



2 Information

Contract Reference

T00817CS

Contract Title

Services to HM Coroner in Torbay and South Devon

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1 Procurement Information

1.1 Background Information

In the unfortunate case of a violent, sudden or suspicious death it is the responsibility of H.M. Coroner to remove bodies from the scene to complete the necessary inquest.

The Coroner for Torbay also has responsibility for areas outside the Bay (parts of Teignbridge and parts of South Hams). Please see the map within 2 Specification.

The Devon and Cornwall Police Constabulary Control Centre is responsible for the initial instruction for collection of the body.

Previously, Torbay Council were responsible for the tendering of this collection/s removals service provision to the Coroner, by establishing a Framework Agreement of suitably experienced organisations which provided annual cover twenty four hours per day, seven days per week, throughout Torbay and parts of Teignbridge and the South Hams. This was arranged via a Duty Rota managed by the Coroner's Officer, who was based at Torbay Hospital Mortuary.

The new Contract is for the same collections and removals (of the deceased) service, on behalf of H.M. Coroner, but by a sole service provider, covering Torbay and the surrounding areas of Teignbridge and the South Hams.

Please refer to 3 Specification for full details of the requirements.

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 3 years with an option to extend up to a period of 3 further year(s) 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.

This is because it is not practical due to the nature 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.

1.4.1 Contract Price Review Mechanism

If a price review is agreed during the Contract Term, it will be varied by the following mechanism:

RPI.

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1.4.2 Contract Price Review Process

If a Price Review Mechanism has been made available, it will be conducted via formal Contract review meetings. Any price variations will not take effect until they have been mutually agreed by both Authority and Applicant and the former receives confirmation in writing from the latter.

1.5 Variant Bids

The Authority will consider variant bids: No

1.6 Procurement Timetable

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

Procurement Stage	Dates
Tender Documents Published	Wednesday 22 February 2017
Clarification Questions to be submitted by	Monday 13 March 2017 no later than 12:00 noon
Clarification Responses to be issued by	Thursday 16 March 2017
Tender Submission Date & Time	Tuesday 21 March 2017 no later than 12:00 noon
Tender Evaluation Period	Wednesday 22 March to Wednesday 29 March 2017
Approval to award	Thursday 30 March 2017 – Monday 03 April 2017
Contract Award	Tuesday 04 April 2017
Contract Start	Monday 01 May 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.

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:

Mr. Ian M. Arrow, Her Majesty's Coroner – Torbay and South Devon District.

1.7.2 Procurement Representative:

Lawrence Brown, Procurement Category Lead.

2 Procurement Process

2.1 Procurement Procedure

This Procurement is being undertaken in accordance with the Authority's Contract Procedures and in accordance with the Public Contracts Regulations 2015 (SI 2015/102).

2.2 Tender Award Process

This is a one-stage process. However the Tender submissions will be evaluated in two stages. Stage one will be evaluated first. If you are not successful at stage one, your Tender Submission will be rejected and will not be evaluated any further. However, if you are successful at stage one, you will be taken forward to stage two and your stage two submission will be evaluated. The Evaluation Criteria used to evaluate the Tender submissions is detailed in Section 2.3 below.

The Tender will be awarded to the Applicant who is successful at stage one and is evaluated as having the Most Economic Advantageous Tender at stage two.

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 award the Contract.

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 One –Selection			
Selection Questionnaire	Pass		Pass
Sub Criteria:			Pass
Potential Supplier Information		Pass	
Bidding Model		Pass	

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Contact Details and Declaration		Pass	
Grounds for Mandatory Exclusion		Pass	
Grounds for Discretionary Exclusion		Pass	
Technical and Professional Ability – Relevant Experience and Contract Examples		Pass	
Requirements under the Modern Slavery Act 2015		Pass	
Insurance		Pass	
Stage Two – Award			
Sub Criteria:	100%		%
Mandatory Criteria		Pass	Pass
Method Statements		40%	
Method Statement 1 - Running the Contract - Body Transfer from Scene to Mortuary		25%	12.5%
Method Statement 2 - Running the Contract - Transfer from Mortuary to Destination Outside Torbay		15%	7.5%
Technical Questions		10%	5%
Pricing		50%	
Collection / Delivery of Deceased to Torbay Mortuary		25%	
Additional Charge for Collection/Delivery to an Alternative Mortuary		5%	
Additional Charge for Recovery of a Dirty or Decomposed Body		5%	
Waiting Time per Hour if Delayed at Scene		5%	
Cost per Mile for Transfers from Torbay to the Selected Destination and Return		5%	
Allowance per Person per Night if an Overnight Stop is Required		5%	

