Hill House,  c/o Torquay Town Hall,  Castle Circus,  Torquay  Devon TQ1 3DR | Torbay Council website  [**www.torbay.gov.uk**](http://www.torbay.gov.uk) |
| Procurement Representative contact details: | |
| Mrs Josie Medforth  Corporate Procurement  1st Floor Electric House  Torquay  TQ1 3DR | Torbay Council procurement website:  [**www.torbay**](http://www.torbay)**.gov.uk/procurement** |

## Consortia and Sub-contracting

Where an Applicant wishes to make its application as a Consortium or utilising sub-contractors the Authority advises the group of organisations to select a Lead Applicant in whose name the PQQ/ITT/RFQ/Mini-Comp response is to be submitted. The Lead Applicant is advised to confirm precisely what the arrangements are within the PQQ/ITT/RFQ/Mini-Comp including providing the names of all of the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements.

The Lead Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the Consortium or the exact nature of and degree to which the Goods/Services or Works will be sub-contracted.

Applicants that wish to bid as a Consortium or sub-contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants.

The Authority recognises that arrangements in relation to Consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and sub-contracting must be notified to the Authority during the procurement process or in the event that they are the successful Contractor and in any event as soon as that change is known. The Authority may then make a further evaluation of that Applicant or Contractor by applying the Qualification criteria to the new information provided. In the event that the Authority’s evaluation of the new information results in an outcome that is different from the original, the Authority reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or sub-contractors shall not have a negative impact upon the arrangements.

If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.

Please note that the Authority reserves the right to require a successful Consortium to form a single legal entity in accordance with regulation 28 of the Public Contracts Regulations 2006.

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| Understanding the Procurement Process |

## Procurement Procedure

The Authority is inviting expressions of interest and Tender responses from Applicants responding to the OJEU contract notice identification number XXX dated XXX. 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 Evaluation and the information contained within it shall be used by the Authority as the means to make a Contract award decision.

## Evaluation

The evaluation process is a critical part of the Tender process and is the means by which the Authority is able to assess to whom the Authority wishes to 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 Authority’s evaluation will be split into two (2) distinct stages as follows:

1. Qualification
2. Award.

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

|  |  |  |
| --- | --- | --- |
| **Evaluation Criteria Breakdown** | **Sub Criteria % Breakdown** | **% Criteria Breakdown** |
| **Qualification** | | **Pass** |
| Mandatory Pass/Fail requirements |  | **Pass** |
| Appendix ?? Financial Model Completed and Submitted |  | **Pass** |
| **Award** | | **100%** |
| Method Statement: Service Requirements of the Contract. | 10% |  |
| Method Statement: Quality Requirements of the Contract. | 10% |  |
| 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. | 26% |  |
| Method Statement: Partnership Working | 3% |  |
| Method Statement: Staffing Requirements | 3% |  |
| Method Statement: Safeguarding Requirements | 5% |  |
| Method Statement: Asset and Facility Management Requirements | 2% |  |
| Method Statement: Implementation & Contract Management | 5% |  |
| Interview | 30% |  |

## Qualification

#### Qualification Process

Qualification 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 Qualification questions, Section/s One (1) of this procurement process on-line via the Supplying The South West e-Tendering portal. Applicants can find the Qualification questions as part of the ‘Response Wizard’ and is the tool that you will need to use in order to make your Submission electronically. The Qualification questions will appear at Step Two (2) of this ‘Response Wizard’.

#### Qualification Questions: Section One (1)

The on-line Qualification questions are split in to two sections. Section One (1) is the Qualification questionnaire, which is comprised of ten (10) mandatory questions under the following headings:

1. Grounds for Mandatory Rejection (Regulation 23 of the Public Contracts Regulations 2006 as amended in 2009): which includes questions regarding bribery, corruption and so on;

2. Grounds for Discretionary Rejection (Regulation 23 of the Public Contracts Regulations 2006 as amended in 2009): which includes questions regarding criminal offences, bankruptcy and so on; and

3. Economic and Financial Standing (Regulation 24 of the Public Contracts Regulations 2006 as amended in 2009): which includes questions regarding company turnover, insurances and so on.

The questions within the Qualification questionnaire are standard to all procurement processes that the Authority runs utilising the Supplying The South West e-Tendering portal and passing these questions signifies that the Applicant has met the minimum criteria that the Authority expects of all of its Contractors for any Contract.

Each of the questions within this Section One (1) 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 the questions within this Qualification Questions: Section One (1) may be judged to have failed at this Qualification stage of the process in its entirety and may not be evaluated further.

