



# **MAR0043 Studio School Conversion**

## **Tender for Design Team**

### **Volume 1 – Instructions and Conditions of Tender**

Applicants should read this document first

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# Information and Instructions

## Section 1 – About the University

### 1.1 The University

- 1.1.1 At the forefront of transformative education for 180 years, Plymouth Marjon University (PMU) is a highly respected small university, currently ranked first in England for student satisfaction (Complete University Guide, 2023). Our values of humanity, ambition, curiosity, and independence mean that we believe in others and care about the success of our students and apprentices.

## Section 2 – About the Tender

### 2.1 The Tender

- 2.1.1 Following a review of the campus buildings and assessment of their use the University has initiated a Space Utilization Plan. This will, in the long term, result in more efficient use of the space available and create a series of activity based 'Hubs' covering academic, student support and professional services. As part of the Plan, the Academy Studio School, situated on the Northern edge of the campus, was purchased from the Department for Education in early 2023. The building was constructed in 2015-16 and only used as a school for a short time. Since then it has not been in operation and the limited records available to the University suggest minimal maintenance work or compliance checks have been undertaken. There are some obvious signs of deterioration such as water ingress and corrosion which will need to be addressed as part of the University's proposed conversion works.

- 2.1.2 The main focus of the project is to convert the building to become the home for the University's social and Applied Sciences and covers the following subjects;

- Business
- Criminology
- Forensics
- Journalism & Media
- Psychology

A general list of work is provided in Appendix B, however, in outline the conversion will consist of providing the following spaces;

- Teaching
- Laboratories/Research
- Student social learning
- Academic neighbourhood
- Potential conferencing facilities

2.1.3 The University now wishes to appoint a suitably qualified and experienced professional design team to complete the project. A Scope of Service is outlined below and in more detail in Appendix A.

2.1.4 It is the aim of the University to appoint a single Lead Consultant with the Lead Consultant employing all of the remaining design team on a sub-contract basis. **The fee submitted in Schedule 1 – Price, is to cover payment of the whole design team.**

2.1.5 Full details around the Tender can be found in the following documentation:

- Volume 1 Information and Conditions of Tender (this document)
- Volume 2 Applicant Response (Tender)
- Schedule 1 Price
- Appendix A Scope of Service
- Appendix B Outline Schedule of Works and drawings
- Appendix C NEC Contract data

2.1.6 This is a request to submit a fixed price tender for specified consultancy work to complete the project.

2.1.7 The budget for the Construction works is £350,000 exc. VAT.

2.1.8 The project timeline is set out below. This is of necessity compact as students do not vacate until the beginning of July and new students arrive mid-September.

Programme Stage	Dates (Completion of Stage)
Initial meeting with Design Team	24 August 2023
Design, specification and tender documents complete	13 October 2023
Works Contract issue	20 October 2023
Works Contract tender submission/return	24 November 2023
Works Contract Award	15 December 2023
Works Contract commencement	8 January 2024
Works Contract complete	19 July 2024
Handover & commissioning	26 July 2023
University Fit-out/equipment installation	30 August 2024
Facilities available for Students	16 September 2024

## 2.2 Contract

- 2.2.1 The contract will be let utilising the NEC Professional Service Short Contract form. The contract data is provided in Appendix C.
- 2.2.2 The commission is for the design, contract administration and supervision of the works based on the scope of service as detailed in Appendix A and the outline list of potential works in Appendix B. **As such, although the University will be directly appointing only the Lead Consultant, the Fee submitted is to include the appointment of all necessary disciplines/roles required to complete a commission of this nature on a sub-contract basis to the Lead consultant.**

## 2.3 Insurance Levels

### 2.3.1 Employer's Liability Insurance

The University's minimum requirement for Employer's Liability Insurance is **£5m**.

### 2.3.2 Public Liability Insurance

The University's minimum requirement for Public Liability Insurance is **£2m**

### 2.3.3 Professional Indemnity Insurance

The University's minimum requirement for Professional Indemnity Insurance is **£2m**

This must include cover to act as the Principal Designer as defined by the CDM Regulations. If the Lead consultant is not to act as the Principal designer the organisation which is fulfilling the role must confirm their insurance does include cover to do so.

## **Section 3 – About the Procurement Process**

### 3.1 Procurement Procedure

- 3.1.1 The Selection Questionnaire (SQ) sets out the information required by the University in order to assess the Applicant's suitability in terms of their technical knowledge, experience, capability / capacity, organisational and financial standing to meet the requirements.

