



## Invitation to Tender for

Provision of a Care and Wellbeing Service –  
Extra Care Housing

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**Provider Name:** Enter your organisation name

**Tender Return Date and Time:**  
**22<sup>nd</sup> January 2016 @ 23:30pm**

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No part of this document may be produced or transmitted in any form or by any means without prior written approval of the Borough of Poole (The Council).

### Commercial in Confidence

Please do not make any amendments to the original text of this document as it may result in disqualification from the process.

<b>Status:</b>	Issued
<b>Version:</b>	V1 EU Open <i>ProContract Use Only</i>
<b>Date:</b>	18 <sup>th</sup> November 2015

# Section 1 Information

## 1. Introduction

The Council uses a web-based system [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) (ProContract) to manage quote and tender processes. All interaction with the Council in respect of this requirement will be conducted through this system.

### 1.1 Requirement

<p><b>Description of Services (scope)</b></p>	<p>The Borough of Poole is seeking tenders from suitably skilled, experienced organisations to provide a Care and Wellbeing Service for older people and vulnerable adults aged 18years or over, who reside at the Borough’s Extra Care Housing sites.</p> <p>Belmont Court Delphis Court Trinidad Village</p> <p>For Poole Extra Care housing means accommodation that provides enhanced care and support for older people and vulnerable adults who have increased care needs.</p> <p>Care and Wellbeing services include: personal care, waking night care, domestic care and support services.</p> <p>The Borough of Poole has requested TUPE information from current providers of this service as in our opinion TUPE may or may not apply.</p> <p>We are providing the TUPE information received to date but the Borough cannot be liable for the accuracy of this information and it is supplied as a guidance only. If further information is supplied to us, we will forward this to you. The TUPE information is attached as a separate document.</p>
<p><b>Lots</b></p>	<p>No lots apply to this Service.</p>
<p><b>Contract Duration</b></p>	<p>Start date: 1<sup>st</sup> July 2016 It is intended that each extra care scheme will have a different start date.</p> <p>1<sup>st</sup> July 2016 Belmont Court 1<sup>st</sup> August 2016 Delphis Court 1<sup>st</sup> September 2016 Trinidad Village</p> <p>End date: 31<sup>st</sup> June 2019</p> <p>Option to extend: Two years subject to annual review,</p>

	funding availability and satisfactory performance throughout the initial contract period.																								
<b>Procurement Programme</b>	The proposed programme for the full procurement exercise is set out below. The EU Open Procedure is being used. This is intended as a guide and whilst the Council does not intend to depart from the programme it reserves the right to do so at any stage and will notify you during the process should it decide to do so.																								
	<table border="1"> <thead> <tr> <th><b>Procedure</b></th> <th><b>Period</b></th> </tr> </thead> <tbody> <tr> <td>Issue OJEU notice</td> <td>7<sup>th</sup> December 2015</td> </tr> <tr> <td>Issue tender documents</td> <td>9<sup>th</sup> December 2015</td> </tr> <tr> <td>Deadline for ITT Queries</td> <td><b>13th January 2016 by 23:30pm</b></td> </tr> <tr> <td>Tender return date and time</td> <td><b>22<sup>nd</sup> January 2016 by 23:30 pm</b></td> </tr> <tr> <td>Tender evaluation period</td> <td>1<sup>st</sup> February 2016 – 12<sup>th</sup> February 2016</td> </tr> <tr> <td>Presentation Evaluations</td> <td>Week commencing 14<sup>th</sup> March 2016</td> </tr> <tr> <td>Issue standstill letters</td> <td>18<sup>th</sup> April 2016</td> </tr> <tr> <td>Standstill period</td> <td>19<sup>th</sup> April 2016- 28<sup>th</sup> April 2016</td> </tr> <tr> <td>Issue award letter</td> <td>29<sup>th</sup> April 2016</td> </tr> <tr> <td>Implementation Period between Contract Award and Start Date</td> <td>1<sup>st</sup> May 2016 – 30<sup>th</sup> June 2016</td> </tr> <tr> <td>Contract start date</td> <td>1<sup>st</sup> July 2016  It is intended that each extra care scheme will have a different start date.  1<sup>st</sup> July 2016 Belmont Court 1<sup>st</sup> August 2016 Delphis Court 1<sup>st</sup> September 2016 Trinidad Village</td> </tr> </tbody> </table>	<b>Procedure</b>	<b>Period</b>	Issue OJEU notice	7 <sup>th</sup> December 2015	Issue tender documents	9 <sup>th</sup> December 2015	Deadline for ITT Queries	<b>13th January 2016 by 23:30pm</b>	Tender return date and time	<b>22<sup>nd</sup> January 2016 by 23:30 pm</b>	Tender evaluation period	1 <sup>st</sup> February 2016 – 12 <sup>th</sup> February 2016	Presentation Evaluations	Week commencing 14 <sup>th</sup> March 2016	Issue standstill letters	18 <sup>th</sup> April 2016	Standstill period	19 <sup>th</sup> April 2016- 28 <sup>th</sup> April 2016	Issue award letter	29 <sup>th</sup> April 2016	Implementation Period between Contract Award and Start Date	1 <sup>st</sup> May 2016 – 30 <sup>th</sup> June 2016	Contract start date	1 <sup>st</sup> July 2016  It is intended that each extra care scheme will have a different start date.  1 <sup>st</sup> July 2016 Belmont Court 1 <sup>st</sup> August 2016 Delphis Court 1 <sup>st</sup> September 2016 Trinidad Village
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The successful bidder must be available from contract award to commence the contract mobilisation immediately in readiness for service commencement.																									

