

Volume One (1) – Information and Conditions of Tender

Tender for:
Heritage Restoration of Falmouth's
Ponsharden Cemeteries

Background Information, Instructions and
Conditions of Tender

Applicants should read this Volume first

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Information and Instructions

Section 1 – About the Council

1.1 The Council

- 1.1.1 The client, Falmouth Town Council (FTC), is working in partnership to restore the Jewish and the Dissenters Cemeteries at Ponsharden in Falmouth. Key partners are the Board of Deputies of British Jews (BOD) and The Friends of Ponsharden Cemeteries (FoPC).
- 1.1.2 Falmouth is formally twinned with Douarnenez in Brittany and Rotenburg (Wümme) in Germany and is encouraging informal cultural links with Villagarcia in Spain.

Total electorate 17,625.

Total population 21,385.

Area 776 hectares. See also: <https://www.falmouthtowncouncil.co.uk/>

Section 2 – About the Tender

2.1 The Tender

- 2.1.1 Owing to time limitations in commencing Round 1, the client was not able to appoint consultants for the full RIBA stages 1-6. Consultants work was undertaken for Stages 1-3 leaving Stages 4-6 to be commissioned in this process. Stages 1 – 3 was undertake during PDP Green Consulting, Unit 3 Calenick House, , Truro Technology Park, Heron Way, Newham , TRURO , Cornwall , TR1 2XN
- 2.1.2 Significant grant applications are being made to the National Lottery Heritage Fund (NLHF) and Historic England's (HE) Heritage at Risk Fund for completion of stages 4-7. There are around one dozen additional funding bodies who have committed or made a contribution to the project.
- 2.1.3 The project will be implemented during 2021 with an expected duration of approximately 18 months including design period and construction contract. A programme is attached to the brief which has been submitted to the NLHF as part of the application.
- 2.1.4 The site is located at Ponsharden on the North Western edge of Falmouth, adjoining Falmouth Road and consists of two separate graveyards - a Jewish Cemetery and a Dissenters or Congregationalist Cemetery.
- 2.1.5 The project aims to make the site safe, stable and accessible. It also aims to undertake the repair of dozens of monuments that have suffered from decades of neglect and significant vandalism. It briefly comprises of engineering stabilisation work to a roadside bank, repair of retaining walls, boundary walls and hedgebanks, repair of damaged headstones and monuments, landscaping including paths and planting, interpretation boards seats. This will include tree work and archaeological watching brief and investigation.
- 2.1.6 The wider project will include research and interpretation, engagement with other organisations and voluntary work.
- 2.1.7 Following approval of a Round1 National Lottery Heritage Fund (NLHF) pass, the project team have completed the NLHF "development stage" and have submitted a full Round 2 application to the NLHF and an application to Historic England (HE) Heritage at Risk grant scheme. It is anticipated decisions will be announced in September.

- 2.1.8 The Historic England grant application fulfils to the requirement to apply for Scheduled Monument Consent. HE has been heavily involved in the development of this project. Planning permission is not required.
- 2.1.9 A Ministry of Justice Licence has been obtained to cover any unlikely disturbance to burials. A written scheme of investigation has been prepared to cover any archaeological work. A schedule of tree work has been prepared for tendering prior to the main contract. Two trial repairs have been carried out on gravestones and an early conservators schedule to help inform the current specifications.
- 2.1.10 Certain works have been identified for a possible later Phase 2 but are not part of this contract.
- 2.1.11 The Council is seeking tenders for professional services to undertake the project work necessary to design a scheme for the repair, conversion and extension of the consists of two separate graveyards - a Jewish Cemetery and a Dissenters or Congregationalist Cemetery. The tender seeks to appoint a principle Design Team to provide the professional services covering RIBA Stages; 4 Technical Design; 5 Construction; 6 Handover; and 7 In use).
- 2.1.12 The Tender is seeking to appoint a Professional Design Team as set out in Appendix 1.
- 2.1.13 It is the aim of the client to appoint a single construction contract with a main contractor employing all specialist sub-contractors. However, the current RFQ submission must allow for a separate pretender process to be undertaken to identify a suitable stone conservator in advance and for them to be nominated as a sub-contractor. This will allow some assessment and negotiation of the conservators recommended methods in advance of the main contract. The consultant team will advise on the most efficient process to the client at the beginning of their appointment
- 2.1.14 Full details around the Tender can be found in the accompanying documentation:
- Volume 2 – Applicant Response (Tender)
 - Schedule 1 – Price Schedule
 - Map / Site Plan Dissenters Cemetery
 - Map / Site Plan Jewish Cemetery
 - Map Wider area
 - Heritage Application Second Round (Final)
 - Photo Pack
 - Ponsharden Conservation Management Plan (CMP) Vol 1 (Final)
 - Ponsharden Conservation Management Plan (CMP) Vol 2 (Final)
 - Ponsharden Programme Delivery Phase 2 (Draft)
- PGP Green Consulting drawings – stages 1 – 3 remain copyright and would only be issued to appointed contractor post contract award.
- 2.1.15 This is request to submit a fixed price quotation (RFQ) for specified consultancy work to complete the project.
- 2.1.16 The estimated budget for the project is £510k which is total amount for the Construction and Professional Services elements. The maximum budget for the Professional Services element of this work is £107k excluding VAT. The fee cannot exceed this amount.