### 3.2 Instructions for Completion

- 3.2.1 All responses must be in English and costs submitted are to be presented in GBP, exclusive of VAT, but inclusive of all other costs where not stated in the Pricing schedule.
- 3.2.2 Where details are provided by the Applicant in literature that they submit in connection with the response, they must ensure that clear cross-references are given to the University.
- 3.2.3 Any information relating to the University and supplied by the University shall be kept by the Applicant in strictest confidence.
- 3.2.4 Applicants are advised that the University is not bound to accept the lowest tender submitted, nor to reimburse any expense incurred during the process.

3.2.5 Please ensure that your tender submission is submitted to the email address as stipulated in Volume 2 and in line with the submission deadline. To ensure a compliant tender is submitted the following information is required:

3.2.5.1 Completed Volume 2 which includes Section 2 – Supplier Questionnaire, Section 3 - Quality Response (if required), Section 4 - Certificates and Declarations duly signed by the Applicant

3.2.5.2 Completed Schedule 1 - Price

3.2.6 **To ensure information is recorded correctly and bids can be fully evaluated please start any message header with MAR0043 Studio Consultant**

### 3.3 Clarification Process

3.3.1 All clarification enquiries should be directed to the University as shown below and by no later than the date indicated in the Procurement Timetable.

3.3.2 Bidders must not contact any officer or University staff in relation to this invitation to tender. Any attempt to do so could result in that bidder being disqualified from this tender process.

3.3.3 Applicants are advised that where such enquiries have been made, and it is appropriate to do so, the University will provide access to all Applicants and interested parties a copy of the Clarification and the written reply, with anonymity preserved.

3.3.4 The process for providing updates on Clarification will be via publishing updates on the University's website where the tender is published and via Contracts Finder. In addition, Applicants and interested parties are asked to provide their contact details to the Authorised Representative whereby the University will endeavour to provide relevant updates.

3.3.5 **To ensure information is recorded correctly and bids can be fully evaluated please start any message header with MAR0043 Studio Consultant**

### 3.4 Site Visit

3.4.1 It is recommended that applicants visit site prior to submitting a bid to ensure the applicant has a full understanding of the scope of the proposed commission. Any request for additional monies due to a lack of understanding of the site will not be accepted. Contact to arrange a site visit must be made through the University Representative

### 3.5 University Representatives

3.5.1 No person in the University's employ or other agent, except as so authorised by the University Authorised 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 University. All queries/clarifications should be sent via the University's tenders@marjon.ac.uk email address. Applicants should also note the information provided in section 4.8.

**To ensure information is recorded correctly and bids can be fully evaluated please start any message header with MAR0043 Studio Consultant**

### 3.6 Format of Response / Submission

- 3.6.1 The response must be delivered by no later than the time and date stated on Volume 2 Applicants Offer.
- 3.6.2 When submitting your response, please be aware of the speed of Internet connection, system configuration and general web traffic that may impact time required to complete the transaction. Loading and submitting of the tender must be completed by the submission deadline.

### 3.7 Validity Period

- 3.7.1 The Tender response must remain valid for acceptance for a period of 90 days from return date.

### 3.8 Procurement Timetable

- 3.8.1 This procurement will follow a structured and transparent process, to ensure that all Applicants are treated equally. The key dates for this procurement are anticipated to be as follows:

Procurement Stage	Applicable to	Dates
Tender advertised	ITT	28 July 2023
Latest date for Clarification questions to be submitted by	ITT	15 August 2023
Clarification responses to be issued by	ITT	16 August 2023
<b>Tender Return Deadline (09:00 hrs)</b>	<b>ITT</b>	<b>18 August 2023</b>
Evaluation / Moderation	ITT	21 August 2023
Contract Award	ITT	21 August 2023
Initial meeting with Consultancy team		24 August 2023

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

### 3.9 Evaluation Approach

- 3.9.1 Bids will be evaluated in two parts: Selection and Award
- 3.9.2 The University will first evaluate is the Selection Questionnaire (SQ) response (if applicable). Applicants not satisfying the elements of the SQ will be excluded from the remainder of the process and their bid shall not be considered further. Applicants who satisfy the SQ stage (if applicable) will have the remainder of their bid evaluated in accordance with the Award Criteria.

### 3.10 Selection Questionnaire

- 3.10.1 Selection is the process by which the University is able to assess the suitability of the Applicant to undertake work on behalf of the University. The questions asked within Selection



Questionnaire are compliant with Regulation 57 of the Public Contracts Regulations 2015.

- 3.10.2 The University requires all Applicants to complete all sections of the Selection Questionnaire included within Volume Two (2) Applicant's Offer in accordance with the submission requirements outlined within this Volume One (1). Any Applicants who do not fully meet the requirements of or misrepresent any information or evidence provided in relation to Regulation 57 may be excluded from further consideration.
- 3.10.3 The Applicant's responses to the Selection questions should be succinct, concise and as brief as possible and self contained not referring to additional documents or other supporting statements other than the European Single Procurement Document (ESPD). The University will accept submission of the following parts/sections of the ESPD as part of any submission:
- i. ESPD Part II (A,B,C,D)
  - ii. ESPD Part III (A,B,C,D)
- 3.10.4 Where Applicants choose to submit all or any part of the ESPD in place of an element required in the Selection questions this must be clearly identified and referenced by the Applicant. Any ESPD responses will be assessed in the same way as any other response.