- 1.2 You must respond to every point raised in Section 3 Supporting Information, Section 5 Evaluation Questions.
- 1.3 You must complete the Pricing Schedule (Section 6) with your acceptance to provide the service at the declared rates.

The declared rates to cover all costs associated with the delivery of this service are detailed in the price and payment section of the contract.

- 1.4 The information contained in this Invitation to Tender (ITT) and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council. This does not, however, negate your obligations to fully familiarise yourselves with the nature and extent of the requirement and obligations arising there from and indeed to form your own conclusions about the methods and resources that are needed to meet the Council's requirements.
- 1.5 Any information relating to the Council and supplied by the Council or otherwise acquired by you in connection with this ITT shall be kept by you in strictest confidence and on trust not to disclose it to any person except that such information may be disclosed so far as is necessary for the purpose of obtaining information and quotations i.e., Bonds / Guarantee's (where necessary) for the preparation and submission of this tender.
- 1.6 You are advised that the Council is not bound to accept the lowest or any tender submitted. You are also advised that the Council may accept all or any part of any tender. Each item will be considered as constituting a separate offer.
- 1.7 The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from cancellation of this process nor for any costs incurred by organisations taking part in the tender process.
- 1.8 It is the responsibility of bidders to consider whether or not the Transfer of Undertakings – Protection of Employment (TUPE) is likely to apply in these particular circumstances and to act accordingly. You should take your own advice to satisfy yourselves regarding the likelihood of TUPE applying in any particular case and in no circumstances shall the Council incur any liability in relation to any such TUPE issues.
- 1.9 TUPE CONDITIONS FOR NON COUNCIL EMPLOYED STAFF Unless the current provider advises Tenderers that its staff will not be transferring you are advised that the commencement of the provision of the Service will be a "relevant transfer" to which TUPE will apply.
- 1.10 The terms and conditions of contract relating to TUPE will apply from the date of acceptance of Tender. As a result of the operation of TUPE, the contracts of employment of the current staff who are engaged in the Service will have effect from the service commencement date as if originally made between the Tenderer who is awarded the Contract and the transferring employee. The Council does not accept any liability for the completeness or accuracy of any information supplied by current providers or forwarded to Tenderers by the Council and Tenderers must make their own enquiries and carry out all due diligence in this regard.
- 1.11 The tenderer shall perform and discharge all its obligations in respect of all the transferring employees from and after the service commencement date. The tenderer shall indemnify the Transferor and the Council against all administrative and professional adviser costs incurred and any employee liabilities arising from

the Tenderers failure to perform and discharge any such obligation by act or omission.

- 1.12 The tenderer will procure that any approved sub-contractor will, ensure that any transferring employees are permitted to remain in their current pension scheme if this is possible and will comply with any legal requirements regarding the provision of pensions for employees prevailing at the service commencement date and for the contract period.

