



2 Information (ATO)

Contract Reference

T00115PCT

Contract Title

Engagement and Resettlement Service

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1 Procurement Information

1.1 Background Information

Torbay Council undertook a homelessness review in 2015. The results of this review can be seen at <http://www.torbay.gov.uk/draft-homelessness-strategy-final.pdf>. This review showed the need to continue providing an accommodation and support service for single homeless people.

The specification for the service has been developed in consultation with stakeholders (such as staff from Housing Options, Community Safety, the Police, Turnaround team, mental health and substance misuse services), Torbay Voice (a group of people who use, or have used support services in Torbay) spoke with rough sleepers, people using the Leonard Stocks Centre, and people using temporary accommodation to get input for the homelessness strategy and the specification.

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 2 years with an option to extend up to a period of 2 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 (ATO) must be firm and fixed for the duration of the Contract.

1.4.1 Available Budget

The maximum budget for the Service is £200,000 per annum (exclusive of VAT).

Where the price proposed exceeds this budget the Applicant will be deemed to have failed this section of the process and will not be evaluated further.

1.4.2 Contract Price Review Mechanism

The schedule in 5 Pricing Submission (ATO) has been structured to enable pricing to be provided for the Whole Life of the Contract. Therefore no further price reviews will be available.

1.4.3 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

The Authority will not consider variant bids for this opportunity, as the specification provides sufficient scope for Applicants to offer flexible and innovative proposals.

1.6 Procurement Timetable

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

Procurement Stage	Dates
Sent Call for Competition	Wednesday 06 January 2016
Tender Documents Published	Friday 08 January 2016
Site Visit	Tuesday 19 January 2016
Clarification Questions to be submitted by	Wednesday 27 January 2016
Clarification Responses to be issued by	Wednesday 03 February 2016
Tender Submission Date & Time	Wednesday 10 February 2016 12:00pm (Noon)
Tender Evaluation Period	Thursday 11 to 24 February 2016
Presentation (see Appendix B for information)	Wednesday 17 or Thursday 18 February 2016
Contract Award	Tuesday 01 March 2016
Standstill Period	Wednesday 02 to Friday 11 March 2016
Contract Start	Monday 09 May 2016

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:

Debbie Freeman – Strategic Commissioning Officer

1.5.2 Procurement Representative:

Lawrence Brown – Procurement Category Lead

1.8 Site Visit

The Applicant may visit the sites prior to completing its offer to ensure that he is 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.

1.8.1 Site Visit Instructions

A site visit has been arranged for:

Date: 19 January 2016

Time: 12:00-1:00pm

Address: Leonard Stocks, Factory Row, Torquay TQ2 5QQ

Specific Instructions:

Applicants are required to contact the Authority Authorised Representative via the Supplying the South West e-tendering portal to book a place. Each prospective Applicant will be limited to a maximum of two representatives and at least one must come from the operational side of your organisation. Representatives should meet outside Leonard Stocks to commence the site visit at 12:00pm. The site visit will involve a tour of the building and questions specific to the building. Any general questions regarding the tender will not be answered; these will need to be submitted via the Supplying the South West e-tendering portal.

The visit will be for a maximum of ten people; if this number is exceeded, a second site visit has been arranged. This site visit will only occur if the site visit on the 19 January is full. There is not an option to choose the date of the site visit. The second site visit has been arranged for 20 January 2016 1:00-2:00pm at the Leonard Stocks building as above.

2 Procurement Process

2.1 Procurement Procedure

This Procurement is being undertaken in accordance with the Regulations 74, 75 and 76 of the Public Contracts Regulations 2015 (SI 2015/102) relating to the award of contracts for Social and Other Specific Services, following the Open Procedure as outlined within the Directive (2014/24/EU) and implemented in the United Kingdom by 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		Sub Criteria	Main Criteria	Threshold
STAGE One - Selection				
Pre Qualification Questionnaire			Pass	Pass
Licensing and Registration	Pass			
Grounds for Mandatory Exclusion	Pass			
Grounds for Discretionary Exclusion	Pass			
Economic & Financial Standing	Pass			
Technical and Professional Ability	Pass			