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

- 3.10.5 This standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation.
- 3.10.6 A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. **Only the organisation leading the bid, the 'Lead Consultant' is required to provide a completed Part 1 and Part 2.**
- 3.10.7 NOT USED
- 3.10.8 Alternatively, you can submit the completed Exclusion Grounds of the [EU ESPD \(Part III\)](#) as a downloaded XML file as an appendix to your Submission.

**Supplier Selection Questions: Part 3**

- 3.10.9 If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.
- 3.10.10 If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

- 3.10.11 If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the

contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

The University proposes to use the following criteria to evaluate Selection Questionnaire submissions. For all criteria, where the University rules that an Applicant is suitable to progress with the procurement process the Applicant shall be judged to have received a 'Pass' the element of the evaluation process. Where the University rules that an Applicant is not suitable to progress with the procurement process the Applicant shall be judged to have received a "fail" in the element of the evaluation process. The University's professional judgement is final. In the event of the Applicant being awarded a 'fail' the Applicant will be eliminated from the procurement process.

Section	Title	Type of Question	Weighting (%)
<b>Part 1</b>	Potential supplier information	Information only	Not evaluated and scored
<b>Part 2</b>	Exclusion grounds (Mandatory and Grounds for discretionary exclusion)	Pass/fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
<b>NOTE ON EVALUATION:</b> Reference will be made to Crown Commercial Services Procurement Policy Note: Standard Selection Questionnaire (SQ) Action Note 8/16, 9 September 2016 – Appendix C. <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/558531/PPN_8_16_StandardSQ_Template_v3.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/558531/PPN_8_16_StandardSQ_Template_v3.pdf</a>			
<b>Part 3 Section 4</b>	Economic and financial standing	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
<b>NOTE ON EVALUATION:</b> In addition, the University will carry out a financial check on the Applicant. The financial check may occur as part of the procurement process or at contract award. The University reserves the right to use the services of an independent third party to assess the financial standing / appraisal.  If undertaking a credit check it shall yield a position of risk for the organisation the University will obtain an Experian credit rating report of each organisation that submits a compliant Selection Questionnaire. The credit rating scores (referred to as "Experian Scores") will be evaluated as set out below and is a "Pass / Fail" question.			
<b>PASS / FAIL</b> (demonstrated by Experian Score)	<b>Description</b>		

FAIL	Poor solvency, financial strength and economic standing demonstrated of between 0 to 40 is unacceptable to the University
PASS	Acceptable solvency, financial strength and economic standing of between 41 to 100 is acceptable to the University

If the Experian Score is returned with a figure of 41 or above, then the Applicant shall be deemed to have passed this element of the evaluation process.

If the University is unable to obtain a credit score or the score returned is 40 or below the University shall form a review of the Applicant's accounts available from Companies House. If company accounts are not available, then the University shall request the Applicant to submit the financial information as indicated by the Applicant's response in Question 4.1 to verify the Applicant's economic and financial standing. Using this evidence, the University will determine an Applicant's suitability, taking all of the available facts into account including the subject matter of the Contract and the risk factors inherent to it.

<b>Part 3 Section 5</b>	Consortia / sub-contractors	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
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**NOTE ON EVALUATION:** In the event that the Applicant is looking to work with and utilise others then the University will be seeking clarity around how any consortia / sub-contract relationship would work. The University would be looking to ensure that there is a clear legal relationship in relation to Consortia / sub-contractors (including roles and responsibilities for what parts of the work), those partners are reputable, and that any arrangement does not expose unnecessary risk to the University. The University would be seeking a clear understanding on how any formal contract with the Applicant would work to ensure that it is a legal entity. Where the legal status cannot be made clear, or in the case where it is deemed the consortia / sub-contract relationship presents unnecessary risks then it will be deemed a "fail".

<b>Part 3 Section 6</b>	Technical and professional ability	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
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**NOTE ON EVALUATION:** The University will be looking for evidence the Applicant who can demonstrate experience in the successful delivery of similar contracts to clients through formal contract arrangements.

The University will be looking for evidence to support that the Applicant have proven experience of providing similar professional services at a scale, size and scope similar to the project under consideration through this tender process.

The response should include demonstrating successful engagement with clients, key external stakeholders and interest groups, understanding and application of sound project/programme management principles, and the logistical knowledge to deliver projects/programmes on time, to budget and to the expectations of the client and key stakeholders.

