



2 Information

Contract Reference

T0217CS

Contract Title

The Provision and Investment of a Public Convenience Service

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1 Procurement Information

1.1 Background Information

The Authority provides, manages and maintains 30 public conveniences across Torbay. The Authority is seeking a long-term solution for the provision of such facilities as a discretionary area of work.

Of the 30 public conveniences, 30 are directly maintained and managed by the Authority. These conveniences vary from Victorian urinals to multi unit blocks. Many of the units require investment to provide a 21st century service to meet the needs of a thriving and developing tourist resort. 17 of these are seasonal only and 13 are open all year round. Some of the conveniences provide shower facilities within or near them, dependant on the location. Only 2 facilities are currently on a pay to enter (coin operated) system, charging a rate of 20 pence.

There is no statutory requirement for a local authority to provide public conveniences and the Public Health Act 1936 allows councils to charge for toilets. The 2008 Government paper on the provision of public toilets identifies the good practice councils should adopt (3.1.4).

1.1.1 Division of Contract into Sub-sections

The Authority has broken down its requirements into a number of sections, as detailed below and is seeking a single supplier to deliver all of these requirements:

Sub-section 1 (Excluding leased public buildings or under development)

All of the public convenience service (as identified within Appendix 2)

Sub-section 2 (Brixham Town Council Only)

Self service operation for Shoalstone Pool Brixham Only.

Sub-section 3 (Development appraisal for installation pay to enter system for third party premise under lease)

Options appraisal for the design and or retro fit of pay to enter system including all service management for facilities to be included in, but not limited to, the development objective 'Loos with a View' project. Buildings currently identified:

- Corbyn Head Torquay
- Preston Green Paignton

Sub-section 4 (Changing Places)

To provide an options appraisal for the installation of at least one (1) Changing places toilet provision as part of any development of existing public toilet provision. Following the guidelines as set out within Changing places a practical guide (3.1.1).

- Torbay Councils preferred disabled open space resort for access to all areas

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including but not limited to the Beach is Paignton Seafront.

Sub-section 5 (Night-time Economy Solution)

To provide an options appraisal for addressing night-time economy issues as aspirations for Torquay Harbour side.

1.2 Contract Period

It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed. Contract period to be up to a period of 15 years with an option to extend up to a period of 5 further years or until the end of the allocated budget subject to termination clauses contained with the Contract terms and conditions.

1.3 Division of Contract into Lots

This Contract is not being divided into Lots, as this is not practical due to the nature of the Contract. A single supplier is required to ensure a fully integrated and streamlined service in order to maximise the opportunity for the delivery of efficiency savings during the life of the Contract.

1.4 Contract Price

The price offered by the Applicant in 5 Pricing Submission must be firm and fixed for the duration of the Contract.

It is agreed and understood by the Authority and the Applicant that the proposals set out in Method Statement 1 Investment / Business Model of 4 Final Tender Submission are subject to planning consent and/or other approvals being in place and the financial model proposed is therefore subject to further negotiation between the 2 parties during the life of the Contract.

1.5 Variant Bids

The Authority will consider variant bids: Yes

1.6 Procurement Timetable

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

Procurement Stage	Dates
Sent Call for Competition	Monday 16 January 2017
Stage One Tender Documents Published	Friday 20 January 2017
Clarification Questions to be submitted by	Wednesday 01 February 2017
Clarification Responses to be issued by	Wednesday 08 February 2017
Stage One Tender Submission Date & Time	Wednesday 15 February 2017 Noon

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Stage One Tender Evaluation Period	Thursday 16 February to Wednesday 01 March 2017
Stage Two Tender Documents Published	Monday 03 April 2017
Site Visits	Monday 10 to Thursday 13 April 2017
Clarification Questions to be submitted by	Wednesday 19 April 2017
Clarification Responses to be issued by	Wednesday 26 April 2017
Stage Two Initial Tender Submission Date & Time	Thursday 04 May 2017 at 12:00 Noon
Stage Two Initial Tender Evaluation Period	Friday 05 to Friday 19 May 2017
Negotiation Meetings	Monday 22 to Friday 26 May 2017
Final Tender Documents Issued	Friday 07 July 2017
Stage Two Final Tender Submission Date & Time	Friday 04 August 2017 at 12:00 Noon
Stage Two Final Evaluation Period	Monday 07 August to Friday 06 October 2017
Presentation/Demonstration/Interview	Monday 25 to Friday 29 September 2017
Contract Award – Preferred Bidder Status ¹	Monday 09 October 2017
Standstill Period	Tuesday 10 to Thursday 19 October 2017
Formal Award	To be confirmed ²
Contract Start	Monday 16 October 2017

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

1.7 Authority Representatives

Applicants are advised that the Authority Representatives will only respond to queries or questions in relation to this Tender opportunity via the Supplying the South West e-tendering portal and are unable to respond to any questions raised verbally or by email.