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Project Specific Questions to Assess Technical and Professional Ability	Pass		
Insurance	Pass		
Compliance with Equality Legislation	Pass		
Environmental Management	Pass		
Health and Safety	Pass		
Stage Two - Award		100%	
Mandatory Criteria	Pass		Pass
Method Statements – made up of: 1. <i>Delivery Model</i> 2. <i>Staffing</i> 3. <i>Revolving Door</i>	50% 30% 10% 10%		
Technical Questions – made up of: 1. <i>Risk</i> 2. <i>Safeguarding</i>	15% 7.5% 7.5%		
Presentation/Demonstration/Interview	15%		
Pricing – made up of: 1. <i>Overall Price</i> 2. <i>% Spent on Direct Staff Costs</i>	20% 10% 10%		

2.4 Stage One Evaluation Process

2.4.1 Selection criteria

Selection criteria are those that can be considered in assessing the Applicant's suitability to pursue the professional activity concerned, the Applicant's economic and financial standing and their technical and professional ability.

2.4.2 Pre Qualification Questionnaire

This Pre-Qualification Questionnaire (PQQ) 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 (ATO) and is for all Applicants to answer in full.

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

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PQQ Section	Evaluation Criteria
Supplier Information	This section is for information only and will not be part of the assessment process.
Bidding Model	This 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. The Authority may exclude any Applicant who fails this section
Contact Details	This section is for information only and will not be part of the assessment process.
Licensing and registration	This will be assessed on the basis of pass or fail. The Applicant must demonstrate that they meet the requirements of this section to pass. The Authority may exclude any Applicant who fails this section
Grounds for Mandatory Exclusion	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
Grounds for Discretionary Exclusion	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
Economic and Financial Standing	This will be assessed on the basis of pass or fail. The Applicant must demonstrate that they meet the requirements of this section to pass. The Authority may exclude any Applicant who fails any of these sections
Technical and Professional Ability – Relevant Experience and Contract Examples	
Project Specific Questions to Assess Technical and Professional Ability	
Insurance	
Compliance with Equality Legislation	
Environmental Management	
Health and Safety	

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 (ATO) and 5 Pricing Submission (ATO) is for all Applicants to answer in full.

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

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>
Technical Questions/Method Statements	<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 required content of the presentation, which will include any specific questions/topics to be covered and the scoring system.</p> <p>The presentation/interview will be assessed on a scoring basis.</p>
Pricing	<p>20% is allocated to price. Applicants will be scored against their overall total annual price (exclusive of VAT) and the % of the overall annual price attributed to direct staff salary costs.</p> <p>Any Applicant who's submitted price exceeds the budget stated at 1.4.1 above will be deemed to have failed this section of the process and will not be evaluated further.</p> <p>10% will be allocated to level of price as follows - Applicants with the lowest price will score maximum marks out of a possible one hundred (100) and Applicants submitting higher prices will be awarded marks proportionate to their distance from the lowest price.</p> <p>10% will be allocated to % of the budget allocated to direct staff costs. Applicants with the highest percentage of overall budget allocated to direct staffing</p>

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	costs will score maximum marks out of a possible one hundred (100) and Applicants submitting lower percentages will be awarded marks proportionate to their distance from the highest percentage.
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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.

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.

Score 0	No response	No response	
Score 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
Score 2	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage	
Score 3	Weak	Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage	
Score 4	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it	Fair - Good

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Score 5	Fair - Average	Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level	
Score 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	
Score 7	Good	Good proposal/response that convinces the Authority of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail	
Score 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
Score 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	
Score 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 Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)

Under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) when a service or business changes hands from one employer to another the principal terms of employees' rights are protected. The regulations are designed to protect the rights of employees in a transfer situation enabling them to enjoy the same formal terms and conditions, with continuity of employment.

This means that employees employed by the previous employer (the 'transferor') when the transfer takes effect automatically become employees of the new employer (the 'transferee') on the same terms and conditions. The TUPE regulations provide limited opportunities for the transferee or transferor to vary with the agreement of the employee concerned, the terms and conditions of employment contracts. Harmonisation of terms and conditions of employment is not lawful.

Therefore, the Contractor must abide by TUPE regulations and all statutory regulations and guidance governing transfers of staff. The Contractor should seek legal advice regarding what that means in practice before submitting any tender.

3.1 Indemnity

The Contractor shall indemnify the Authority against all expenses arising out of any claim made by any employee or former employee of the Authority or existing Contractor (who, as a result of the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006, or subsequent amendments, transferred to the employment of the Contractor) or by the existing Contractor itself, which results from any act or omission of the Contractor.