**Additional Questions** (For completion by the Lead Consultant Only)

Tenderers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Part 3 Section 8			
8.1	Insurance	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
<p><b>NOTE ON EVALUATION:</b> The University would be seeking confirmation that the required insurance and levels of insurance exist and that it will be maintained during the contract. In the case that they do not currently exist the applicant must confirm that the required levels of insurance can be obtained. If this cannot be demonstrated, then this would be deemed a "fail".</p> <p>If the Lead consultant is not undertaking the role of Principal Designer then the sub-consultant which is undertaking the role must confirm their Professional Indemnity Insurance covers the role of Principal Designer.</p>			

Part 3 Section 8			
8.5	Health & Safety Management	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
<p><b>NOTE ON EVALUATION:</b> The University will be looking for evidence to support that the Applicant has robust processes to ensure Health and Safety arrangements are in place and as such the Applicant has a positive track record in ensuring Health and Safety in a suitable market sector. This would include experience as acting as Principal Designer in relation to the Construction (Design and Management) Regulations.</p> <p>Suitable evidence may also include accreditation with one of the Safety Schemes in Procurement (SSIP) scheme.</p> <p>Where the Applicant has had previous situations of failings and remedial matters around Health and Safety, the University will want to understand the severity of these failings, what lessons have been learned and what remedial measures / lessons have been put in place. Where the failings are deemed significant and / or the Applicant cannot provide assurances to future practices then this shall be deemed a "fail".</p>			
Part 3 Section 8	Equal Opportunity and Diversity Policy and Capability	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be

			evaluated and they will be eliminated from the process.
<b>NOTE ON EVALUATION:</b> The University will be looking for evidence to support that the Applicant robust processes to ensure Equality and Diversity arrangements are in place. The University will want to understand Equality and Diversity matters are part of how the Applicant operates. Where the failings are deemed significant and / or the Applicant cannot provide assurances to future practices then this shall be deemed a “fail”.			

<b>Part 3 Section 8</b>	Modern Slavery Act 2015	Pass/Fail	In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process.
<b>NOTE ON EVALUATION:</b> If a relevant organisation, then the University would be seeking evidence that the Contractor is compliant with the Modern Slavery Act. If the organisation is a relevant organisation and not compliant then this would be deemed a “fail”.			

### Information Only Questions

3.10.12 These must be completed but will be used for information purposes only and not scored. However, failure to provide sufficient information as requested may still lead to disqualification for non-compliance. It is important that where a question does not apply this is recorded as ‘Not applicable’ or ‘None’ in the spaces provided.

3.10.13 Where sections are scored as being ‘**Pass / Fail**’ the following definitions will apply:

Definition	Criteria
Pass	Demonstration of a clear response given with good level of detail and evidence to support the response from the Applicant in line with and applicable to the Selection Questionnaire question.
Fail	A limited, or non-complete response from the Applicant and / or not relevant or demonstrating the expectations as set out and applicable to the Selection Questionnaire question.

3.10.14 In the event of a supplier being awarded a ‘fail’, the remainder of their submission (including evaluation of the actual tender response) will not be evaluated and they will be eliminated from the process.

### 3.11 Award Criteria

3.11.1 Award is the process that considers the extent to which the Applicant's Bid delivers the Most Economically Advantageous solution to the University's requirements and as such Applicants responses to the questions asked should give a clear indication of what the organisation is offering for the quoted price.

3.11.2 The following Award criteria and weightings will be applied in the evaluation of the Applicants response:

Evaluation Criteria Breakdown	Means of Evaluation
	Main Criteria
Criteria: Price	100%

### 3.12 Commercial / Price Evaluation

3.12.1 The Pricing Document contains the details and requirements relating to the price element of this Tender. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc for the Applicant's to return as part of their response.

3.12.2 Price shall be evaluated using the following scoring methodology, with the Tenderer's prices being scored on a comparative basis. This will be done by recording the lowest price submitted by any of the Tenderers, then for each Tenderer, dividing this lowest price by the Tenderers' price and then multiplying it by the allocated weighting. The equation set out below explains this in a simpler way:

$$(\text{Lowest Price} \div \text{Tenderer's price}) \times \text{Weighting} = \text{Score}$$

## **Section 4 – Conditions of Tender**

### **4.1 University's Warranties and Disclaimers**

- 4.1.1 The fact that an Applicant has been invited to bid does not necessarily mean that the Applicant has completely satisfied all the University's criteria and the University may require further information as appropriate and assess this as part of the evaluation process.
- 4.1.2 The Applicant shall have no claim whatsoever against the University in respect of such matters and in particular (but without limitation) the University shall not make any payments to the successful Applicant save as expressly provided for in the (Call-Off) Contract and (save to the extent set out in the (Call-Off) Contract) no compensation or remuneration shall otherwise be payable by the University to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.
- 4.1.3 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 University does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The University 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.
- 4.1.4 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.
- 4.1.5 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 University 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.

