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| torbaycouncil |
| **Part 1 Information** |
| **Contract Reference** |
| **TTDA118** |
| **Contract Title****SW Consultants Framework Call Off :****Design Team for a 100-120 Bedroom Hotel, Harbour View, Terrace Car Park, Torquay** |
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# Procurement Information

* 1. Background Information

Town Centre Regeneration is one of Torbay Council’s and the TDA’s most important transformation projects. It has two key objectives:

* To deliver and enable significant and successful regeneration of Torbay’s town centres, as a key part of Torbay’s overall growth and place making agenda; and
* To generate income to support the Council’s budget in order to deliver local services.

The first of these objectives is likely to take around 10 years and includes the development of key sites in all three of Torbay towns, the redevelopment and re-use of parts of Torquay, Paignton and Brixham town centres and, very importantly, improvements to the quality of public realm, buildings and streetscape. Together these make up a comprehensive and significant town centre regeneration programme.

In April 2017, the Council approved a Transformation Strategy for Torbay’s Town Centres (see <http://www.investintorbay.com/wp-content/uploads/2017/05/Transformation-Project-Town-Centre-Regeneration-Appendix-1.pdf>). This strategy blends the two key objectives, and ensures that town centre regeneration work can move forward with clarity, certainty, pace and consistency.

The Council has agreed that, wherever it can, it will lead the delivery of projects that make up Phase 1 of the Town Centres Transformation Strategy. This will help build investor and developer confidence in Torbay as well as generating revenue for the Council. To further illustrate the level of commitment to town centre regeneration, the Council agreed, on 19th October 2017, to set up a £25m Town Centre Regeneration Fund, from prudential borrowing, to commit to delivering this regeneration.

One of the key Phase 1 sites identified by the Council relates to the delivery of a 100-120 bedroom budget hotel at Harbour View (on part of the site currently occupied as a multi-surface car park, The Terrace Car Park, Torquay). The proposal is for the delivery of a turnkey 100-120 bedroom hotel at the western end of the car park, predominantly over the area currently used for accessing the multi-storey car park. A site location plan illustrating the boundary of the whole site including the car park is illustrated in Appendix 1 – Site and Project Details.

The car park is used by visitors and commuters and currently has 533 spaces (this includes around 35 spaces on the surface level car park accessed off Museum Road). In addition, 40 spaces are currently ‘block booked’ by an existing local hotel operator (Shearings). THAT Group is also looking to secure 60 ‘block booked’ spaces to serve the proposed Hampton by Hilton located to the south of the site on land between The Terrace and Torwood Street. The hotel operator for the proposed 100-120 bedroom budget hotel at the western end of Terrace Car Park is looking to secure up to around 100 spaces (which is to be confirmed). Collectively, this would result in around 250 spaces being retained for public use based on the current proposals. The Council is keen to develop a new hotel which adds value to Torbay as a visitor destination, makes a positive contribution to the townscape and retains as much car parking as possible.

The Council will build and lease the hotel to a well-known hotel operator; one of the UK’s leading providers of branded budget hotel accommodation. TDA, on behalf of the Council, is well advanced in terms of entering into Head of Terms with this operator. Initial concept designs have been completed and show that the scheme could deliver at least 100-bedrooms. Further detailed feasibility work has subsequently shown that 119-bedrooms could be delivered at the western end of the site (illustrated in Appendix 1 Site and Project Details). These detailed designs have been agreed, in principle, with the selected operator.

TDA (on behalf of the Council) is now seeking to appoint an experienced and knowledgeable design team to take the proposal forward to RIBA Stage 3 (i.e. to secure planning permission). A large element of RIBA 0-1 has been completed, and therefore, the anticipated work to support a planning application will primarily include RIBA Stage 2 and RIBA Stage 3 design work.

* 1. Minimum Requirements

Applicants must be able to demonstrate they will meet any Minimum Requirements set out in Part 2 Specification for the whole term of this Contract.

* 1. Contract Period

It is anticipated that the Contract will commence on 14 March 2018, or at date to be agreed, for a period of 1 year and may be extended for a period of up to 12 months or until the end of the allocated budget, subject to termination clauses within Terms and Conditions of Contract and as provided for in *72 Modification of contracts during their term* of the Public Contracts Regulations 2015.

The Contract Award and start dates will be subject to confirmation of lease arrangements with the selected operator.