#### Financial Check

Within Qualification Section One (1) Applicants will be asked to give their permission for a financial check by a credit management agency named ICC. Where Applicants give their permission such a check shall be performed and your financial position determined based on a range of factors including, but not limited to, Directors (number and experience) and parent companies/subsidiaries involved with the organisation, outstanding mortgages or loans, the organisation’s profit and loss and balance sheets, the organisation’s turnover, profit solvency and cash in the bank figure. The financial check shall yield a score, which will be utilised by the Authority for the purposes of the evaluation of this procurement process, as it determines the following risk factor posed to it by the Applicant:

|  |  |
| --- | --- |
|  | No credit score |
| 0-35 | Proceed with caution / high risk |
| 35-50 | Caution / moderate risk |
| 50-60 | Normal / limited risk |
| 60+ | Confidence / low risk potential |

**Financial Check Results**

Those Applicants that exceed a score of fifty (50) shall be judged to have passed this element of the evaluation process. Those Applicants that score less than a score of fifty (50) shall have their financial information referred to the Authority’s Corporate Finance department for further investigation. This may comprise the full ICC generated credit report and any other information as requested by the Authority either during the procurement process or thereafter. The Applicant shall cooperate with the Authority in such instances by responding to any and all requests for further financial information within the deadlines set at the time of request. Following this, the Authority’s Corporate Finance department shall determine the organisation’s suitability to progress with the procurement process, taking all of the available facts in to account including the subject matter of the Contract and the risk factors inherent to it.

Where the Corporate Finance department rules that an Applicant is suitable to progress with the procurement process the Applicant shall be judged to have passed this element of the evaluation process.

Where the Corporate Finance department rules that an Applicant is not suitable to progress with the procurement process the Applicant shall be judged to have failed this element of the evaluation process. The Authority’s Corporate Finance department’s professional judgement is final. The Applicant shall, as a result, also be judged to have failed with their Tender application and shall be evaluated no further and notified as such.

**Future Financial Checks**

Where the procurement process is likely to span across a lengthy period of time or financial years, the Authority reserves the right to undertake a further financial check/s in order to ensure that the organisation’s credit rating is suitable. The aforementioned process shall be followed during any subsequent financial checks. The Authority shall notify the Applicant in writing prior to undertaking any further financial checks.

**Applicant Fails to Give Permission or no Financial Check is able to be Performed**

Where Applicants refuse to give their permission for a check, your organisation shall be judged to have failed this element of the evaluation process. The Applicant shall, as a result, also be judged to have failed with their Tender application and shall be evaluated no further and notified at the Contract award stage of the procurement process as such.

Where Applicants give their permission for a check but such a check is unable to be performed because, for example, your organisation does not lodge its final accounts with Companies House, your financial information shall be referred to the Authority’s Corporate Finance department who shall determine the organisation’s suitability to progress with the procurement in accordance with the aforementioned process.

**Applicant’s Financial Check Yields Information of Concern to the Authority**

In instances where the Authority undertakes a financial check on a particular organisation that yields information that may prove to be of concern, the Authority reserves the right to refer such instances to its Corporate Finance department, regardless of the Applicant’s financial check score, whereupon it shall be their responsibility to determine the organisation’s suitability to progress with the procurement process.

Where the Corporate Finance department rules that an Applicant is suitable to progress with the procurement process the Applicant shall be judged to have passed this element of the evaluation process.

Where the Corporate Finance department rules that an Applicant is not suitable to progress with the procurement process the Applicant shall be judged to have failed this element of the evaluation process. The Authority’s Corporate Finance department’s professional judgement is final. The Applicant shall, as a result, also be judged to have failed with their Tender application and shall be evaluated no further and notified as such.

## Award

#### 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) the Pricing Schedule.

The Authority requires all Applicants to complete all of the Award questions at Volume Three (3) Qualification and Award in full and submit in accordance with 46.8 Return of Document.

#### Award Questions: General Guidance

The Award questions can be found in Volume Three (3) Award and are for all Applicants to answer in full.

Applicants should be aware that the responses provided to the questions within the Award section of Volume Three (3) Qualification and Award 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.

The Authority has not provided a word limit for responses to the questions in the Award section of Volume Three (3) Qualification and Award; 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.

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 Qualification 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.

#### Award Questions: 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 5.4.5 Award Scores and will be given a weighting of three (3).

#### Method Statement: Template

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| **(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. |

#### Marking Guidelines

The questions within the Award section of Volume Three (3) Qualification and Award will be evaluated against the following marking system:

|  |  |  |  |
| --- | --- | --- | --- |
| **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 |

Questions are scored against the criteria stated above and also weighted from One (1) to Three (3) to emphasise importance. For example, a question with a weighting of Three (3) and scoring ‘Weak’ on the chart above will receive a total score of nine (9) for the question.  Similarly an “Outstanding/Excellent” score will accrue thirty (30) marks.  Details of the potential maximum score and associated weighting are included with each question in Volume Three (3) Qualification and Award.