### **4.2 Relevant and Associated Legislation, Directives and Codes**

- 4.2.1 This is a Tender being conducted under Public Sector procurement rules and Regulations. The Applicant shall ensure that they are aware of their obligations and comply with all relevant Legislation and Regulatory matters, plus the obligations placed on the University, particular reference shall be taken to the following Legislation:

Public Contracts Regulations (2015):

<https://www.legislation.gov.uk/uksi/2015/102/contents>

The Bribery Act (2010):

<https://www.legislation.gov.uk/ukpga/2010/23/contents>

Public Services (Social Value) Act 2012:

<https://www.legislation.gov.uk/ukpga/2012/3/contents>

Freedom of Information Act 2000:

<https://www.legislation.gov.uk/ukpga/2000/36/contents>

Environmental Information Regulations 2004:

<https://www.legislation.gov.uk/uksi/2004/3391/contents>

Data Protection Act 2018

<https://www.legislation.gov.uk/ukpga/2018/12/contents>

Transparency Code 2015

<https://www.gov.uk/government/publications/local-government-transparency-code-2015>

Counter Terrorism and Security Act 2015

<https://www.legislation.gov.uk/ukpga/2015/6/contents>

Modern Slavery Act 2015

<https://www.legislation.gov.uk/ukpga/2015/30/contents>

Late Payment Directive 2015

<https://www.gov.uk/government/publications/late-payment-directive-user-guide-to-the-recast-directive>

### **4.3 Study of the Document**

- 4.3.1 Documents issued by the University to a prospective Applicant must not be passed on to a third party without the express permission of the University.
- 4.3.2 Applicants are expected to read, understand and agree to the Volumes (including the terms and conditions) of the document as they will in their entirety form part of the resultant Contract.
- 4.3.3 The Applicant is required 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 Bid. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information provided will be relied upon as being true and accurate and will form part of the Contract with 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.
- 4.3.4 The Applicant's price 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 its Bid.
- 4.3.5 The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

### **4.4 Consortia and Sub-contracting**

- 4.4.1 Where an Applicant wishes to make its application as a Consortium or utilising sub-contractors the University advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted.
- 4.4.2 The Lead Applicant is advised to confirm precisely what the arrangements are within its Bid 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. Such details should be provided within the Selection Questionnaire where appropriate and should enable the University to assess the overall Consortium or core supply base. All members of the consortium are required to provide the information required in all sections of the Selection Questionnaire.



- 4.4.3 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 Supplies/Services or Works will be sub-contracted.
- 4.4.4 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.
- 4.4.5 The University 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 University 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.
- 4.4.6 The University may then make a further evaluation of that Applicant or Contractor by applying the Selection criteria to the new information provided. In the event that the University's evaluation of the new information results in an outcome that is different from the original, the University 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.
- 4.4.7 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.
- 4.4.8 Please note that the University reserves the right to require a successful Consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015.
- 4.4.9 Where an Applicant requires additional time in the procurement process to establish relationships with suitable consortia partners it is advised to notify the University at the earliest convenience and request an extension to the procurement timescales. Applicants may do this through the messaging facility described at the clarification section.

## **4.5 Ownership**

- 4.5.1 The procurement documentation and all copies thereof are and shall remain the property of the University 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 University upon demand.

## **4.6 Discrepancies, Omissions and Enquiries concerning the Documents**

- 4.6.1 Should the Applicant find discrepancies in, or omissions from, the procurement documents, the University shall be immediately notified by the Applicant:
- 4.6.2 Should any additions or deletions arising from such notification, or in the event that the University requires an amendment to be made, these will be issued by the University to all Applicants and will be deemed to form part of the documentation.

- 4.6.3 The University reserves the right to extend any date of submission accordingly.

## **4.7 Terms and Conditions**

- 4.7.1 The applicable terms and conditions accompany this tender. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the submission process.
- 4.7.2 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 clarification period and in accordance with the Clarification Process. The University requests that Applicants' comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.
- 4.7.3 Where the University 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 University reserves the right to extend the submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the University is not in agreement with any changes those proposals shall have been judged to have been rejected and the University shall provide an explanation to the Applicants as to the reason/s why it has been judged so.
- 4.7.4 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.
- 4.7.5 Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the submission process and the University reserves its right to class any Bid submitted to the contrary as non-compliant. All such Applicants shall be judged to have failed with their submitted Bids, shall be evaluated no further and notified accordingly.
- 4.7.6 The Contractor(s) shall accept the terms and conditions as they are drafted in the final Contract. No further negotiation shall take place nor changes allowed. Where a Contractor disputes this position the University reserves the right to withdraw the Contract award and class the submission as non-compliant.