3.2 Claims

The Contractor shall not bring any claim against the Authority in connection with the Transfer of Undertaking (Protection of Employment) Regulations 2006 or any subsequent amendments to such regulations.

3.3 Re-Tendering

At the end of the Contract period or earlier to termination of the Contract for any reason the Contractor shall provide to the Authorised Officer all relevant information relating to those of the Contractor's employees employed in connection with the Contract for which the Authority may reasonably require for the purpose of re-tendering any parts or the entire Contract.

This information may be disclosed by the Authority to any Applicant or potential Applicant. The relevant information may include, without limitation;

3.3.1 Principal Terms and Conditions of Employment

- a) Probationary period, if any;

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- b) Retirement age;
- c) Period of notice;
- d) Current pay agreements;
- e) Any agreed pay settlement yet to come into effect;
- f) Working;
- g) Annual leave entitlement;
- h) Sick leave entitlement;
- i) Maternity/paternity leave arrangements;
- j) Special leave arrangements;
- k) Terms and conditions of transfers;
- l) Pensions arrangements;
- m) Any other special arrangements.

3.3.2 Base Data of Staff who would Transfer

Number of staff who would transfer and in respect of each their age, gender, salary, reckonable service, input hours, regular overtime and wage rates, other factors affecting redundancy entitlement, other factors affecting pension entitlement and any outstanding industrial injury or other claims.

3.3.3 Other General Information

- a) Any relevant collective arrangements;
- b) Sporting, social welfare or other facilities provided that may be asserted to be the employment benefits of staff;
- c) Facility time and facilities provided for trade union officials and health and safety representatives.

3.4 Instructions for Applicants

It is the responsibility of the Applicant to seek legal advice regarding whether TUPE applies to this Contract.

In order to assist Applicants the Authority will provide information in relation to staff members, and the TUPE schedule (Appendix B) will be provided to Applicants on completion and return of the Confidentially Agreement (Appendix A). Signed Confidentially Agreements should be returned via the Discussion area within ProContract and the schedule will be issued to Applicants via the same.

The Authority takes no responsibility over the accuracy or completeness of this information and strongly advises Applicants to seek legal advice in relation to this matter.

In order to maintain fairness, transparency and confidentiality for all Applicants, any questions of clarification in relation to the information provided should be submitted via ProContract. These will be forwarded to the Provider for response. The identity of Applicants raising any questions will remain confidential. Applicants should note that responses will be provided to all Applicants.

4 Glossary

4.1 Definitions

Term	Definition
ATO	Shall mean Above Threshold Open Tender
1 Instructions (ATO)	Shall mean the document containing all the instructions on how to conduct the procurement process
2 Information (ATO)	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 (ATO)	Shall mean the document containing the Authority's requirements in relation to the goods, services or works being procured.
4 Tender Submission (ATO)	Shall mean the document which the Applicant is required to complete and submit, containing Stage One of the Process - the Pre-Qualification 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
5 Pricing Submission (ATO)	Shall mean the document which the Applicant is required to complete and submit, 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 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

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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.
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.
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

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	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.(ATO)
DOTAS	Shall mean Disclosure of Tax Avoidance Scheme.
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 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.
GAAR	Shall mean the General Anti Abuse Rule, which details the tax arrangements which are abusive under UK Law.
Goods	Shall mean all Goods to be supplied as part of this Contract

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	and covered by the Official Purchase Order.
Halifax Abuse Principle	Shall mean the principle of an 'abuse of rights' under UK VAT Law, that where a tax arrangement is set up with the essential aim of avoiding tax, it will not be effective for tax purposes.
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 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.

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Price Review Mechanism	Shall mean the mechanism that will be used to vary the pricing of the Contract.
Pre Qualification 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.
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 (including ambulance costs). This applies to incidents that occur either on or after 29 January 2007.</p>
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

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	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.
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 and contains the selection criteria in the form of the Pre Qualification Questionnaire. The Applicant must be successful at this stage in order for the Stage Two submission to be evaluated.
Stage Two	Shall mean the second stage of the Procurement Process and contains 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.

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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 (ATO)
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 (ATO)
Terms	Shall mean the same as the Contract.
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.
Whole Life	Shall mean the Contract length, including extensions, if available.