¹ Formal award of the Contract is subject to Council approval and may also require a public consultation to be undertaken.

² The date of formal award will depend upon the timescales for the internal governance / Council approval process and whether there is any need for public consultation to be undertaken before formal award of the Contract.

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No other person other than the names listed below have the authority to make any representation as the meaning of these Procurement Documents or to issue any instruction in relation to this Tender process or to any other matter so as to bind the Authority.

1.7.1 Authority Authorised Representative:

Neil Coish, Principal Natural Environment Officer

Terry Gibson, Business Development Manager

1.7.2 Procurement Representative:

Tracey Field, Strategic Procurement Manager

Joanna Pascoe, Procurement Category Lead

1.8 Site Visit

The Applicant is assumed to have carried out sufficient site visits during the previous stage of the process to ensure they are fully familiar with the site locations. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted by the Authority.

2 Procurement Process

2.1 Procurement Procedure

This Procurement is being undertaken following the 'Competitive Procedure with Negotiation' as outlined within the Directive (2014/24/EU) and implemented in the United Kingdom by The Public Contracts Regulations 2015 (SI 2015/102).

As per Regulation (29), competitive procedure with negotiation is a two stage process, meaning that at Stage One the Authority is able to limit the number of suitable Applicants invited to Stage Two Tender and negotiations with Applicants at Stage Two can be undertaken on the initial and subsequent tenders to improve the content, up until the final Tender. The Authority reserves the right to award the Contract following submission of initial tenders without entering into any form of negotiation with bidders.

For this Tender process, the maximum number of Applicants who will be invited to Stage Two Tender, following the evaluation at Stage One, will be 5. If more than one Applicant is at 5th place, then all such Applicant's will be invited to Tender. Where the scores between the 5th and 6th placed Applicants are close the Authority will not shortlist the 6th placed Applicant. Only those Applicants who score 50% or above for each of the Project Specific Questions to Assess Technical and Professional Ability – Short listing Questions and pass all of the other selection sub criteria will be judged to have passed this selection stage.

2.2 Tender Award Process

2.2.1 Stage One (1)

This is a Two Stage process. Applicants are required to submit a request to participate in the tender process, by completing and submitting the Stage One Tender submission information that has been requested by the Authority. This can be found in 4 Stage One Tender Submission. This formulates Stage One of this process. The Evaluation Criteria used to determine the Applicants taken forward to Stage Two are detailed in Section 2.3 below.

2.2.2 Stage Two (2)

Only Applicants invited to do so by the Authority following the evaluation of the information completed and submitted at Stage One of this process are then invited to Stage Two. Applicants who are invited to Tender are then required to complete and submit the Stage Two Tender submission information that has been requested by the Authority. This can be found in 4 Stage Two Tender Submission. This formulates Stage Two of this process. The Evaluation Criteria used to evaluate the Most Economically Advantageous Tender (MEAT) is detailed in Section 2.3 below

2.3 Evaluation Criteria

The evaluation process is a critical part of the procurement process and is the means by which the Authority is able to assess to whom the Authority wishes to select to progress to the next Stage of this procurement process and/or award the Contract.

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The information disclosed by Applicants in its Tender will be used in this evaluation process and will form part of the resultant Contract.

The following criteria and weightings will be applied in the evaluation process:

Evaluation Criteria Breakdown	Main Criteria	Sub Criteria	Threshold
Stage Two – Award			
Sub Criteria:	100%		%
Mandatory Criteria		Pass	Pass
Method Statements		90%	
<i>Method Statement 1 – Investment / Business Model</i>		65%	
<i>Method Statement 2 – Development Plans</i>		18%	
<i>Method Statement 3 – Management Plan</i>		7%	
Technical Questions		10%	
<i>Technical Question 1</i>		7%	
<i>Technical Question 2</i>		3%	
Interview/Presentation			For clarification purposes only

2.4 Stage Two Evaluation Process

2.4.1 Award Criteria

The Award criteria have been designed to assess the Most Economically Advantageous Tender (MEAT). The criteria can be found in 4 Stage Two Tender Submission and 5 Pricing Submission is all for those Applicants who were successful at Stage One to answer in full.