## **4.8 Clarification and Circular Advices**

- 4.8.1 Upon commencement of the procurement process the Applicant shall not approach any member of the University in relation to the opportunity, other than via the agreed contact email.
- 4.8.2 Applicants should note that unless your question is innovation based, responses will be provided to all Applicants. Where a question is of a commercially confidential nature and the Applicant does not wish it or the associated answer to be shared with other Applicants, the Applicant shall state this clearly within its question. The identity of Applicants raising any questions will remain confidential.
- 4.8.3 Relevant questions together with the answers will be posted on Contracts Finder and it will be the requirement for the Applicant to check any updates.

- 4.8.4 When Applicants first access the procurement documentation they should satisfy themselves that they have seen any messages posted. It is in the Applicant's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.
- 4.8.5 **To ensure information is recorded correctly and bids can be fully evaluated please start any message header with 0043 Studio consultant**

## **4.9 Completion of the Document**

- 4.9.1 For the avoidance of doubt all of the sections included within Volume Two (2) Applicant's Offer, Price Schedule must be completed and submitted by the Applicant in order to be considered by the University as a fully complete and official Bid.
- 4.9.2 Any Bids made omitting any of the sections, or any of the requirements therein, will be considered as incomplete and may be disqualified from further evaluation and therefore exclusion from the procurement process.
- 4.9.3 Documents should only be completed and submitted in the format in which they currently appear. It is essential that Applicants do not re-format or re-brand any of the procurement documentation in accordance with their own standards on formatting. An example of this is if the documents are issued in Microsoft Word format, the University requires them to be returned in the same format.
- 4.9.4 Applicants will answer all appropriate questions and sign (if possible) where specified. Applicants will clearly reference its replies and any supporting documentation.
- 4.9.5 Any pro-formas must be fully completed even if your organisation has previously submitted Bids to the University. It is not sufficient to cross-refer to previous responses.
- 4.9.6 Where an Applicant requires assistance in completing the documents or meeting the submission requirements it is advised to notify the University at the earliest convenience and request additional support, to include meeting with the University Authorised Representative.

## **4.10 Applicant Site Visits**

- 4.10.1 Prior to the submission of Tenders access to the site will be made available and arrangements will be made for the building to be open for a visit. All intending to visit should come equipped accordingly (e.g. PPE / Hard Hats). Access to visit the site is to be arranged with University's Authorised Officer (see clause 3.5.1).
- 4.10.2 Claims on the grounds of lack of knowledge of site locations / conditions will not be accepted by the University.
- 4.10.3 Applicants should email the Authorised Officer to confirm their attendance which will be limited to two people from each team. This is the only opportunity to visit the site during the Tender period.

## **4.11 Return of Documents**

- 4.11.1 Documents must be returned in the correct and proper process for submitting the Applicant's Bid electronically. All Bids shall be submitted via the email address highlighted.

- 4.11.2 **To ensure information is recorded correctly and bids can be fully evaluated please start any message header with MAR0043 Studio consultant**
- 4.11.3 Applicants will not email their Bids directly to any named person(s) within the University.
- 4.11.4 Applicants will not send their Bids to the University in a paper or other 'hard' format unless specifically requested to do so within the associated bid documentation.
- 4.11.5 It is the Applicant's responsibility to ensure that its Bid is submitted prior to the deadline date/time.
- 4.11.6 Any submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.
- 4.11.7 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 deadline 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, for example.
- 4.11.8 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

## **4.12 Applicant's Warranties**

- 4.12.1 In submitting their Bid the Applicant warrants and represents and undertakes to the University that it has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements;
- it has full power and authority to enter into the Contract and provide the Supplies/Works or Services will be requested produce evidence of such to the University;
  - 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 University) which may adversely affect such financial standing in the future.

## **4.13 Evaluation of Bids**

- 4.13.1 All Bids will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score within the Pricing Award Criteria.
- 4.13.2 The evaluation process is a critical part of the procurement process and is the means by which the University is able to assess to whom the University wishes to select to progress to the next stage of this procurement process and/or award the Contract.
- 4.13.3 The information disclosed by Applicants in its Bid will be used for the purposes of evaluation and shall form part of the resultant Contract. The University's evaluation will consist of two (2) distinct stages: Selection and Award.
- 4.13.4 Any responses to any of the Selection or Award questions or any other part of your Bid that are later found to be incorrect may lead to you being exempted from this procurement process or any future procurement process lead by the University and could cause the termination of any resultant Contract.