## **2. Tender Enquiries**

- 2.1 Should you be in any doubt as to the interpretation of any part of this document, you must raise a question within ProContract to the Contract Manager whom will answer your query prior to the submission of your tender. The latest you can raise your query is not later than 6 working days before the due date for the return of tenders. You are advised that where such enquiries have been made, and it is appropriate to do so, the Council will send a copy of the enquiry, with the answer, to all bidders with anonymity preserved.

## **3. Tender Format**

- 3.1 All tenders must be written in English and costs submitted are to be presented in Pounds Sterling, exclusive of VAT, but inclusive of all other costs where not stated in the Pricing Schedule.
- 3.2 You may be required to attend a pre-contract meeting to discuss the practical details of operating the contract. It is possible that site visits during the evaluation process may be required. Dates will be conveyed to all bidders in due course if required.
- 3.3 The Council reserves the right to require additional information following the submission of tenders at its discretion.

## **4. Tender Submission**

- 4.1 The tenders must be uploaded to ProContract and the upload must be completed by not later than the time stipulated on the system. No late submissions will be considered nor will tenders received outside of ProContract. Incomplete tenders may be rejected on grounds of non-compliance.
- 4.2 The electronic file(s) submitted should be readable with MS Office 2010 or Adobe. The Council will endeavour to make every effort in opening your file(s); however in the event it cannot open the file(s), your tender may be rejected.
- 4.3 Please do not send in any other information that has not been asked for in this document. Only submit this document and issued attachments, do not change the words or formatting or make it your own. Doing so may result in your tender being rejected.
- 4.4 Under the Council's procurement guidelines the Freedom of Information Act ("FOIA") applies and information provided in connection with a procurement exercise, or with any tender or contract, may have to be disclosed by the Council in response to such a request. A bidder may decide to designate information

supplied as part of a response as confidential or commercially sensitive or a trade secret and not for disclosure, however, any such designation must be clear as to the information affected and the reason for its designation. Different criteria on disclosure apply before and after a contract is completed, however, where there is any conflict between the designation and the Council's statutory obligations or official guidance the Council's decision on disclosure, having considered all the relevant facts and circumstances, will be final.

- 4.5 It is the responsibility of bidders to consider whether or not the Transfer of Undertakings – Protection of Employment (TUPE) is likely to apply in these particular circumstances and to act accordingly. You should take your own advice to satisfy yourselves regarding the likelihood of TUPE applying in any particular case and in no circumstances shall the Council incur any liability in relation to such TUPE issues.

## **5. Tender Validity Period**

- 5.1 Tenders must remain valid for acceptance for a period of 6 months from the tender return date.
- 5.2 If the tender is subject to the Public Contract Regulations 2015 and there is a legal challenge to the Council's decision to award the tender which is not resolved before the end of the tender validity period stated in the previous clause 5.1, tenders must remain valid for acceptance for a period of 28 days after the date the challenge is resolved finally whether by agreement between the parties to the challenge or following a decision by the High Court.
- 5.3 The decision of the Council on whether any action by any person amounts to a legal challenge under the 5.2 shall be final.

## **6. Evaluation Criteria**

- 6.1 Tenders will be evaluated based on pass or fail selection criteria initially and then on the basis of the Most Economically Advantageous Tender (MEAT), a balance of quality and price to determine best value.
- 6.2 The evaluation process will consist of two stages. The first stage of this process will consist of an evaluation of the written proposal. Following this evaluation, organisations will be shortlisted for invitation to stage two which will consist of a presentation and question and answer session. The evaluation criteria for the presentations and question and answer session will be forwarded to shortlisted organisations as appropriate
- 6.3 Tenders will be assessed using a two stage process.

**Stage 1** - The quality submission will be allocated 100% of the marks available (a total of 100 points). The weighting of each criterion is also shown to allow the tenderer to understand the priorities within this project. A maximum of 8 tenderers with the highest quality submission scores at the end of this stage will progress to the presentation and question and answer phase of the tender assessment process (Stage 2).

At this point the score allocated for the quality submission of the proposal will be adjusted and allocated 60% of the total assessment. The remaining 40% of the marks available for quality will be allocated during the presentation and question and answer stage of the assessment process.