2.4 Stage One Evaluation Process

2.4.1 Selection Questionnaire

This Selection Questionnaire (SQ) has been designed to assess the suitability of an Applicant to deliver the Authority's Contract requirement(s). This can be found in 4 Tender Submission and is for all Applicants to answer in full.

The Applicant must submit a completed 4a SQ Part 1 and 2 Declaration for each organisation that it relies on to meet the selection criteria (including parent companies, affiliates, associates, or essential subcontractors).

The Applicants who have passed all the evaluation criteria within the SQ will be considered to have been successful at this stage of the Procurement Process, and will be taken forward to Stage Two.

The Applicants who have passed all the evaluation criteria within the SQ will be considered to have been successful at this stage of the Procurement Process, and will be taken forward to Stage Two.

SQ Section	Evaluation Criteria
Part 1 Potential Supplier Information, comprising:	The Authority may exclude any Applicant who fails part or all of this section.
<ul style="list-style-type: none">Potential Supplier Information	This will be assessed on the basis of pass or fail. In order for the response to be considered a pass it must be fully completed by the Applicant and the Applicant must demonstrate that they meet the requirements of this section. Where the Applicant is submitting 4a SQ Part 1 and 2 Declarations on behalf of other organisations, these will also be assessed for completeness.
<ul style="list-style-type: none">Bidding Model	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate that the Bidding Model proposed meets the requirements of the tender to pass. Where the Applicant is submitting 4a SQ Part 1 and 2 Declarations on behalf of other organisations, these will also be assessed for completeness.
<ul style="list-style-type: none">Contact Details and Declaration	This section will be assessed on the basis of pass or fail. The Applicant must fully complete this section. Where the Applicant is submitting 4a SQ Part 1 and 2 Declarations on behalf of other organisations, these will also be assessed for completeness.
Part 2 Exclusion Grounds:	The Authority may exclude any Applicant who fails this section.

Grounds for Mandatory Exclusion	<p>This will be assessed on the basis of pass or fail. The Authority may exclude any Applicant who answers 'Yes' in any of the situations set out in this section.</p> <p>The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.</p>
Grounds for Discretionary Exclusion	<p>This will be assessed on the basis of pass or fail The Authority may exclude any Applicant who answers 'Yes' in any of the following situations set out in this section</p>
Part 3 Selection Questions	The Authority may exclude any Applicant who fails part or all of this section.
Economic and Financial Standing	<p>This will be assessed on the basis of pass or fail. The Applicant must demonstrate that they meet the requirements of this section in order to pass it in its entirety.</p> <p>In responding to question 4.2 the Applicant is making a self-declaration as to whether they meet the Authority's turnover requirement, as follows:</p> <ul style="list-style-type: none"> the Applicant's annual turnover for the previous 2 financial years is a minimum of twice the annual contract value of £43,230. The annual contract value is defined as the minimum anticipated spend over the life of the contract divided by the length of the contract, including any extensions. <p>By selecting Yes the Applicant is confirming they meet this turnover requirement and may be required to evidence compliance in the event their submission is successful.</p> <p>Where the Applicant cannot confirm they meet the turnover requirements, and have answered no to 4.2, should provide an explanation for this, e.g. your organisation is a new start-up, in order that their submission may still be considered.</p> <p>The Applicant is also required to give permission for the Authority to undertake a financial check through the credit management agency DNB and to confirm the registration number of the company to be</p>