## **4.14 Applicant's Price**

- 4.14.1 The price offered by the Applicant shall be firm and fixed for the duration of the Contract. Price variation during the Contract term will be by negotiation in line with the notes in the Pricing Schedule. Any price variations will not take effect until they have been mutually agreed by both University and Applicant and the former receives confirmation in writing from the latter.
- 4.14.2 All prices submitted shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).
- 4.14.3 The Applicant's price will be evaluated in accordance with the scoring methodology and weightings as set by the University and declared within Volume Two (2) Applicant's Offer and Price Schedule.

## **4.15 Errors and Omissions in the Applicant's Bid**

- 4.15.1 If the University discovers errors or omissions in the Bid, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the Bid made by agreement between the parties concerned shall be confirmed in writing by the Applicant to the University before final acceptance of the Bid.

## **4.16 Abnormally Low Bids**

- 4.16.1 In the event that the University receives a Bid which is abnormally low, in accordance with Regulation 69 of the Public Contracts Regulations 2015, it shall require the Applicant to explain in writing the price or cost proposed in the submission. The University shall assess the information provided by the Applicant and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

## **4.17 University Site Visits**

NOT USED

## **4.18 Rejection of Offers**

- 4.18.1 The University may at its absolute discretion refrain from considering or reject a Bid if:
  - (i) it is incomplete or vague or is submitted later than the prescribed date and time; or
  - (ii) it is not in accordance with the approved format and all other provisions of documents; or
  - (iii) is in breach of any condition contained within it.
- 4.18.2 The University reserves the right, subject to relevant legislation, at any time to reject any Bid and / or terminate the procurement process with one or all of the Applicants.
- 4.18.3 The University reserves the right to disqualify any or all Applicants who make material changes to, or (in the University's opinion) a material change takes place in respect of, any aspect of either its pre-qualification submission or Bid unless substantial justification can be provided to the satisfaction of the University.
- 4.18.4 Any submission in respect of which the Applicant:

- has directly or indirectly canvassed any Official, Member, Officer, Agent or Advisor of the University or obtained information from any other person who has been contracted to supply Supplies or provide the Service or Works to the University concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Official, Member, Officer, Agent or Advisor concerning any other Applicant; or
- fixes or adjusts the prices by or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the University the price or approximate price except where such disclosure is made in confidence in order to obtain quotations necessary for the bid preparation or for the purposes of insurance or financing; or
- enters into any agreement with any 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 University provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the University or any criminal liability which such conduct by an Applicant may attract.

## **4.19 Acceptance of Offers**

- 4.19.1 The University does not bind itself to accept the lowest or any Bid and reserves the right to accept a Bid either in whole or in part, or such item or items specified in the procurement documents, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as bid for separately, or to make no award.

## **4.20 Award of Contract**

- 4.20.1 Submitted documents shall constitute an irrevocable offer to provide the Services. Any acceptance of it by the University shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.
- 4.20.2 The successful Applicant shall conclude a formal Contract with the University, 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 University and co-signed by the Applicant's Authorised Officer.
- 4.20.3 The offer shall remain open for acceptance for a period of 90 days from the closing date for the receipt of submission.

## **4.21 Intellectual property**

- 4.21.1 All rights, to the designs, recommendations and costs in written or electronic form must be assigned to the University. Intellectual copyright will remain with the original author.

## **4.22 Confidentiality**

- 4.22.1 Bidders are to treat this invitation to tender as confidential and not to share it outside of their bidding team.

## **Definitions**

<b>Applicant</b>	Shall mean the organisation responding to the procurement through the procurement process
<b>Authorised Personnel (University)</b>	Shall mean appointed person(s) of the University eligible to make necessary formal instructions in connection with the delivery of the Contract.
<b>University Authorised Representative</b>	Shall mean the main client Officer for the procurement process and/or resultant Contract
<b>Award</b>	Shall mean the process by which the University shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015
<b>Awarding University</b>	Shall mean the organisation for whom the resultant Contract will be performed; this may be a different organisation than is referred to under University (in instances where the University is procuring a Contract on behalf of another organisation, for example)
<b>Bid / Tender</b>	Shall mean the Applicant's offer to the University, which shall be submitted as the completed procurement documents
<b>Clarification</b>	Shall mean the process by which queries on the University's procurement document are raised by the Applicants and the process by which queries on the Applicant's Bid are raised by the University
<b>Commercially Sensitive information</b>	Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant's Offer and Price Schedule comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the University that, if disclosed by the University, would cause the Contractor significant commercial disadvantage or material financial loss
<b>Consortia / Consortium</b>	Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant's Offer / Appendix A and Price Schedule comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the University that, if disclosed by the University, would cause the Contractor significant commercial disadvantage or material financial loss
<b>Contract</b>	Shall mean a formal and legally binding agreement entered in to between two or more parties to provide Supplies, Services or Works in return for financial remuneration including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved
<b>Contract Notice</b>	Shall mean the publication in the OJEU of an University's intention to procure a public supplies, services, or works Contract
<b>Contracting Authority</b>	Shall mean the University and any other organisation on whose behalf the University may be working
<b>Contractor</b>	Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this University
<b>Core Services</b>	Shall mean the main defined Services forming the delivery and fulfilment of the Contract, as set out in the Specification and associated Schedules.
<b>University</b>	Shall refer to The University of St Mark and St John, T/A Plymouth Marjon University
<b>Data Protection Legislation</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
<b>Default / Default Notice</b>	Shall mean a failure to perform as set out against the Key Performance Indicators within this Contract and the associated Notice issued to the Contractor outlining the default and corrective actions required to rectify.
<b>Employers' Liability (Compulsory Insurance)</b>	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