* 1. Division of Contract into Lots

This Contract is not being divided into Lots. This is because it is not practical due to the nature of the Contract.

* 1. Contract Price

The price offered by the Applicant in Part 5 Pricing must be firm and fixed for the duration of the Contract. The schedule in Part 5 Pricing has been structured to enable pricing to be provided for the whole life of the Contract. Therefore no further price reviews will be available.

* 1. Procurement Timetable

The Authority proposes the following timetable for the award of the Contract:

|  |  |
| --- | --- |
| **Procurement Stage** | **Dates** |
| Tender Documents Published | 22 January 2018 |
| Clarification Question Submission Deadline | 29 January 2018 at 12:00 noon |
| Clarification Responses Deadline | within 5 working days |
| Tender Submission Date & Time | Friday 23 February 2018 at 12:00 noon |
| Evaluation Period | 26 February to 1 March 2018 |
| Contract Award Notification | 2 March 2018 |
| Contract Start (Inception Meeting) | 14 March 2018 |

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 Representatives will only respond to queries or questions in relation to this Tender opportunity through ProContract and are unable to respond to any questions raised verbally or by email.

### Authority Authorised Representative:

1. Nigel Mills – Town Centre Regeneration Manager, TDA
2. Pat Steward, Town Centre Regeneration Programme Director, TDA

Procurement Representative:

Joanna Pascoe, Procurement Category Lead, Torbay Council

# Procurement Process

* 1. Procurement Procedure

This procurement is being undertaken following a Further Competition process in accordance with the Directive (2014/24/EU) and implemented in the United Kingdom by the Public Contracts Regulations 2015 (SI 2015/102).

Torbay Council awarded a Framework Agreement called South West Consultants Framework with an OJEU contract notice reference number of 2016/S 046-076297 awarded on 6 January 2017.

* 1. Award

The Authority will only evaluate the Stage Two submissions of those Applicants who have expressed an interest in the tender and meet any mandatory requirements for Stage Two.

Applicants are required to complete and submit Part 4 Award Questionnaire, Part 5 Pricing and Part 6 Certificates and Declarations.

The Applicant’s response will be evaluated in accordance with the scoring methodology set out in section 2.3 below.

### Award Evaluation

The Award criteria have been designed to assess the Most Economically Advantageous Tender (MEAT) and the top scoring Applicant will be considered to have been successful.

Applicants are advised to ensure they have read and fully understand the criteria below, which will be used in the evaluation process:

| **Stage Two Award**  | **Evaluation Criteria** | **Main Criteria** | **Sub-Criteria** | **Threshold** |
| --- | --- | --- | --- | --- |
| **Part 4 Award Questionnaire and Part 5 Pricing Submission** | **100%** |  | **[%]** |
| Method Statements | The questions within this section will be assessed on a scoring basis. |  | 90% |  |
| Pricing | Applicants are required to fully complete Part 5 Pricing. The figure provided in Cell F28 will be used for evaluation purposes.Applicants with the lowest price will score maximum marks out of a possible 100 and Applicants submitting higher prices will be awarded marks proportionate to their distance from the lowest price. |  | 10% |  |

* 1. Scoring Methodology

Responses will be assessed on the following basis:

### Pass/Fail

Where evaluation criteria are being assessed as either a pass/fail, the response will be assessed as either a pass or a fail. Guidance as to the Authority’s minimum requirements in relation to what constitutes a pass or a fail can be found within each question.

Should an Applicant fail one or more questions, they will be considered to have failed the Tender process in its entirety and shall be deselected from participating further in this process and will be notified accordingly.

### One to Ten Scoring

Where evaluation criteria are being assessed on a scoring basis, a one to ten scoring system will be used in accordance with the guidelines in the table below. The scoring system 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 requirements of the specification.

|  |  |  |  |
| --- | --- | --- | --- |
| 0 | No response | No response |  |
| 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 |
| 2 | Very Weak | Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage |
| 3 | Weak | Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage |
| 4 | Fair - Below Average | Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it | Fair - Good |
| 5 | Fair – Average | Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level |
| 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 |
| 7 | Good | Good proposal/response that convinces the Authority of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail |
| 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 |
| 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 |
| 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  |

# Tender Requirements

* 1. Communication

**All** communication between the Authority and Applicants will take place through ProContract, this includes but is not limited to:

1. clarification questions;
2. submission of Confidentiality Agreements and issue of confidential Documents;
3. requests to participate in site visits;
4. suggestions and queries in relation to the Terms and Conditions;
5. post tender clarification questions;
6. invitations to demonstrations, interviews or presentations; and
7. outcome notification letters.