The top scoring Applicant who has passed all the Evaluation criteria will be considered to have been successful.

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Award Criteria	Evaluation Process
Mandatory Criteria	<p>The questions within this section will be assessed on the basis of pass or fail.</p> <p>The Authority may exclude any Applicant who fails this section.</p>
Method Statements/Technical Questions	<p>The questions within this section will be assessed on a scoring basis.</p>
Presentations/Interviews/Demonstrations	<p>Applicants must be available for the timescales indicated within the procurement timetable at section 1.6.</p> <p>Applicants will be contacted via the Supplying the South West e-tendering portal during the evaluation period. The invite will detail the date, time and location and the points of clarification to be addressed by the Applicant.</p> <p>The presentation/interview will be used for clarification purposes and will not be scored. Applicants should note their Method Statement and/or Technical Question scores may be amended following the presentation/interview/demonstration.</p>

2.5 Evaluation Assessment

Evaluation criteria will be assessed as either Pass/Fail or scored.

2.5.1 Pass/Fail

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

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

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2.5.2 One to Ten Scoring

Where evaluation criteria are being assessed on a scoring basis, a one to ten scoring system will be used in accordance with the guidelines in the table below. The scoring system awards the highest marks to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant's proposal. It should be noted that to achieve the highest marks available for the questions you should not only meet but exceed the requirements of the specification.

Where any questions have been given a weighting, that weighting shall be applied to the scores awarded e.g. a question weighted a one which achieves a score of five will achieve an overall score of five and a question weighted a three which achieves a score of five will achieve an overall score of fifteen.

0	No response	No response	
1	Extremely Weak	Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage	Weak
2	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage	
3	Weak	Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage	
4	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it	Fair - Good
5	Fair – Average	Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level	
6	Fair - Above Average	Satisfactory proposal/response, would work to deliver the majority of the Authority's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements	
7	Good	Good proposal/response that convinces the Authority of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail	
8	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail	Strong - Excellent
9	Very Strong	Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	
10	Outstanding/Excellent	Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided	

3 Glossary

3.1 Appendices

3.1.1 Information referenced to Changing Places

<http://www.changing-places.org>

3.1.2 Appendix 1 – All Toilet Information [Excel spreadsheet]

3.1.3 Information referenced to British Toilet Association

<http://www.btaloos.co.uk/wp-content/uploads/2014/01/BTABBestPracticeAdvice.pdf>

3.1.4 Information referenced to British Toilet Association

<http://www.btaloos.co.uk/wp-content/uploads/2014/01/BTACleaningGuidance.pdf>

3.1.5 Appendix 2 – Confidentiality Agreement (please note Applicants did not need to complete and submit this document until Stage Two of the process)

3.1.6 Appendix 3 – TUPE Information (please note this information will only be provided on submission of a completed Confidentiality Agreement and will not be issued until Stage Two of the process)

3.1.7 Appendix 4 – Actuary Report (please note this information will only be provided on submission of a completed Confidentiality Agreement and will not be issued until Stage Two of the process)

3.1.8 Appendix 5 – Priority Status Torbay Toilets

3.2 Definitions

Term	Definition
1 Instructions	Shall mean the document containing all the instructions on how to conduct the procurement process
2 Information	Shall mean the document containing information relating to the procurement including definitions, information on the procurement procedure, the evaluation process, information about the Contract and other information that may assist the Applicant to complete their submission.
3 Specification	Shall mean the document containing the Authority's requirements in relation to the goods, services or works being procured.
4 Stage One Tender Submission	Shall mean the document which the Applicant is required to complete and submit at Stage One of the Process, containing the Selection Questionnaire and certificates / declarations Applicants are required to sign at this Stage of the process.
4 Stage Two Tender Submission	Shall mean the document which the Applicant is required to complete and submit at Stage Two (2) of the process, containing the Method Statements, Technical Questions and certificates / declarations Applicants are required to sign at this Stage of the process.
4a SQ Part 1 and 2 Declaration	Shall mean the document, containing Part 1 and Part 2 of the Selection Questionnaire, which all organisations the Applicant relies on to meet the selection criteria must complete and which must be submitted by the Applicant.
5 Pricing Submission	Shall mean the document which the Applicant is required to complete and submit at Stage Two (2) of the Process, containing their pricing for this Tender.
Abnormally Low Tender	Shall mean a Tender where the Authority considers the Applicant's price to be abnormally low.
Applicant	Shall mean the organisation responding to this tender opportunity.
Authority	Shall mean Torbay Council.
Authority Authorised	Shall mean the Officer leading the Procurement process