**Stage 2** - The second stage of the tender assessment process will be carried out in the form of presentations, question and answer. A maximum of 8 tenderers with the highest quality submission scores will progress to this stage. The elements in this stage will be scored according to the quality assessment criteria listed below. A total of 100 marks is available and will be allocated a worth of 40% of the total tender assessment score.

**Final Scoring** - The final scores will be calculated by combining the scores from Stage 1 and Stage 2 of the tender assessment process:

Quality submission (proposal) – 60%  
 Quality submission (presentation and Q&A) – 40%

6.4 The evaluation process will cover two areas:

**Quality Score** (Stage 1 – 60%, Stage 2 – 40%).

Quality will be evaluated against pre-determined criteria and sub criterion as shown below. The weightings to be applied to evaluation criteria and any sub criterion where applied are also set below.

<b>Evaluation Criteria</b>	<b>Weighting (%)</b>
<b>Selection Criteria</b>	
<b>Section 3 - Supporting Information</b>	
Minimum Requirements (Part A)	Pass or Fail
Exclusion Criteria (Part B)	Pass or Fail
General - Basic Details (Part C)	For information only
General - Financial information (Part C)	Pass or Fail
General - Insurance (Part C)	Pass or Fail
General - Equalities (Part C)	For information only
General - Sustainability (Part C)	For information only
<b>Award Criteria (Section 4 Evaluation Questions)</b>	
Service	30%
Quality	20%
Performance Evidence	20%
Recruitment Competency and Management of staff	10%
Budget	5%
Implementation Plan	5%
Partnership Working	5%
Added Value	5%
<b>Total</b>	<b>100%</b>

The highest total quality score will be awarded a maximum 100%. All the other returned tender quality scores will be given a % score relative to that. This will be done for each tender by dividing the quality evaluation scores by the highest quality evaluation score, multiplying by 100 and the resulting score is multiplied by

the quality weighting of 60%. This will give a score for their tendered quality relative to the highest and provide a rank order.

Scoring will be applied by evaluators with reference to the table below:

Score	Classification	Meaning
0	Unacceptable	This means the bidder was unable to provide any evidence of satisfying the requirement.
1	Serious Reservations	This means the bidder was able to provide evidence of satisfying the requirement but with serious reservations.
2	Minor Reservations	This means the bidder was able to provide evidence of satisfying the requirement but with minor reservations.
3	Satisfactory	This means the bidder was able to satisfy the requirement through evidence.
4	Good	This means the bidder was able to provide evidence of meeting the requirement and offers an in depth understanding of the subject.
5	Outstanding	This means the bidder was able to provide full evidence of meeting the requirement, an in depth understanding of the subject and a wider range of relevant experience.

**Presentation and Q&A Score (40%).** The presentation and Q&A will be allocated the weightings as set below.

Presentation and Q&A	Weighting (%)
Presentation	60%
Question and Answer	40%
<b>Total</b>	<b>100%</b>

These elements will be evaluated using a scoring sheet supplied to all staff attending. These scores will be totalled for each element and averaged by dividing the total by number of attendees. The highest score will be awarded a maximum 100%. All the other scores will be given a % score relative to that. This will be done for each tender by dividing the evaluation scores by the highest evaluation score, multiplying by 100 and the resulting quality score is multiplied by the weighting of 40%. This will give a score for their elements relative to the highest and provide a rank order.

**The topic for the presentations will be – ‘Demonstrate how you will ensure that service users are effectively supported to identify and achieve their outcomes, maximise their potential and enabled to live fulfilling lives.’**

### **Price Score 0%**

These Services have a declared rate of £14 per hour.

The tender price will be as per clause 1.6 Service Specification.

Pricing will be evaluated to ensure all relevant costs are visible and comparable, including sensitivity analysis where appropriate.

At our discretion we may also conduct further financial checks. We also reserve the right to require bidders to attend meetings in order to assess their tender for carrying out the contract. References may also be sought to back up your responses and used for tender clarification purposes.

## **7. Notification of Award**

- 7.1 The Council will notify acceptance through ProContract to the successful bidder(s). The Council will notify the unsuccessful bidder(s) in the same way. Any attempt to make contact before this will be refused.
- 7.2 The engagement of the successful bidder(s) is subject to the formal approval process of the Council. Until all necessary approvals are obtained; no contract will be entered into.