**Please Note:** Applicants are responsible, at all times during the Tender process, for checking whether any messages or amendments have been issued and should not rely solely upon automatic notification from ProContract.

* 1. Tender Clarification

**Please Note:** The Authority will only accept clarification questions, including queries or suggestions on the Terms and Conditions, during the clarification period stated in the Procurement Timetable, unless the question is directly related to a response issued by the Authority on or after the deadline for submission of questions.

The Authority will not negotiate on of any of the substantive terms of the Documents.

Responses to clarification questions will be provided to all Applicants except where the question:

* 1. is innovation based, in which case the response will only be provided to Applicant who raised the question; or
	2. relates to confidential Documents, in which case the response will only be provided to Applicants who have submitted a Confidentiality Agreement.

The Authority will endeavour to respond to clarification questions within 5 working days of the date the question is submitted, or the next working day if the question is submitted on a non-working day.

The identity of Applicants raising questions will remain confidential.

Applicants are responsible for ensuring they read and understand all of the responses to questions that have been raised.

Applicants will need to register an interest in the Tender in order to access responses to clarification questions or receive communications from the Authority regarding amendments to the Documents.

* 1. Amendment to Documents

Amended Documents will be made available in both the publicly accessible opportunities area of ProContract and within the tender opportunity itself, except where the amendment relates to a confidential Document. Where necessary the Tender Submission deadline will be extended to enable Applicants time to take these changes into account.

Where the amendment relates to a confidential Document the amended Document will only be shared with those Applicants who have submitted a Confidentiality Agreement.

Amended Documents will form part of the resultant Contract.

**Please Note:** Applicants are responsible for ensuring they have read all communications and the amended Documents and will be considered to have taken any amendments into account when preparing their submission.

* 1. Post Tender Clarification

Post tender clarification will be for the purposes of clarifying or supplementing the content of an Applicant’s submission or the Authority’s requirements where this would not be discriminatory to other Applicants. Questions may be issued to one, some or all Applicants as appropriate.

Where post tender clarification results in substantial modification to the Contract the Authority reserves the right to restart or abandon the Tender process.

**Please Note:** Failure to respond to post tender clarification questions in a timely manner may result in the Applicant’s Tender being rejected.

* 1. The Tender Documents

The Documents are and shall remain the intellectual property of the Authority. Applicants may only copy or reproduce the Documents for the purposes of their response. If no response is submitted the Applicant shall delete any documents downloaded.

Where an Applicant identifies an error or omission within the Documents they should immediately notify the Authority through ProContract. The Authority will then rectify the error or omission and re-issue any amended Documents.

Any Documents considered by the Authority to be of a confidential nature will not be made publicly available. Applicant are responsible for ensuring that confidential Documents are treated as such, are used only for the purposes of this tender and are not disclosed in whole or part to any 3rd party without the Authority’s prior written consent.

Applicants can access confidential Documents by completing and submitting the Confidentiality Agreement through the ProContract Messaging Facility.

The Authority may reproduce the whole or any portion of submitted Tenders for the purpose of tender evaluation.

* 1. Preparation and Completion of Tenders

Applicants are responsible for ensuring they fully understand the requirements and have all the information they need to enable them to submit a response, within the time required. The Authority will not accept any claims related to an Applicant’s failure to read and understand the Documents.

Applicants are responsible for meeting any costs, expenses or liabilities incurred in connection with this process, including if it is terminated or amended by the Authority. The Authority will not be responsible, nor will they pay for any expense or loss which may be incurred by Applicants in the preparation of their Tenders, or any other aspect of the Tender process.

Applicants are advised to note the following when completing their response:

1. all entries including responses to questions, rates, price totals or any other endorsements must be typewritten in English and in £ sterling. Handwritten responses will not be accepted;
2. responses must be submitted in the documents as provided or on-line where required;
3. the format and layout of the response documents must not be altered;
4. 6 Certificates and Declarations may be submitted in pdf format, but all other response documents must be submitted in the form issued;
5. responses should be made in full and should not refer to information provided elsewhere in the Submission;
6. where a word or page limit has been set any portion of the response which exceeds that limit will not be evaluated;
7. supporting documents / appendices will only be evaluated where these have been permitted within the response;
8. appendices, where permitted, must be clearly referenced within the response;
9. where a question does not apply to an Applicant they should clearly state N/A in the response section;
10. individual evaluators may not evaluate the entire response and the evaluation panel may include other stakeholders, such as partner organisations or people who use Council services;
11. do not make any assumptions about your past or current supplier relationship with the Authority or to assume that such prior relationships will be taken into account in the evaluation procedure;
12. all Documents must be completed in full and signed where required.