Term	Definition
Representative	on behalf of the Authority
Award	Shall mean the process by which the Authority shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 30 of the Public Contracts Regulations 2006 as amended in 2009.
Award Questions	Shall mean the written response submitted by the Applicant to evidence their ability to meet the Authority's requirements, which will form part of the evaluation process upon which award of the Contract will be based.
Bidding Model	Shall mean the Applicant's proposals relating to any consortia or sub-contracting arrangements that will be put in place in order to deliver the Contract.
British Toilet Association (BTA)	Shall mean the not for profit Members Organisation working to promote the highest possible standards of hygiene and provision in all "away from home" toilet facilities across the United Kingdom.
Brixham Town Council (BTC)	Shall mean the Town Council within Torbay responsible for the lease of Shoalstone Pool and Public Toilet
Call for Competition	Shall mean the notice sent for publication by electronic means to the EU Publications Office for Publication.
Cashless Payment System	Shall mean a system which performs without using coins or banknotes for money transactions but instead using credit cards or electronic transfer of funds
Confidential Information	Shall mean any information or documents which the Authority considers to be of a confidential nature and which will only be made available to Applicants who sign and submit a Confidentiality Agreement.
Confidentiality Agreement	Shall mean the Agreement which Applicants are required to complete and submit in order to access any confidential documents.
Consortia/Consortium	Shall mean Two (2) or more persons, at least One of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Article 28(1) Public Contracts Regulations 2006).

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Term	Definition
Contract	Shall mean the same as the Contract Terms and Conditions.
Contract Term	Shall mean the length of the Contract including extensions, if available.
Contract Terms and Conditions	Shall mean the Agreement this is the Agreement between the Authority and the successful Applicant for the provision of the goods, services or works, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved.
Contracting Authority	Shall mean Torbay Council and any other Authority on whose behalf Torbay Council may be working.
Contractor	Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Authority.
Disable Go	Shall mean work on behalf of Local Authorities, top Universities, NHS Trusts and private sector organisations to publish detailed access information on well over 125,000 places of interest across the UK and the Republic of Ireland.
Discussions Facility	Shall mean the area within Supplying the Southwest where Applicants submit clarification questions and confidentiality agreements during the tender process and through which the Authority will post its replies.
Documents	Shall mean all of the tender documents in relation to this process as detailed in section 2 The Tender Documents of (1) ATR Tender Instructions.
Eligible Users	Shall mean any organisation given access to a Contract as a result of the procurement process and on whose behalf the Authority may be establishing the arrangements.
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

Term	Definition
	<p>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.</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>
Evaluation Questions	<p>Shall mean the written response submitted by the Applicant to evidence their ability to meet the Authority’s requirements, which will form part of the evaluation process upon which award of the Contract will be based.</p>
Goods	<p>Shall mean all Goods to be supplied as part of this Contract and covered by the Official Purchase Order.</p>
Incomplete Tender	<p>Shall mean a Tender which has been submitted with information / documents missing or in an incorrect format.</p>
Incumbent	<p>Shall mean the current service provider</p>
Irregular Tender	<p>Shall mean a Tender which has not been submitted via Supplying the Southwest.</p>
Late Tender	<p>Shall mean a Tender which has been automatically classified by Supplying the Southwest as being received after the submission deadline.</p>
Lead Applicant	<p>Shall mean the organisation leading the bidding process</p>

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Term	Definition
	on behalf of its consortia or sub-contractor partners.
Loo of the Year	Shall mean the awards recognised as the 'National Standard' for 'Away from Home' toilets.
Loos with a View	Shall mean the development project carried out by Torbay Development Agency (TDA) to develop existing toilet block into café/restaurant opportunities in prime seafront locations.
Lot	Shall mean One of a number of categories of goods or services which a single procurement process has been divided into. The use of lots potentially allows for multiple providers to be appointed following One procurement process.
MEAT	Shall mean most economically advantageous tender from the point of view of the contracting authority in relation to the subject matter of the contract.
Official Purchase Order	Shall mean the Authority's Official Purchase Order, to which these conditions apply.
On Time Tender	Shall mean a Tender which has been automatically classified by Supplying the Southwest as being received by the submission deadline.
Portal	Shall mean the same as Supplying the South West
Post Tender Clarification	Shall mean the process by which the Authority will seek clarification or supplementary information from Applicants following submission of their Tender.
Price Review Mechanism	Shall mean the mechanism that will be used to vary the pricing of the Contract.
Process	Shall mean the procurement process in relation to this tender opportunity.
Procurement Representative	Shall mean the Procurement Officer who is leading the Procurement Process on behalf of the Authority
Product Liability Insurance	In Product Liability Insurance terms, a product is any physical item that is sold or given away. Products must be 'fit for purpose'. The organisation is