	<p>checked. The financial check will relate to the D&B Failure Score which identifies the level of risk of a business failing.</p> <p>Assessment of Suitable Financial Standing</p> <p>In order to demonstrate they have suitable financial standing to meet the Authority's minimum requirements, the Applicant's annual turnover, for the previous 2 financial years, must be a minimum of twice the Annual Contract Value given above and the credit check must yield a Failure Score of 50 or more.</p> <p>Submissions will be assessed as follows:</p> <ol style="list-style-type: none"> 1. Where the Applicant refuses permission for the credit check to be undertaken they will be deemed to have failed this section in its entirety, their submission will not be evaluated further and they will be notified accordingly. 2. Where the Applicant fails the turnover requirement and the credit check yields a Failure Score of below 30 they will be deemed to have failed this section in its entirety, their submission will not be evaluated further and they will be notified accordingly. 3. Where: <ol style="list-style-type: none"> a) the Applicant fails the turnover requirement and the credit check yields a Failure Score between 30 and 49; or b) the Applicant passes the turnover requirement and the credit check yields a Failure Score of below 50; or c) the credit check does not yield a Failure Score and the Applicant either passes or fails the turnover requirement; <p>the financial information will be referred to the Authority's Finance Department for further investigation. The Finance Department will make a decision on whether the Applicant's financial standing is deemed suitable to meet the Authority's minimum requirements or not.</p> <p>Where the Finance Department considers the Applicant's financial standing to be suitable they</p>
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	<p>will be deemed to have passed this section.</p> <p>Where the Finance Department considers the Applicant's financial standing is not suitable they will be deemed to have failed this section in its entirety their submission will not be evaluated further and they will be notified accordingly.</p> <p>Applicants should note that the Corporate Finance Department's decision is final.</p>
Further Details in Relation to Applicants who are Part of a Wider Group	This section is for information purposes and will not be assessed, other than for checking that it has been completed where applicable.
Technical and Professional Ability – Relevant Experience and Contract Examples	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they have relevant experience in delivering similar requirements, or are able to explain why they are unable to provide a minimum of one example.
Requirements under the Modern Slavery Act 2015	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet the requirements, if applicable.
Insurance	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet the requirements, if applicable.
Project Specific Questions to Assess Technical and Professional Ability – Mandatory Pass / Fail Requirements	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet the requirements, if applicable.

2.5 Stage Two Evaluation Process

2.5.1 Award Criteria

The Award criteria have been designed to assess the Most Economically Advantageous Tender (MEAT). This can be found in 4 Tender Submission and 5 Pricing Submission and is for all Applicants to answer in full.

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

Award Criteria	Evaluation Process
Mandatory Criteria	The questions within this section will be assessed on the basis of pass or fail.

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	The Authority may exclude any Applicant who fails this section.
Method Statements/Technical Questions	The questions within this section will be assessed on a scoring basis. Please refer to section 2.6.2 below.
Pricing	<p>Applicants are required to complete 5 Pricing Submission in full.</p> <p>1. Collection and delivery of deceased to Torbay Hospital Mortuary</p> <p>Applicants should enter unit prices (cells D14, D15, F14, F15, H14 and H15). Evaluation will be against the total cost (cell I14) based on 12 month usage figures for each area and time of day.</p> <p>2. Additional Charge for Collection / Delivery to an Alternative Mortuary</p> <p>Applicants should enter any additional charges (cells C17, E17, G17, C18, E18, G18, C19, E19 and G19) that will apply to the unit charges given at 1. above for each of the alternative mortuaries listed. Evaluation will be against the average cost (cell I17).</p> <p>3. Additional Charge for Recovery of a Dirty or Decomposed Body</p> <p>Applicants should enter any additional charges (cells C20, E20 and G20) that will apply to the charges in 1 and 2 above in the event they are required to recover a dirty or decomposed body. Evaluation will be against the average cost (I20)</p> <p>4. Waiting Time if Delayed at the Scene</p> <p>Applicants should enter any additional charges (cells C22, E22, G22, C23, E23 and G23) that will apply to the charges in 1 and 2 above in the event they are delayed at the scene. Evaluation will be against the average cost (cell I22).</p> <p>5. Delivery of Body from Torbay to a Selected Destination and Return</p> <p>Applicants should enter any the cost per mile (cells H25, H26 and H27). Evaluation will be against the average cost (cell I26).</p>

	<p>6. Overnight Allowance</p> <p>Applicants should enter the maximum overnight allowance per person per night (cell H29) should an overnight stop be required. Evaluation will be against the maximum cost (cell I29).</p> <p>Applicants should note that the cells used for evaluation purposes will automatically calculate the total or average costs and the formulas in these cells must not be amended.</p> <p>Applicants with the lowest price for each of the criteria will score maximum marks out of a possible 100 and Applicants submitting higher prices will be awarded marks proportionate to their distance from the lowest price.</p>
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2.6 Evaluation Assessment

Evaluation criteria will be assessed as either pass/fail or scored.