## Financial Model

Volume Four (4) Financial Model will be evaluated in accordance with the criteria and weightings as set out in this Volume One (1) Instructions and 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 5.4.3 of this document.

## Clarification and Circular Advices

If your organisation has any questions relating to any part of this questionnaire or to the procurement process as a whole, please contact the Procurement Representative detailed within this Volume One (1) Instructions and Information.

There will be no negotiations of any of the substantive terms of the documents. Only clarification queries relating to the documents will be answered.

Applicants shall submit all clarification questions via the Supplying the South West e-Tendering portal before twelve (12) noon on the date given at Procurement Timetable of this Volume One (1) Instructions and Information.

Applicants should note that unless your question is innovation based, responses will be provided to all Applicants. The identity of Applicants raising any questions will remain confidential.

Any instruction by the Council prior to the due date will be issued to all Applicants via [the](http://www.devontenders.gov.uk) Supplying the South West e-Tendering portal.

If during the period the Authority or Awarding Authority in the case of a Framework Agreement issues any circular letters to Applicants in order to clarify or alter part of the documents, then such circular letters shall form part of the Contract and Applicants shall be deemed to have taken account of them in preparing their bid. Applicants shall also promptly acknowledge any circular letters that they receive.

## Applicant Site Visits

The Applicant may visit the sites prior to completing its offer to ensure that he is fully familiar with the site locations. 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 locations/conditions will not be accepted by the Authority.

## 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 required content of the demonstration/presentation, 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 One (1) Instructions and Information. Specific dates for each Applicant’s presentation/demonstration will be finalised once tenders have been submitted

Interviews will be evaluated in accordance with the evaluation weighting given within this Volume One (1) Instructions and Information and will be marked in accordance with the marking scheme made available at the time of the invite.

## Rejection of Offers

The Authority may at its absolute discretion refrain from considering or reject any offer if: it is incomplete or vague or is submitted later than the prescribed date and time; or it is not in accordance with the approved format and all other provisions of the documents or is in breach of any condition contained within it.

Any Submission in respect of which the Applicant:

Has directly or indirectly canvassed any Official, Member or Officer of any of the Authority or obtained information from any other person who has been contracted to supply Goods or provide the Service or Works to the Authority concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Official, Member or Officer concerning any other Applicant; or

Fixes or adjusts the prices shown in Volume Four (4) Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or

Communicates to any person other than the Authority the amount or approximate amount of the prices shown in Volume Four (4) Pricing Schedule except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the bid or for the purposes of insurance or financing; or

Enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or

Offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person’s proposal, any act or omission,

shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by a Applicant may attract.

## Acceptance of Offers

The Authority shall accept what it considers to be the Most Economically Advantageous Tender. The Authority reserves the right to award the business in whole to one Applicant, in part to more than one Applicant or to make no award at all. The Authority is prepared to consider part bids as appropriate.

## Award of Contract

Submitted documents shall constitute an irrevocable offer to provide the Goods/Works or Services. Any acceptance of it by the Authority shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.

The successful Applicant shall conclude a formal Contract with the Council, which shall embody the Applicant’s offer. No Applicant may consider itself successful unless and until a formal Contract has been signed by a Duly Authorised Officer of the Authority and co-signed by the Applicant’s Authorised Officer.

The offer shall remain open for acceptance for a period of six (6) months from the closing date for the receipt of Submissions.

## Bribery Act

The Bribery Act 2010 modernises the law on bribery and came in to force on 01 July 2011. The Act requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>.

## Public Services (Social Value) Act

The Public Services (Social Value) Act 2012 brings in a statutory requirement for public authorities to have regard to economic, social and environmental well-being in connection with public services contracts in a way that is relevant to the subject matter of the contract and compliant with the Public Contracts Regulations 2006. It is important to note that this applies to Service contracts only and not to Works and Goods contracts. Applicants must note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

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| Understanding the Procurement Documentation |

## Structure of the Document

#### Structure and Explanation

This document is split in to five (5) volumes as follows:

|  |  |
| --- | --- |
| **Volumes for Information** | **Volumes for Completion and Return** |
| Volume One (1) Instructions and Information | Volume Three (3) Award |
| Volume Two (2) Specification | Volume Four (4) Financial Model |
|  | Volume Five (5) Forms |

For the avoidance of doubt only those Volumes numbered Three (3) to Five (5), inclusive, and the completed on-line Qualification questions require completion and Submission by the Applicant. The Submission of Volumes Three (3) to Five (5) and the completed on-line Qualification questions will be considered by the Authority to be a fully complete and official offer. Any Submissions made omitting any one or more of Volumes Three (3) to Five (5), or any of the requirements therein, or the on-line Qualification questions will be considered as incomplete and will be treated as such. Documents should only be completed in the format in which they currently appear and resubmitted in the original volumes as stated above. It is essential that Applicants do not re-format, re-brand or consolidate any of the volumes in accordance with their own standards on formatting in order to aid the Authority’s evaluation process. Applicants are expected to read, understand and agree to all Volumes of the document as it will in its entirety form part of the resultant Contract. A Submission checklist is enclosed in Volume Five (5) Forms for all Applicants to complete.