**Please Note:** Failure to complete or submit any of the Documents in accordance with the Authority’s requirements may result in the Tender being rejected.

As arrangements relating to consortium bids or sub-contracting may change Applicants should respond on the basis of the arrangements envisaged at the time the Tender is submitted. The Authority must be notified immediately of any changes or proposed changes in relation to the bidding model, so that a further assessment against the selection criteria can be made. The Authority reserves the right to deselect the Applicant prior to any award of contract, based on an assessment of the updated information.

Where the Applicant is relying on the capacity of a consortium member or sub-contractor and that organisation does not meet any relevant selection criteria the Authority reserves the right to require the Applicant to replace the organisation with an alternative.

Before submitting any documentation, Applicants need to understand the nature of the transparency commitments for tenders and contracts and the scope of the Authority’s ability to withhold material. What will be disclosed does not differ from that currently disclosable under Freedom of Information legislation, but Applicants must ensure they understand the limitations on Freedom of Information exemptions for confidentiality and commercially sensitive information. **Please Note:** Applicants are requested to clearly identify any documents they consider to be commercially sensitive either during the tender process or after conclusion of the Contract.

**Please Note:** Applicants are expected to read, understand and confirm their acceptance of the Terms and Conditions before submitting their Tender. Applicants cannot reserve the right to comment or negotiate on them at a later date.

* 1. Submission and Opening of Tenders

Applicants should submit all documentation electronically through ProContract (www.supplyingthesouthwest.org.uk) using the Response Wizard as directed in the ‘Supplier Guide’ located in the help section or in Appendix A ProContract User Guide.

Applicants are responsible for ensuring:

1. they have submitted all of the required documents in the correct format;
2. their response is submitted by the deadline. **Please Note:** any submissions classified by ProContract as late will be rejected.

In the event the Authority is made aware of any technical issues with ProContract, which may prevent Applicants from meeting the submission deadline, the deadline will be extended.

Where an Applicant decides not submit a Tender the Authority requests this is done by formally ‘Opting Out’ through ProContract, giving the reasons for non-submission. The Authority may contact Applicants who have expressed an interest but have not submitted a Tender, in order to understand their reasons for non-submission.

An Applicant’s submitted Tender will constitute an irrevocable offer to provide the required goods, services or works.

### Technical Support

Any Applicants who experience problems with ProContract should contact the support desk:

**ProContractSuppliers@proactis.com**

Or click on the Help link at the bottom of the web page.

**Please Note:** If your issue is time sensitive call:

**0330 005 0352**

This line is available 09:00 to 17:30 Monday to Friday (excluding English bank and public holidays).

All Tenders will remain electronically sealed until the Submission deadline, when they will be unsealed, in the presence of an independent Verifier and a member of the Procurement Team.

* 1. Rejection of Tenders

The Authority will only reject Tenders where rejection is without prejudice to any other civil remedies available to the Authority or any criminal liability which the Applicant’s conduct may attract.

The Authority will reject any Tender where:

### submission was made after the date and time specified on the documents;

### submission was not made through ProContract;

### the Applicant’s price exceeds the Authority’s declared budget;

### the Applicant has not accepted the Authority’s Terms and Conditions. Please Note: the Authority will seek clarification from the Applicant prior to rejecting the Tender;

### the Applicant acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation); or

### the Authority has become aware at any point that the Applicant has been afforded a competitive advantage or has a conflict of interest that cannot be rectified.

The Authority may at its absolute discretion reject any Tender where:

### the price has been assessed as being abnormally low (see *3.9*);

### it is considered by the Authority to be incomplete (see *3.10*) or vague;

### it is not in accordance with the required format;

### the Applicant alters the Documents in any way or misrepresents itself in terms of any previous information provided;

### the Applicant does not respond to post tender clarification questions in a timely manner;

### the tender has been qualified in any way; or

### it is in breach of any condition contained within it.

* 1. Abnormally Low Tenders

Where an Applicant’s price has been assessed as being abnormally low the Authority will require the Applicant to explain the price proposed and will assess the explanation in accordance with the guidance set out in the Public Contracts Regulations 2015. The Tender will only be rejected where the evidence provided does not satisfactorily account for the low price or where the Applicant has obtained State Aid that has resulted in a distortion in competition.