2.6.1 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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2.6.2 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	Strong - Excellent
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	
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 Selection Questionnaire – List of Mandatory and Discretionary Exclusions:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

3.1.2 Selection Questionnaire – EU Definition of an SME:

<http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

3.1.3 Please refer to the attached:

- Appendix A – Coroner's Removal Charges (Example of Standard Form);
- Appendix B - Torquay Procedures for the Reception of Bodies (H5002);
- Appendix C - Code of Practice for Funeral Directors visiting the Department of Anatomical Pathology, Torbay Hospital (H5204).

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 Tender Submission	Shall mean the document which the Applicant is required to complete and submit, containing Stage One of the Process - the Selection Questionnaire and for Stage Two of the process, the Mandatory Requirements, Method Statements, Technical Questions and certificates / declarations certificates / declarations Applicants are required to sign
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, containing their pricing for this Tender.
6 Certificates and Declarations	Shall mean the document which the Applicant is required to complete and submit containing the certificates and declarations that confirm their compliance with the Tender process
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

Term	Definition
	opportunity.
Authority	Shall mean Torbay Council.
Authority Authorised Representative	Shall mean the Officer leading the Procurement process 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 Public Contracts Regulations 2015
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.
Call for Competition	Shall mean the notice sent for publication by electronic means to the EU Publications Office for Publication.
Contract Procedures	Shall mean the procedures put in place by Authority on how contracts with external suppliers must be put into place.
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 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).
Contract	Shall mean the same as the Contract Terms and Conditions.

Term	Definition
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.
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 One 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)	<p>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.</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</p>

Term	Definition
	<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 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.
Goods	Shall mean all Goods to be supplied as part of this Contract and covered by the Official Purchase Order.
Incomplete Tender	Shall mean a Tender which has been submitted with information / documents missing or in an incorrect format.
Irregular Tender	Shall mean a Tender which has not been submitted via Supplying the Southwest.
Late Tender	Shall mean a Tender which has been automatically classified by Supplying the Southwest as being received after the submission deadline.
Lead Applicant	Shall mean the organisation leading the Procurement Process on behalf of its consortia or sub-contractor partners.
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

Term	Definition
	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 Tender submission deadline.
Open Procedure	Shall mean the procedure the procurement process is following, in accordance with the Public Contract Regulations 2015.
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 Process	Shall mean the 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	<p>In Product Liability Insurance terms, a product is any physical item that is sold or given away.</p> <p>Products must be 'fit for purpose'. The organisation is 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</p>

Term	Definition
	(including ambulance costs). This applies to incidents that occur either on or after 29 January 2007.
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>
Public Contracts Regulations	Shall mean the legislation incorporated in to English law concerning public procurement, which can be found at: www.legislation.gov.uk .
Public Liability Insurance	<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>
Relevant Tax Authority	Shall mean the organisation responsible for administering tax policy in the country in which the Applicant's organisation is established.
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 Public Contracts Regulations 2015.

Term	Definition
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.
Specification	Shall mean the detailed description of the Authority's requirements.
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.
Submission	Shall mean the correct and proper process for electronically submitting the Applicant's Tender, as detailed in section 4 Completion, Submission and Receipt of Tenders of 1 Tender Instructions
Supplying the South West	Shall mean the e-Tendering Portal through which the Authority advertises procurement opportunities and conducts procurement processes electronically. www.supplyingthesouthwest.org.uk
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 Procurement Process.
Tender Submission	Shall mean the correct and proper process for electronically submitting the Applicant's Tender, as detailed in section 4 Completion, Submission and Receipt of Tenders of 1 Tender Instructions
Terms	Shall mean the same as the Contract.
Transfer of Undertaking (Protection of Employment)	Shall mean the regulations which govern how employers shall deal with transfer of staff when a

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Term	Definition
Regulations 2006 (TUPE)	service or business changes hands from one employer to another in order to ensure the principal terms of employees' rights are protected.
Whole Life	Shall mean the Contract length, including extensions, if available.