2.2 Contract

- 2.2.1 **Terms and Conditions** The form of contract to be the RIBA Professional Services Contract 2018 – Architectural Services. It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed.

2.3 Insurance Levels

2.3.1 Employer's Liability Insurance

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

2.3.2 Professional Indemnity Insurance

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

2.3.3 Public Liability Insurance

The Council's minimum requirement for Public Liability Insurance is **£5m**

2.4 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) (as amended)

- 2.4.1 It is the responsibility of the Applicant to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Applicants should therefore take their own advice regarding the likelihood of TUPE applying. However, it is the view of the Council that TUPE does not apply to this tender. Applicants should take account of the provisions contained in the Best Value Authorities Staff Transfers (Pensions) Direction 2007.

- 2.4.2 For more information please use the websites listed below:

www.gov.uk/transfers-takeovers

<http://www.opsi.gov.uk>

Section 3 – About the Procurement Process

3.1 Procurement Procedure

- 3.1.1 The procurement process to be followed is below threshold Open Procedure as outlined in the Public Contracts Regulations 2015.
- 3.1.2 The Selection Questionnaire (SQ) sets out the information required by the Council 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 response 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 Council.
- 3.2.3 The following documents must be completed, signed and returned with the tender:
- Certificates and Declarations
 - Selection Questionnaire
 - Specification Response / Method Statements
 - Pricing Schedule
- 3.2.4 Any information relating to the Council and supplied by the Council shall be kept by the Applicant in strictest confidence.
- 3.2.5 Applicants are advised that the Council is not bound to accept the lowest tender submitted, nor to reimburse any expense incurred during the process.

3.3 Clarification Process

- 3.3.1 All clarification enquiries should be directed to the Authorised Representative shown below and by no later than the date indicated in the Procurement Timetable.
- 3.3.2 Bidders must not contact any other officer's or Council 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 Council 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 Council'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 Council will endeavour to provide relevant updates.

3.4 Council Representatives

- 3.4.1 No person in the Council's employ or other agent, except as so authorised by the Council 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 Council.

Council Authorised Representative Contact Details

Name: Henrietta Boex (Director of Culture)

Email: director@falmouthartgallery.com

3.5 Format of Response / Submission

- 3.5.1 The response must be delivered by no later than the time and date stated on Volume 2 Applicants Offer, and submitted to director@falmouthartgallery.com
- 3.5.2 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.

3.6 Validity Period

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

3.7 Procurement Timetable

- 3.7.1 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
RFQ Advertised	ITT	05.09.2020
Latest date for Clarification questions to be submitted by	ITT	18.09.2020
Clarification responses to be issued by	ITT	22.09.2020
RFQ Return Deadline (12:00 hrs)	ITT	12.10.2020
Evaluation	ITT	w.c. 26.10.20
Interviews (if needed)	ITT	w.c. 27.10.20
Award decision	ITT	04.11.2020
Contract start (subject to confirmation of funding)	ITT	18.11.2020

- 3.7.2 The Council reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.
- 3.7.3 The project will be implemented during 2021 with an expected duration of approximately 18 months including design period and construction contract. A programme is attached to the brief which has been submitted to the NLHF as part of the application.

3.8 Evaluation Approach

- 3.8.1 Bids will be evaluated in two parts: Selection and Award
- 3.8.2 The Council 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.