Advice in assessing the explanation may be sought from the Authority’s Corporate Finance section.

* 1. Incomplete Tenders

Tenders will be considered incomplete where the Applicant has not:

### submitted all of the required documents, including any supporting information requested;

### fully completed all of the Documents required;

### responded to all of the questions; or

### submitted the Documents in the required format.

* 1. Evaluation and Award

All accepted Tenders will be evaluated in accordance with the evaluation criteria set out in the Documents.

The Authority will only complete a full evaluation of accepted Tenders which meet all of the mandatory requirements as set out within the Documents.

The evaluation will be carried out by an Evaluation Panel and will be moderated by a member of the Procurement Team.

**Please Note:** Not all Panel members may assess every question, but all Tenders will be evaluated in the same manner and by the same Panel. Evaluation Panels may not comprise solely of the Authority’s Officers, but may also include other key stakeholders, such as partner organisations and people who use Council services.

On completion of the evaluation process approval to award the Tender will be sought in accordance with the Authority’s approval procedure.

The Authority is not bound to make any award of Contract. If the Contract is awarded it will be on the basis of the most economically advantageous tender, which may not be the lowest price offered.

All Applicants will be notified of the Tender outcome at the same time, whether this is to award or not to award the Contract. Notification will be through ProContract.

**Please Note:** Applicants will be advised through ProContract of any changes to the decision date.

The Authority will comply with the requirements of *Regulation 87 Standstill period* of the Public Contracts Regulations 2015.

* 1. Legal and Contracting Arrangements

Information supplied by the Authority as part of the tender process is supplied in good faith and Applicants must satisfy themselves as to the accuracy of such information. The Authority accepts no responsibility for any loss or damage arising from the use by Applicants of such information. All information issued to Applicants must be treated as confidential.

Applicants must ensure that they are fully familiar with the nature and extent of the obligations that they will take on if their Tender is accepted.

This Tender will be run in accordance with the requirements of regulations *24 Conflicts of interest* and *41 Prior involvement of candidates or tenderers* of the Public Contracts Regulations 2015.

Where the successful Tender is on behalf of a consortium the Authority may require the consortium to assume a specific legal form or require joint liability for the execution of the Contract, where this is considered necessary for the satisfactory performance of the Contract.

The information provided by Applicants will be relied upon to be true and accurate and will form part of the Contract with the successful Applicant. **Please Note:** If any of the information provided by an Applicant is found to be inaccurate the Applicant may be excluded from further participation in this or any future Tender issued by the Authority and could lead to termination of any resultant Contract.

In submitting a response Applicants will be confirming to the Authority that:

1. they have satisfied themselves of the accuracy and viability of all prices or rates stated within their response;
2. all prices or rates quoted will (unless otherwise provided for in the Contract) cover all of the Applicant’s obligations under the Contract;
3. they have obtained all of the necessary information in relation to risks; contingencies or any other circumstances which reasonably influence or affect its their bid; and
4. their Tender is accurate and sufficient.

The Authority may, at its absolute discretion, extend the closing dates and times by amending the Tender on ProContract. Prospective Applicants will receive notification of the change of submission date and time. Unless any such extension has been granted, Tenders submitted after the submission dates and times will not be considered.

The Authority may, at its sole discretion, terminate the tendering procedure at any time. If such action is taken, Applicants will be notified through ProContract.

The Authority reserves the right to restart or abandon the Tender process where the lowest price submitted exceeds its estimate or available budget.

The Applicant’s offer shall remain open for acceptance for a period of 12 months from the closing date and may be extended by mutual agreement.

**Please Note:** if the successful Applicant does not accept the Terms and Conditions as drafted the Authority reserves the right to withdraw the Contract award and class the submission as non-compliant.

Any acceptance of the Tender by the Authority will be communicated in writing to the Applicant and upon that acceptance the Contract shall become binding on all parties.

