Attachment 2b – Certificate of Technical and Professional Ability (COTPA)

Contract Example for Lot 2

RM6284 – Costs Lawyer Services 2

**Lot 2 Clinical Negligence Specialist Services Requirements**

**Instructions**

You (the bidder) are required to complete Table A (highlighted yellow)

Your Contract Customer must verify that the information you have provided is true and accurate by completing and signing Table B below (highlighted blue).

**Mandatory requirements**

You need to submit a maximum of two Attachment 2b – Certificate of Technical and Professional Ability (COTPA) to demonstrate your delivery of all of the mandatory requirements for Lot 1 and/ or Lot 3. If you can meet all of the mandatory requirements with one Attachment 2b – Certificate of Technical and Professional Ability (COTPA) then please only provide one example, you are not required to provide two.

~~You need to submit 1 completed certificate for Lot 2.~~ Once your Attachment 2b(s) has been signed by your Customer Contact, you must upload your completed Attachment 2b(s) to the question in the eSourcing suite.

Your Attachment 2b(s) must be uploaded to the eSourcing suite by the timelines set out in paragraph 5 of Attachment 1 – About the Framework.

No attachments other than the contract example certificate is permitted; any additional documents submitted will be disregarded in the evaluation of this question.

The contract example(s) must evidence a contract that you have successfully delivered or are delivering in the last 18 months prior to publication of the contract notice.

If the Contract(s) is ongoing you must be delivering the services. You cannot use a Contract where you have not yet delivered the services*.*

Contracts can be from the public or private sector.

Examples of Contracts awarded under other frameworks via call-off contracts will be considered valid, but framework contracts themselves will not be valid.

~~This~~ Contract example(s) must be relevant, and clearly and unambiguously fall within the scope of the Specification for Lot 2, which can be found at Framework Schedule 1 (Specification).

The summary of the contract example(s) must clearly describe your role in delivering the contract(s) and detailing your technical capability to successfully deliver the Lot 2 requirements.

The Certificate(s) must demonstrate delivery of the mandatory requirements of the Lot as detailed within Table A, services to be covered. You must complete the services covered section to confirm the elements the certificate(s) covers. Customers must also confirm this in section B.

Examples may cover situations where your organisation was acting as prime contractor, key subcontractor or part of a consortium. Where you relied on other such entities to perform the contract, you need to tell us who they were and describe the function that each such other entity performed under the contract(s) .

Customer contact provided must not have been employed or appointed by your organisation, or from within your associated group of companies, within the past 18 months prior to the publication of the contract notice.

Please note that we reserve the right to contact the Customer Contact to verify the information provided in the certificate(s) .

**Contract examples will be evaluated PASS/FAIL**You will fail this question and be removed from the competition

* If your certificate(s) does not meet all the mandatory service requirements as listed in Table A.
* A Customer contact signs option B.
* We have contacted the Customer Contact to verify the information provided and they cannot or will not verify the information.

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| **Table A** to be completed by the Bidder. | |
| **Lot 2 Clinical Negligence Specialist Services Requirements** | |
| **Contract Certificate as requested by:** | [Bidder name] |
| **Name of Entity Providing Certificate:** | [Customer organisation name] |
| Contract Certificate Section A - Contract Header Information (details of the Contract to be certified) **to be completed by the Bidder.** | |
| Name of Contract Customer ("Customer"): | [Registered Name] |
| Name of Contracted Supplier ("Supplier"): | [Registered Name] |
| Contract Title ("Contract"): | [Agreed Contract Name for Contract] |
| Completed Public Sector contracts only. *Enter N/A if not applicable* | Award Notice Reference: [reference e.g. 2011/S 239-387260] |
| Total Contract value: | £ [insert value] |
| Length of Contract: | [insert length of Contract] |
| Summary of the contract: | |
| Mandatory Service Requirements to be  demonstrated by  example given by Bidder: | * Consideration and advising upon the Opponent's Budgets; * Preparation, file, exchange and negotiation of Budgets; * Attend upon a Costs Management Hearing / Case Costs Management Conference if required; * Preparation of Schedules of Costs and Bills / E-Bills, and Replies to Points of Dispute; * Preparation of Points of Dispute; * Advising upon the outcome of a Provisional Assessment, and, if appropriate, attend upon the oral hearing; * Attend upon Detailed Assessment hearings; * Validate costs claims upon summary, provisional and detailed assessment (including a provision for Qualified One-Way Cost Shifting); * Negotiation of costs pre-litigation and generally throughout the management of costs; * Demonstration of experience of defendant work for the paying party. |
| **Services provision start date:** | [dd/mm/yyyy] |
| **Services provision end date/ anticipated end date:** | [dd/mm/yyyy] |
| **Table B to** be completed by the Customer. | |
| Contact Details (with whom further queries, if any, can be raised) and further information to: | |
| **Customer Contact** | [Name of customer authorised to provide Certificate] |
| **Customer business address** | [Customer business address] |
| **Customer business number** | [Customer business number] |
| **Customer email** | [Customers email] |
| **Mandatory Service Requirements:** | [Customer to confirm if the service has been delivered/ or is being delivered - delete as applicable]   * Consideration and advising upon the Opponent's Budgets; * Preparation, file, exchange and negotiation of Budgets; * Attend upon a Costs Management Hearing / Case Costs Management Conference if required; * Preparation of Schedules of Costs and Bills / E-Bills, and Replies to Points of Dispute; * Preparation of Points of Dispute; * Advising upon the outcome of a Provisional Assessment, and, if appropriate, attend upon the oral hearing; * Attend upon Detailed Assessment hearings; * Validate costs claims upon summary, provisional and detailed assessment (including a provision for Qualified One-Way Cost Shifting); * Negotiation of costs pre-litigation and generally throughout the management of costs; |
| **Performance (Please submit either Option A or B)** | |
| **OPTION A:**  We hereby certify that, to the best of our knowledge and belief, the Supplier has satisfactorily supplied the services and delivered/delivering the deliverables and the outcomes described in the table above in accordance with the Contract. | (Authorised signature and date including the title of the individual who has signed)  **Signed……………………………………..** |
| **OR** |  |
| **OPTION B:**  We are unable to certify that the Supplier has satisfactorily supplied/delivering the services described in the table above in accordance with the Contract for the following reasons: | (Authorised signature and date including the title of the individual who has signed)  **Signed……………………………………..** |
| Reason 1; Reason; etc. as guidance below. | |
| **Guidance for Entities providing Certificates** | |
| Liability of any Customer certifying, whilst the information in this Certificate has been provided in good faith in the belief that it is truthful and accurate, the Customer does not assume any responsibility or any liability nor make any guarantee, representation or warranty as to the contents of this Certificate. The Customer shall not be liable for and hereby excludes liability for any loss, damage (including any special, exemplary, indirect, incidental, consequential damages, costs or associated legal fees) that may be suffered as a result of use of the Certificate and its content, to the fullest extent permitted by law. Nothing in this Certificate shall affect, or constitute a waiver of, the Customer's rights or remedies in relation to the Contract.  If you are unable to certify that the Supplier has satisfactorily supplied the services in accordance with the Contract, please provide the reason or reasons why performance was not in accordance with the Contract. These may include the following or other reasons: 1. delays in supplying the services; 2. failures to supply all services in accordance with the scope set out in the Contract; 3. failures to meet any service levels and/or supply the services in accordance with quality standards; 4. any other failure by the Supplier to comply with its obligations under the Contract. | |