3.9 Selection Questionnaire

- 3.9.1 Selection is the process by which the Council is able to assess the suitability of the Applicant to undertake work on behalf of the Council. The questions asked within Selection Questionnaire are compliant with Regulation 57 of the Public Contracts Regulations 2015.
- 3.9.2 The Council 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.
- 3.9.3 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 Council 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)
- 3.9.4 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.

- 3.9.5 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 (we call this self-cleaning).
- 3.9.6 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. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2.
- 3.9.7 For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).
- 3.9.8 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

- 3.9.9 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.
- 3.9.10 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

- 3.9.11 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.
- 3.9.12 The Council proposes to use the following criteria to evaluate Selection Questionnaire submissions:

Section	Title	Type of Question	Weighting (%)
Part 1	Potential supplier information	Information only	Not evaluated and scored
Part 2	Exclusion grounds (Mandatory)	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.
NOTE ON EVALUATION: Ideally the Council would be seeking confirmation that the Contractor has not been or is not currently in breach of any of the Grounds for Exclusion. If Grounds for Exclusion have applied or currently apply, then the Council would be seeking clarity on what measures have been put in place to self-cleanse as set out by the Regulations. Where Grounds for Exclusion previously applied or currently apply and suitable evidence and measures to self-cleanse cannot be demonstrated, this will be deemed a "fail". Reference will be made to Crown Commercial Services Procurement Policy Note: Standard Selection Questionnaire (SQ) Action Note 8/16, 9 September 2016 – Appendix C. See: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/558531/PPN_8_16_StandardSQ_Template_v3.pdf			
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.
NOTE ON EVALUATION: The Council would be seeking confirmation that the required insurance and levels of insurance exist, and that they would be maintained during any contract that would be awarded, or in the case that they do not exist currently that the Contractor would firstly be able to obtain the required levels of insurance and would if successful in the Tender actually obtain that insurance. If this cannot be demonstrated, then this would be deemed a "fail".			
Part 3 Section 8			
8.2	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>NOTE ON EVALUATION: The Council will be looking for evidence to support that the Applicant 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>Where the Applicant has had previous situations of failings and remedial matters around Health and Safety, the Council 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>			

- 3.9.13 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.

Information Only Questions

- 3.9.14 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.
- 3.9.15 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.

- 3.9.16 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.
- 3.9.17 Scored Standard questions will be scored in accordance with the scoring rationale below:

Response	Score	Definition
Unacceptable	0	An unacceptable or irrelevant response provided.
Poor	2	Response is partially relevant and poor. Provides little or limited evidence of experience and competence in the required field.
Satisfactory	5	Response is relevant and acceptable. Demonstrates a reasonable amount of experience and adequate level of expertise but lacks detail in certain areas or with some aspects missing.

Good	8	Response is relevant and good. The response is sufficiently detailed to demonstrate a good amount of experience and expertise covering all aspects
Excellent	10	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a broad depth of relevant experience and excellent level of expertise with all areas covered to a very high standard.

3.10 Award Criteria

- 3.10.1 Award is the process that considers the extent to which the Applicant's Bid delivers the Most Economically Advantageous solution to the Council'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.
- 3.10.2 The Council has not provided a word limit for responses to the Award questions however, the Council would like to inform Applicants that responses should be relevant to the question and be proportionate in length. Supporting information may be submitted, provided that it is clearly referenced in the question to which it relates and appended to the main bid.
- 3.10.3 The following Award criteria and weightings will be applied in the evaluation of the Applicants response:

Evaluation Criteria Breakdown		Means of Evaluation
Confirmation of RIBA Chartered status		(Pass / Fail)
Confirmation of Principal Designer status under CDM		(Pass / Fail)
Confirmation of contracting under RIBA Professional Services Contract 2018 – Architectural Services.		(Pass / Fail)
Sub Criteria		Main Criteria
Criteria: Quality		70%
Sub Criteria: The Design Team	25%	
Sub Criteria: Understanding the brief	25%	
Sub Criteria: Delivery Method and Programme	25%	
Sub Criteria: Partnering and Collaboration	25%	
Criteria: Price		30%
Sub-Criteria – Fixed Price Stages 4 - 7	100%	

- 3.10.4 Technical Evaluation element to be carried out independently of the Pricing aspects of the Evaluation, with the intention that the information on the Pricing element only be disclosed to the Evaluators post the completion of the Technical Evaluation. Specifically:
- Score objectively in line with set questions and score methodology as set out in the Tender pack;
 - Scores to be recorded and comments recorded on the reasons to justify the score;
 - Scores to form part of overall scores around the Award decision.