Term	Definition
	<p>legally responsible for any damage or injury that a product it supplies may cause (in some circumstances this also includes products that the organisation does not manufacture).</p> <p>Product Liability Insurance covers the organisation against damages awarded as a result of damage to property or personal injury caused by the product. If damages are paid for personal injury, the NHS can claim to recover the costs of hospital treatment (including ambulance costs). This applies to incidents that occur either on or after 29 January 2007.</p>
<p>Professional Indemnity Insurance</p>	<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>
<p>Public Contracts Regulations</p>	<p>Shall mean the legislation incorporated in to English law concerning public procurement, which can be found at: www.legislation.gov.uk.</p>
<p>Public Liability Insurance</p>	<p>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').</p> <p>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.</p> <p>Premiums are based on the type of business and rated on an estimate for the level of activity of the business.</p>

Term	Definition
Purple Flag	Shall mean the accreditation process similar to the Green Flag award for parks and the Blue Flag for beaches. It leads to Purple Flag status for town and city centers that meet or surpass the standards of excellence in managing the evening and night time economy.
RADAR (National Key Scheme)	Shall mean the Royal Association for Disability and Rights scheme to provide disabled key holders with independent access to public conveniences.
Relevant Tax Authority	Shall mean the organisation responsible for administering tax policy in the country in which the Applicant's organisation is established.
Restricted Procedure	Shall mean the procedure the procurement process is following, in accordance with the Public Contract Regulations 2015.
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 Regulations 23, 24 and 25 of the Public Contracts Regulations 2006 as amended in 2009.
Selection Questionnaire	Shall mean the questionnaire to be completed by all Applicants, containing the selection requirements through which Applicants shall be assessed against in order to move through to the next stage of the process.
Service(s)	Shall mean any action/s by the Contractor required by the Contract.
Stage One	Shall mean the first Stage of the Procurement Process addressing the selection criteria in the form of the Selection Questionnaire.
Stage Two	Shall mean the second Stage of the Procurement Process addressing the Award criteria.
Standstill	Shall mean the period, as set out in Regulation 87 of the Public Contracts Regulations 2015, immediately following notification of the award decision to Applicants during which the Authority must not enter into the Contract.
Submission	Shall mean the correct and proper process for

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Term	Definition
	electronically submitting the Applicant's Tender, as detailed in section 4 Completion, Submission and Receipt of Tenders of (1) ATR Tender Instructions.
Summer Season	Shall mean the tourist season as identified as between 1 st April to 31 st October in any year.
Supplying the South West	Shall mean the e-Tendering Portal through which the Authority advertises procurement opportunities and conducts procurement processes electronically
Tender	Shall mean the invitation to bid for this Contract. Shall mean the Applicant's response to this tender opportunity.
Tender Clarification	Shall mean the opportunity for Applicants to submit questions, within a specified timescale, relating to this tender and the associated Documents.
Terms	Shall mean the same as the Contract.
Toilets	Shall mean all aspects associated with facility including where applicable, ladies and gents sections, separate urinals, disabled facilities, baby care rooms, attendants rooms, store rooms, all fixtures and fittings contained within the facility, the exterior of the building and any associated gardens and paved areas.
Torbay Development Agency (TDA)	Shall mean the Authority's wholly owned subsidiary delivering economic development, property and business services to a growing customer base across the South West.
Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)	Shall mean the regulations which govern how employers shall deal with transfer of staff when a service or business changes hands from One employer to another in order to ensure the principal terms of employees' rights are protected.
Utilities Costs	Shall mean those costs associated with all services required to run the facility including but not limited to: <ul style="list-style-type: none"> • Gas • Electricity • Water • Sewage

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Term	Definition
	<ul style="list-style-type: none"><li data-bbox="651 293 852 327">• Telephone
Whole Life	Shall mean the Contract length, including extensions, if available.