Further details on the on-line Qualification questions can be found at 5.3 Qualification of this Volume One (1) Instructions and Information.

The Contract Terms and Condition of Contract applicable to this opportunity can be found on the Supplying The South West e-Tendering portal. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the document return process as detailed at section 6.8 Return of Document of this Volume One (1) Instructions and Information.

## Study of the Document

Documents issued by the Authority to a prospective Applicant must not be passed on to a third party without the express permission of the Authority.

The Applicant is required to examine the documents and to obtain all information as it may require them to make a bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Submission. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information you provide will be relied upon as being true and accurate and will form part of the Contract for the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.

Applicants shall be deemed to have satisfied themselves before making their Submission as to the accuracy and sufficiency of the prices and rates as stated in Volume Four (4) Pricing Schedule which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect it’s bid.

The Applicant is responsible for obtaining all information necessary for the preparation of its bid and all costs, expenses and liabilities incurred by the Applicant in connection with it shall be borne by the Applicant.

## Completion of Documents

All entries such as rates, price totals or any other endorsements entered must be typewritten in English.

Applicants will answer all appropriate questions and sign (if possible) where specified. You may continue on a separate sheet where necessary. Applicants will clearly reference its replies and any supporting documentation.

Any pro-formas must be fully completed even if your organisation has previously submitted information. It is not sufficient to cross-refer to previous responses.

## Innovative Offers

Innovative offers may be made in addition to making a full and complete Submission. The Submission of an innovative offer will not be considered if the Applicant fails to make a complete Submission in the prescribed format.

## Alternatives and Variations

Should the Applicant wish to offer a variation or alternative to the Specification detailed within this document, including innovations to any Goods/Works or Services identified, please complete the Tender as described, answering the questions asked against the Specification provided at Volume Two (2) and submitting the relevant pricing within Volume Four (4) Pricing Schedule: the ‘standard bid’. Your alternative or variant bid should be prepared separately and submitted as such, giving clear details of your organisation’s departure from the specification or where your innovations alter other parts of the Tender, for example any Contract clauses or pricing. No alternative or variant shall be considered by the Authority without the Submission of a ‘standard’ bid.

## Discrepancies, Omissions and Enquiries concerning the Documents

Should the Applicant find discrepancies in, or omissions from, the documents, the Authority’s Procurement Representative shall be immediately notified by the Applicant.

## Errors and Omissions

Should any additions or deletions to the documents be considered necessary prior to the date for Submission, these will be issued by the Authority to Applicants and will be deemed to then form part of the documents; the Authority reserves the right to extend any date of Submission accordingly.

If the Authority discovers errors or omissions in the offer, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the offer made by agreement between the Authority and the Applicant shall be confirmed in writing by the Applicant to the Authority before final acceptance by the Authority.

## Return of Document

Documents must be returned electronically via the Supplying The South West Tenders e-Tendering portal. Should you experience any problems with Supplying The South West, please contact the support desk swsupport@due-north.com or call 0844 334 5204. This line is available between 08:30 and 17:00 Monday to Friday (excluding English bank holidays).

Submissions must be received in advance of the deadline in order to qualify as timely offers. As such, Applicants are urged to make their Submission well in advance of the stated time or date in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers on the same date at the same time, for example.

Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.

## Non Submission

If no offer is to be made, this must be indicated via the Supplying The South West portal. In order that the Authority can better understand its Applicant base, your comments regarding the reasons behind your non-Submission would also be appreciated. These can also be made via the Supplying The South West portal.

## Ownership

The documents which constitute the offer and all copies thereof are and shall remain the property of the Authority and save for the purposes of the bid, must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.

## Applicant’s Warranties

In submitting their offer the Applicant warrants and represents and undertakes to the Authority that it has not done any of the acts or matters referred to in Article 23 of the Public Contracts Regulations 2006 (as amended in 2009) and has complied in all respects with the requirements;

It has full power and authority to enter into the Contract and provide the Goods/Works or Services will if requested produce evidence of such to the Authority;

It is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted to the Authority) which may adversely affect such financial standing in the future.

## Authority’s Warranties and Disclaimers

The fact that an Applicant has been invited to bid does not necessarily mean that the Applicant has completely satisfied all the Authority’s criteria and the Authority may require further information as appropriate and assess this as part of the evaluation process.

The Applicant shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Applicant save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Authority to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.

Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Authority does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.

Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Authority be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or Submission of an offer.