3.11 Scoring Guidelines

- 3.11.1 The questions asked of Applicants as part of their response to the tender shall be scored using the marking system described within this section. Applicants should refer to the Council's requirements to ensure that they meet what is set out. All scored question shall be evaluated in accordance with the guidelines below:

Scoring Matrix for Quality Criteria		
Score	Judgement	Interpretation
5	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services. Full evidence provided where required to support the response.
4	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services. Majority evidence provided to support the response.
3	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and / or quality measures required to provide the services, with some evidence to support the response.
2	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and / or quality measures required to provide the services, with little or no evidence to support the response.
1	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and / or quality measures required to provide the services, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and / or quality measures required to provide the services, with little or no evidence to support the response.

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. For example:
- 3.12.3 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 (e.g. 30% if that is the percentage chosen by the Council). The equation set out below explains this in a simpler way:
- $$(\text{Lowest Price} \div \text{Tenderer's price}) \times \text{Weighting} = \text{Score}$$
- 3.12.4 To accompany the above there is a worked example below to help explain this. The example assumes only 3 prices were submitted and that price was awarded 30% of the overall marks (i.e. quality 70%). Figures shown are purely illustrative:

Price: Stages 4 to 7 (100% of 30% total)

	L	W	Tenderer 1		Tenderer 2		Tenderer 3	
Evaluation Elements	Lowest Submitted price (£)	Sub Weighting %	Tendered Price	Score	Tendered Price	Score	Tendered Price	Score
Total Contract Sum	£65,000	100	£75,000	86.67	£65,000	100.00	£85,000	76.47
Total Score		100		86.67		100.00		76.47

These scores would be added to the quality scores for the individual suppliers based out to 70%

3.13 Interview / Presentation

- 3.13.1 As part of the evaluation process the Council may require interviews with Applicants. The intention of the interview will be an opportunity for the Applicant to reinforce their Tender submission and to physically bring to life their proposal.
- 3.13.2 It will also afford the Council with the opportunity to clarify points from the initial desktop evaluation of the Applicants Tender. The interview will not be scored, however, the Council may as a result of clarifications obtained from the sessions look to adjust initial desktop evaluated scores.

Section 4 – Conditions of Tender

4.1 Council'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 Council's criteria and the Council 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 Council in respect of such matters and in particular (but without limitation) the Council 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 Council 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 Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council 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 Council 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 Bribery Act

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

4.3 Public Services (Social Value) Act

- 4.3.1 The Public Services (Social Value) Act 2012 brings in a statutory requirement for public authorities to have regard to economic, social and environmental well-being in connection with public services contracts in a way that is relevant to the subject matter of the contract and compliant with the Public Contracts Regulations 2015. Applicants must note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

4.4 Freedom of Information Act 2000 and Environmental Information Regulations 2004 and Data Protection Act 2018

- 4.4.1 The Council is subject to the provisions of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”). This provides that anyone can ask the Council for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which an Applicant has provided in respect of this procurement and may provide in future to the contracting authorities will be subject to the FOIA or EIR.
- 4.4.2 In the absence of special circumstances, any part of the procurement documentation may be regarded as not subject to any exemptions, and therefore capable of being disclosed under the FOIA or EIR.

4.5 Transparency

- 4.5.1 As part of the transparency the Council may also publish the contract entered into with the successful Applicant.

4.6 GDPR and Data Protection Act 2018

- 4.6.1 The Applicant and Council shall comply with the provisions of the EU General Data Protection Regulation (GDPR) and the DPA 2018 where it applies in regard to any contract resulting from this procurement procedure.

4.7 Modern Slavery Act 2015

- 4.7.1 Regulation 19 of the Modern Slavery Act 2015 incorporates the offences under Section 1, 2 or 4 of the Modern Slavery Act 2015 into Regulation 57 of the Public Contract Regulations as grounds for mandatory exclusion at selection stage. Section 54 of the Act also requires businesses which meet certain criteria to prepare and publish a slavery and human trafficking statement. As part of this responsibility all Applicants should make themselves aware of the obligations see <http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>.