Prior to issuing the Contract the Authority will require the successful Applicant to provide evidence of compliance with any Contractual requirements, such as insurances, disclosure and barring service checks and policies and procedures. **Please Note:** If the successful Applicant is unable to provide this evidence the Authority reserves the right to withdraw the Contract award and class the submission as non-compliant

The successful Applicant will not be allowed to commence performing the Contract prior to the formal Contract documents being signed by both parties, unless written agreement to do so has been given by the Authority’s Legal Service.

1.

# Glossary

## Tender Documents

The following documents, together with the Appendices and Links at 0 below, form the tender documents:

| **Document** | **Purpose** | **For Completion and Submission** |
| --- | --- | --- |
| Part 1 Information | Contains information on the procurement process and instructions on how it will be conducted.  | No |
| Part 2 Specification | Contains Authority’s requirements in relation to the goods, services or works being procured. | No |
| Part 3 Selection Questionnaire | Not Used | N/A |
| SQ Part 1 and 2 Declaration | Not Used | N/A |
| Part 4 Award Questionnaire | Contains the Award Questions and may include mandatory requirements, method statements and/or technical questions. | Yes |
| Part 5 Pricing | Contains the Applicant’s pricing proposals for this Tender. | Yes |
| Part 6 Certificates and Declarations | Contains the Certificates and Declarations which all Applicants must conform to. | Yes |
| Terms and Conditions of Contract | Contains the terms and conditions under which the resultant Contract will operated under | NoApplicants are required to confirm acceptance as part of their response |

##

## Appendices and Links

*Use this section to list any appendices or links to useful websites/information*

### Appendix A ProContract User Guide

### Appendix 1 - Site and Project Details

### [Appendix C Base Data of Staff]

### [Appendix D Actuary Report]

### [Appendix E [Demonstration / Interview / Presentation] Requirements]

##

## Definitions

| **Term** | **Definition** |
| --- | --- |
| **Applicant** | An organisation that may respond to this Tender. |
| **Authority** | Torbay Council. |
| **Authority Authorised Representative** | The Officer leading the Tender process on behalf of the Authority who will be responsible for managing the resultant Contract. |
| **Award** | The process by which the Authority will determine the successful bidder in accordance with *Regulation 67 Contract award criteria* of the Public Contracts Regulations 2015. |
| **Award Questions** | 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. |
| **Bidding Model** | The Applicant’s proposals relating to any consortia or sub-contracting arrangements that will be put in place in order to deliver the Contract. |
| **Confidential Information** | Any information or documents which the Authority considers is of a confidential nature and which will only be made available to Applicants who sign and submit a Confidentiality Agreement. |
| **Consortia/Consortium** | Two or more persons, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract in accordance with *Regulation* *19 Economic operators* of the Public Contracts Regulations 2015. |
| **Contract Term** | The length of the Contract including extensions, if available. |
| **Contracting Authority** | Torbay Council and any other Authority on whose behalf Torbay Council may be working. |
| **Contractor** | The Applicant awarded the Contract culminating from an offer to supply accepted by the Authority. |
| **Messaging Facility** | The area within ProContract where Applicants submit clarification questions and Confidentiality Agreements during the tender process and through which the Authority will post its replies. |
| **Documents** | All of the tender documents in relation to this Tender. |
| **Eligible Users** | Any organisation given access to the Contract resulting from this Tender. |
| **Lead Applicant** | The organisation leading the bidding process on behalf of its consortia or sub-contractor partners. |
| **Lot** | 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. |
| **Official Purchase Order** | The Authority’s Official Purchase Order, to which these conditions apply. |
| **ProContract** | The e-tendering portal through which the Authority advertises opportunities and conducts Tenders. |
| **Price Review Mechanism** | The mechanism that will be used during the life of the Contract to review and vary the price. |
| **Procurement Representative** | The Procurement Officer who is leading the procurement process on behalf of the Authority |
| **Public Contracts Regulations** | The UK legislation concerning public procurement, which can be found at: [www.legislation.gov.uk](http://www.legislation.gov.uk). |
| **Relevant Tax Authority** | The organisation responsible for administering tax policy in the country in which the Applicant’s organisation is established. |
| **Standstill** | The period, as set out in Regulation 87 of the Public Contracts Regulations 2015, immediately following notification of the award decision to Applicants during which the Authority must not enter into the Contract. |
| **Supplying the South West** | Means the same as ProContract. |
| **Tender** | The invitation to bid for this Contract; and / orThe Applicant’s response to this tender opportunity. |
| **Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)** | The regulations which govern how employers must 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. |