	<p>ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.</p> <p>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.</p> <p>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.</p>
<b>Evaluation</b>	Shall mean the process through which the Applicant's Bid is reviewed in accordance with the Evaluation Criteria, following which a decision to award a Contract is made
<b>Evaluation Criteria</b>	The means by which the University will Evaluate an Applicant's Bid, to include all of the issues that must be considered so as to be able to judge the suitability of an Applicant's Bid
<b>GDPR</b>	the General Data Protection Regulation ( <i>Regulation (EU) 2016/679</i> )
<b>Invitation to Tender (ITT)</b>	Shall mean the written request by the University for an interested Applicant to submit a written Bid to facilitate the University's requirements
<b>Key Performance Indicators (KPI)</b>	Shall mean the standards of performance against which overall performance is to be assessed under the Contract by the Contractor
<b>Lead Applicant</b>	Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners
<b>Lowest Price</b>	Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed solely on the basis of their offer of price
<b>Mandatory Requirements: Pass/Fail</b>	Shall mean the University's essential requirements that Applicants will be required to demonstrate their ability to meet so as to be able to pass through to the next stage of the procurement process
<b>Mandatory Requirements: Scored</b>	Shall mean the University's essential requirements that Applicants will be required to demonstrate their ability to meet and that will be scored so as to be able to pass through to the next stage of the procurement process and/or as part of the Award criteria
<b>Most Economically Advantageous Tender (MEAT)</b>	Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed the basis of their offer of a combination of both quality factors and price
<b>Officer</b>	Shall mean the individual completing the procurement documents on behalf of the University
<b>Official Purchase Order</b>	Shall mean the University's Official Purchase Order, to which these conditions apply
<b>Premises</b>	Shall mean the various sites as detailed within the associated Schedules that are to be serviced by the Services defined under this Contract.
<b>Pricing</b>	Shall mean the value placed on a Bid by the Applicant that will purchase their offer to facilitate the University's requirements as set out in Schedule 1 - Price
<b>Procurement</b>	Shall mean the acquisition of Supplies, Services or Works from an external source
<b>Professional Indemnity Insurance</b>	<p>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.</p> <p>Individuals and organisations that provide professional advice or consultancy services need Professional Indemnity cover.</p>

<b>Project Brief</b>	This is a document which outlines to bidders the nature of the good / services or works against which they are to submit an expression of interest as outlined in Appendices A and B
<b>Public Contracts Regulations 2015</b>	Shall mean the legislation of the United Kingdom concerning the procedures for the award of public works contracts, public supply contracts and public service contracts
<b>Public Liability Insurance</b>	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.
<b>Selection</b>	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 Regulation 58 of the Public Contracts Regulations 2015 and the accompanying Selection Questionnaire
<b>Selection Questionnaire (SQ)</b>	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 Regulation 58 of the Public Contracts Regulations 2015
<b>Services</b>	Shall mean a system supplying a need such as communications and transport, utilities such as electricity and fuel, the provision of advice or the performance of routine maintenance or repair work
<b>Specification</b>	Shall mean the detailed description of the University's requirements as set out in Volume 1 and Appendices A and B
<b>Standstill</b>	the 10-day period between notice of intention to award and award, referred to in regulation 87 of the UK Public Contracts Regulations 2015 (as amended);
<b>University</b>	Shall mean the organisation preparing the procurement documents and / or the organisation for whom the resultant Contract will be performed
<b>TUPE</b>	Shall mean the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014"
<b>Volume One (1) Instructions and Information</b>	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 - the Selection and Award criteria to be used in the procurement process and shall be the document in which the Applicant shall make its response to those criteria plus pricing and information concerning the Applicant's organisation
<b>Volume Two (2) Supplier Response</b>	Shall mean the document containing information specific to the Applicant response to the Supplier Questionnaire and Award
<b>You/Yours</b>	refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.