4.8 Late Payment Directive 2015

- 4.8.1 The Council must maintain compliance with the following legislation:
- Late Payment of Commercial Debts (Interest) Act 1998
 - Late Payment of Commercial Debts Regulations 2002
 - Late Payment of Commercial Debts Regulations 2013
- 4.8.2 The latter set of Regulations implements an EU Directive on late payment (Directive 2011/7/ EU). In line with this directive, the Council requires that all contracted suppliers pay their sub-contractors within 30 days.

4.9 Study of the Document

- 4.9.1 Documents issued by the Council to a prospective Applicant must not be passed on to a third party without the express permission of the Council.
- 4.9.2 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.

- 4.9.3 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.
- 4.9.4 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 it's Bid.
- 4.9.5 The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

4.10 Consortia and Sub-contracting

- 4.10.1 Where an Applicant wishes to make its application as a Consortium or utilising sub-contractors the Council advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted.
- 4.10.2 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 Council 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.
- 4.10.3 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.
- 4.10.4 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.
- 4.10.5 The Council 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 Council 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.
- 4.10.6 The Council 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 Council's evaluation of the new information results in an outcome that is different from the original, the Council 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.
- 4.10.7 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.

- 4.10.8 Please note that the Council 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.
- 4.10.9 Where an Applicant requires additional time in the procurement process to establish relationships with suitable consortia partners it is advised to notify the Council 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.

4.11 Ownership

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

4.12 Discrepancies, Omissions and Enquiries concerning the Documents

- 4.12.1 Should the Applicant find discrepancies in, or omissions from, the procurement documents, the Council shall be immediately notified by the Applicant:
- 4.12.2 Should any additions or deletions arising from such notification, or in the event that the Council requires an amendment to be made, these will be issued by the Council to all Applicants and will be deemed to form part of the documentation.
- 4.12.3 The Council reserves the right to extend any date of submission accordingly.

4.13 Terms and Conditions

- 4.13.1 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.
- 4.13.2 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 Council requests that Applicants' comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.
- 4.13.3 Where the Council 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 Council reserves the right to extend the submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Council is not in agreement with any changes those proposals shall have been judged to have been rejected and the Council shall provide an explanation to the Applicants as to the reason/s why it has been judged so.
- 4.13.4 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.
- 4.13.5 Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the submission process and the Council 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.

- 4.13.6 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 Council reserves the right to withdraw the Contract award and class the submission as non-compliant.

4.14 Clarification and Circular Advices

- 4.14.1 Upon commencement of the procurement process the Applicant shall not approach any member of the Council in relation to the opportunity, other than via the agreed contact email.
- 4.14.2 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.
- 4.14.3 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.
- 4.14.4 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.

4.15 Completion of the Document

- 4.15.1 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 Council as a fully complete and official Bid.
- 4.15.2 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.
- 4.15.3 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 Council requires them to be returned in the same format.
- 4.15.4 Applicants will answer all appropriate questions and sign (if possible) where specified. Applicants will clearly reference its replies and any supporting documentation.
- 4.15.5 Any pro-formas must be fully completed even if your organisation has previously submitted Bids to the Council. It is not sufficient to cross-refer to previous responses.
- 4.15.6 Where an Applicant requires assistance in completing the documents or meeting the submission requirements it is advised to notify the Council at the earliest convenience and request additional support, to include meeting with the Council Authorised Representative.

4.16 Applicant Site Visits

- 4.16.1 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 with Council's Authorised Officer.
- 4.16.2 The site is currently locked and accessed only from the southern side close to Sainsbury's supermarket entrance. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site locations / conditions will not be accepted by the Council.
- 4.16.3 Applicants should email the Authorised Officer to confirm their attendance which will be limited to three persons from each team. This is the only opportunity to visit the site during the Tender period.

4.17 Alternatives and Variations

- 4.17.1 Innovative offers may be made in addition to making a full and complete Bid unless otherwise stated. The submission of an alternative or variant Bid will not be considered if the Applicant fails to make a compliant Bid in the prescribed format.
- 4.17.2 Should the Applicant wish to offer a variation or alternative Bid, including innovations to the Specification, please complete the Bid as described. This will constitute the 'compliant Bid'.
- 4.17.3 The Applicant's alternative or variant Bid should be prepared separately and submitted as such, giving clear details of your organisation's departure from the compliant Bid.
- 4.17.4 Applicants may submit alternative or variant Bids in instances where it believes it is able to offer an innovative solution to a 'traditional' specification or where elements of its proposed service delivery deviate from the specification and/or procurement requirements such that this may render an Applicant's Bid as non-compliant.

4.18 Return of Document

- 4.18.1 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.
- 4.18.2 Applicants will not email their Bids directly to any named person(s) within the Council.
- 4.18.3 Applicants will not send their Bids to the Council in a paper or other 'hard' format unless specifically requested to do so within the associated bid documentation.
- 4.18.4 It is the Applicant's responsibility to ensure that its Bid is submitted prior to the deadline date/time.
- 4.18.5 Any submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.
- 4.18.6 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.
- 4.18.7 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.

4.19 Applicant's Warranties

- 4.19.1 In submitting their Bid the Applicant warrants and represents and undertakes to the Council 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 Council;
 - 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 Council) which may adversely affect such financial standing in the future.

4.20 Evaluation of Bids

- 4.20.1 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 a best value framework (optimum combination of whole-life costs and quality) in line with the best value principles of Most Economically Advantageous Tender (MEAT).
- 4.20.2 The evaluation process is a critical part of the procurement process and is the means by which the Council is able to assess to whom the Council wishes to select to progress to the next stage of this procurement process and/or award the Contract.
- 4.20.3 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 Council's evaluation will consist of two (2) distinct stages: Selection and Award.
- 4.20.4 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 Council and could cause the termination of any resultant Contract.

4.21 Applicant's Price

- 4.21.1 The price offered by the Applicant shall be firm and fixed for the duration of the Contract. Any percentage discounts that may be applied must be detailed by the Applicant in its Bid. Price variation during the Contract term will be by negotiation only via formal performance review meetings. Any price variations will not take effect until they have been mutually agreed by both Council and Applicant and the former receives confirmation in writing from the latter.
- 4.21.2 All prices submitted shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).
- 4.21.3 The Applicant's price will be evaluated in accordance with the scoring methodology and weightings as set by the Council and declared within Volume Two (2) Applicant's Offer and Price Schedule.

4.22 Errors and Omissions in the Applicant's Bid

- 4.22.1 If the Council 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 Council before final acceptance of the Bid.

4.23 Abnormally Low Bids

- 4.23.1 In the event that the Council 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 Council 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.

4.24 Council Site Visits

- 4.24.1 The Council reserves the right to pay a site visit to short listed Applicant's premises and/or exemplar site/s at which it performs the service required under the Contract.
- 4.24.2 Applicants may or may not be contacted to be made aware that a site visit will take place. Any notification that is made will detail the date, time and details of those Officers that are anticipated to attend. Applicants must grant access to any premises requested to be visited by the Council within that allocated time period.
- 4.24.3 Site visits will be for the purpose of ensuring that Applicants are appropriately skilled and experienced to deliver the service required under the Contract and that any claims made to that effect are accurate.

4.25 Demonstrations and Presentations

- 4.25.1 The Council reserves the right to invite Applicants, to attend a presentation or demonstration at which stage it will be a requirement to reinforce your position by presenting your bid to the key stakeholders involved. Where this forms part of the evaluation this will be detailed in Volume Two (2) Applicant's Offer.
- 4.25.2 Applicants will be contacted to be invited to the presentation / demonstration. The invite will detail the date, time and location and the required content of the demonstration / presentation, which will include any specific questions / topics to be covered and the marking system.
- 4.25.3 Presentations / demonstrations will be for the purpose of ensuring that shortlisted Applicants have full comprehension of all that is required under this Contract and that all information submitted is accurate.

4.26 Rejection of Offers

- 4.26.1 The Council 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.
- 4.26.2 The Council 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.
- 4.26.3 The Council reserves the right to disqualify any or all Applicants who make material changes to, or (in the Council'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 Council.
- 4.26.4 Any submission in respect of which the Applicant:

- has directly or indirectly canvassed any Official, Member, Officer, Agent or Advisor of the Council or obtained information from any other person who has been contracted to supply Supplies or provide the Service or Works to the Council 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 Council 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 Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by an Applicant may attract.

4.27 Acceptance of Offers

- 4.27.1 The Council 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.

4.28 Award of Contract

- 4.28.1 Submitted documents shall constitute an irrevocable offer to provide the Services. Any acceptance of it by the Council shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.
- 4.28.2 The successful Applicant shall conclude a formal Contract with the Council, which shall embody the Applicant's offer. No Applicant may consider itself successful unless and until a formal Contract has been signed by a Duly Authorised Officer of the Council and co-signed by the Applicant's Authorised Officer.
- 4.28.3 The offer shall remain open for acceptance for a period of six (6) months from the closing date for the receipt of submission.

4.29 Intellectual property

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

4.30 Confidentiality

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

Definitions

Applicant	Shall mean the organisation responding to the procurement through the procurement process
Authorised Personnel (Council)	Shall mean appointed person(s) of the Council eligible to make necessary formal instructions in connection with the delivery of the Contract.
Council Authorised Representative	Shall mean the main client Officer for the procurement process and/or resultant Contract
Award	Shall mean the process by which the Council shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015
Awarding Council	Shall mean the organisation for whom the resultant Contract will be performed; this may be a different organisation than is referred to under Council (in instances where the Council is procuring a Contract on behalf of another organisation, for example)
Bid / Tender	Shall mean the Applicant's offer to the Council, which shall be submitted as the completed procurement documents
Clarification	Shall mean the process by which queries on the Council's procurement document are raised by the Applicants and the process by which queries on the Applicant's Bid are raised by the Council
Commercially Sensitive information	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 Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss
Consortia / Consortium	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 Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss
Contract	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
Contract Notice	Shall mean the publication in the OJEU of an Council's intention to procure a public supplies, services, or works Contract
Contracting Authority	Shall mean the Council and any other organisation on whose behalf the Council may be working
Contractor	Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Council
Core Services	Shall mean the main defined Services forming the delivery and fulfilment of the Contract, as set out in the Specification and associated Schedules.
Council	Shall refer to Falmouth Town Council – the Council
Data Protection Legislation	(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;
Default / Default Notice	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.
Employers' Liability (Compulsory Insurance)	Shall mean an insurance that enables organisations to meet the costs of damages and legal fees for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007. By law, an employer must have EL insurance and be insured for at least £5 million. Most insurers automatically provide cover of at least £10 million. The

	<p>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>
Evaluation	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
Evaluation Criteria	The means by which the Council 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
GDPR	the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>)
Invitation to Tender (ITT)	Shall mean the written request by the Council for an interested Applicant to submit a written Bid to facilitate the Council's requirements
Key Performance Indicators (KPI)	Shall mean the standards of performance against which overall performance is to be assessed under the Contract by the Contractor
Lead Applicant	Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners
Lowest Price	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
Mandatory Requirements: Pass/Fail	Shall mean the Council'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
Mandatory Requirements: Scored	Shall mean the Council'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
Most Economically Advantageous Tender (MEAT)	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
Officer	Shall mean the individual completing the procurement documents on behalf of the Council
Official Purchase Order	Shall mean the Council's Official Purchase Order, to which these conditions apply
Premises	Shall mean the various sites as detailed within the associated Schedules that are to be serviced by the Services defined under this Contract.
Pricing	Shall mean the value placed on a Bid by the Applicant that will purchase their offer to facilitate the Council's requirements as set out in Schedule 1 - Price
Procurement	Shall mean the acquisition of Supplies, Services or Works from an external source
Professional Indemnity Insurance	<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>
Project Brief	This is a document which outlines to bidders the nature of the good / services or works against which you wish them to submit an expression of interest as outlined in Schedule 2 – The Brief
Public Contracts Regulations 2015	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
Public Liability Insurance	Shall mean an insurance that covers members of the public or customers coming to the organisation's premises or if the organisation's staff go to theirs

	(including if the organisation is based 'at home'). It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation. Premiums are based on the type of business and rated on an estimate for the level of activity of the business.
Selection	Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015 and the accompanying Selection Questionnaire
Selection Questionnaire (SQ)	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
Services	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
Specification	Shall mean the detailed description of the Council's requirements as set out in both the Brief and Volume 3
Council	Shall mean the organisation preparing the procurement documents and / or the organisation for whom the resultant Contract will be performed
TUPE	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"
Volume One (1) Instructions and Information	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
Volume Two (2) Supplier Response	Shall mean the document containing information specific to the Applicant response to the Supplier Questionnaire and Award