## **8. Terms and Conditions**

- 8.1 The terms and conditions used for this tender are as follows:

Contract for the Provision of a Care and Wellbeing Service – Extra Care Housing and are attached as a separate document within ProContract.

## **9. Electronic Requirements: Purchase Orders, Product Catalogues, Invoices and Remittance Advice**

### **9.1 Purchase Orders**

Where supply arrangements are subject to further instructions this will be done by purchase order. Purchase orders are sent to successful bidders by email only. In such cases you must provide an email address that is appropriately monitored (e.g. [sales@ABC.co.uk](mailto:sales@ABC.co.uk))

### **9.2 Product Catalogues**

Where supply arrangements are subject to further instructions, and the same goods or services are purchased over and over again, you may be required to provide catalogue access to your products to simplify our purchasing experience. You will have a couple of technical options depending on your own business requirements:

- Provide relevant product information (i.e. description, price, images and so on) and we will create an internally hosted Council catalogue.
- Enable punchout from the Council system to your existing sales website. This can only be done if your website has a shopping basket facility and you are able to accept cXML messages.

### 9.3 Invoices

Where, in the Council's opinion, the supply arrangement will generate a significant volume of invoices you must submit your invoices electronically. You will have a couple of technical options depending on your own business requirements:

- The simple option (Purchase-Order-Flip) requires no development time, is free, and there are no transactional charges.
- Full back-end integration is free and there are no transactional charges, you would however need to commit a technical resource to do some development work at your end.

### 9.4 Remittance Advice

Remittance advice is sent to successful bidders by email only. You must provide an email address that is appropriately monitored (e.g. [remittance-advice@ABC.co.uk](mailto:remittance-advice@ABC.co.uk)).

# Section 2 - Lots

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Lots	Please Tick below
No lots apply to this service	<input checked="" type="checkbox"/>
	<input type="checkbox"/>

# Section 3 Supporting Information

Please ensure that you complete the Supporting Information questionnaire as requested in full. Failure to do so may result in your tender being disqualified. We may ask to see documents at a later stage. So it is advisable you ensure they are available on request.

## Part A – Minimum Requirements

Bidders must meet the minimum requirements in Part A (where applied) and Part B in order for further evaluation to take place. If you cannot meet these minimum requirements or exclusion criteria, please do not proceed further with the tender as your application will be rejected.

**You should answer ‘Yes’ or ‘No’ to each question where indicated. If you cannot answer ‘Yes’ to each question, we cannot evaluate your tender further.**

We may ask for further evidence to support your responses (Note: if left blank no minimum requirements apply to this process).

1.0	Minimum Requirements	Pass or Fail Answer Yes or No
1.1	Is your organisation registered with the Care Quality Commission (CQC)?	Yes / No
1.2	Does your organisation meet the CQC guidance about compliance with the Essential Standards of Quality and Safety and all other provisions or regulations made under the Health and Social Care Act 2008 (regulated activities) Regulations 2014 and the CQC (registration) Regulations 2009?	Yes / No
1.3	Will you be able to fully operate all services from an office ideally situated within the Borough of Poole.  If a local office is not available, full contingency plans must be in place to ensure the service is operational to a high standard at all times.	Yes/No  If you are not able to fully operate all services from a CQC registered office ideally situated within the Borough of Poole. <b>Please provide a copy of your contingency plan.</b>
1.4	Please confirm at your last CQC inspection that you received either a rating of:  Level: Good or Non Compliant with 1 minor concern only.	Yes / No

## Part B – Exclusion Criteria

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1	<b>Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</b>	<b>Answer Yes or No</b>
(a)	conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;	Yes / No
(b)	corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	Yes / No
(c)	the common law offence of bribery;	Yes / No
(d)	bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	Yes / No
(e)	any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:	Yes / No
(i)	the offence of cheating the Revenue;	Yes / No
(ii)	the offence of conspiracy to defraud;	Yes / No
(iii)	fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	Yes / No
(iv)	fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	Yes / No
(v)	fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	Yes / No
(vi)	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	Yes / No

(vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	Yes / No
(viii)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	Yes / No
(ix)	the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	Yes / No
(f)	any offence listed—	
(i)	in section 41 of the Counter Terrorism Act 2008; or	Yes / No
(ii)	in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	Yes / No
(g)	any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	Yes / No
(h)	money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	Yes / No
(i)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	Yes / No
(j)	an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	Yes / No
(k)	an offence under section 59A of the Sexual Offences Act 2003;	Yes / No
(l)	an offence under section 71 of the Coroners and Justice Act 2009	Yes / No
(m)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	Yes / No
(n)	any other offence within the meaning of Article 57(1) of the Public Contracts Directive—	
(i)	as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	Yes / No
(ii)	created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	Yes / No
2.2	<p><b><u>Non-payment of taxes</u></b>  <b>Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</b></p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>	Yes / No

## Grounds for discretionary exclusion – Part 1

The Council may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

3.1	Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Answer Yes/No
(a)	your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	Yes / No
(b)	your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	Yes / No
(c)	your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	Yes / No
(d)	your organisation has entered into agreements with other economic operators aimed at distorting competition;	Yes / No
(e)	your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;	Yes / No
(f)	the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	Yes / No
(g)	your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	Yes / No
(h)	your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or	Yes / No
(i)	your organisation has undertaken to	
	(aa) unduly influence the decision-making process of the contracting authority, or	Yes / No
	(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	Yes / No

(j)	your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<b>Yes / No</b>
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**Part C – General**

Please note we reserve the right to reject your tender where you fail the financial checks or do not have the appropriate insurances.

<b>Supplier Details</b>		<b>For Information Only</b>
Full name of the Supplier completing the PQQ:		
Registered company address:		
Registered company number:		
Registered charity number		
Registered VAT number:		
Name of immediate parent company:		
Name of ultimate parent company:		
Please indicate 'Yes' or 'No' in the relevant box to indicate your trading status.	i) a public limited company	<b>Yes / No</b>
	ii) a limited company	<b>Yes / No</b>
	iii) a limited liability partnership	<b>Yes / No</b>
	iv) other partnership	<b>Yes / No</b>
	v) a sole trader	<b>Yes / No</b>
	vi) other (please specify)	<b>Yes / No</b>
Please indicate 'Yes' or 'No' in the relevant boxes to indicate whether any of the following classifications apply to you	vii) Voluntary Community and Social Enterprise (VCSE)	<b>Yes / No</b>
	viii) Small or Medium Enterprise (SME)	<b>Yes / No</b>
	ix) Sheltered workshop	<b>Yes / No</b>
	x) Public service mutual	<b>Yes / No</b>

<b>Contact details – Your contact details for enquiries about this tender</b>	
Name	
Contact position (Job Title)	
Full postal address	
Phone/Mobile	
Email	

<b>Bidding Model</b>		<b>For Information Only</b>
Please indicate 'Yes' or 'No' in the relevant box to indicate whether you are;		
a) Bidding as Prime Contractor and will deliver 100% of the key contract deliverables yourself.		<b>Yes / No</b>
b) Bidding as Prime Contractor and will use third parties to deliver <u>some</u> of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.		<b>N/A</b>
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services.  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.		<b>N/A</b>
d) Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the Borough may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.		<b>Yes / No</b>  <b><u>Consortium members</u></b>  <b><u>Lead member</u></b>
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.		<b>Yes / No</b>  <b><u>Consortium members</u></b>  <b><u>Current lead member</u></b>  <b><u>Name of Special Purpose Vehicle</u></b>

<b>Licensing and Registration</b>		<b>For Information Only</b>
<b>(please indicate 'Yes' or 'No' in the relevant box)</b>		
Registration with a professional body.  If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).		<b>Yes / No</b>  If Yes, please provide the registration number in this box.

<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<p style="text-align: center;"><b>Yes / No</b></p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p>
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<b>1.0</b>	<b>Financial Information</b>	<b>Pass or Fail</b>
	<p>You should be aware that the Council may use a credit reference and financial status records agency. Other financial information may be sought in order to complete our risk assessment. These may include a review of current assets against liabilities, profitability over the previous four years, size of any long term liabilities (particularly where these are financed by external bank loans), the structure of the company and whether it is or could be supported by a Parent Company, the value of current reserves, whether the contractor is long-established, plus consideration of the size of contract against company turnover (more than 25%).</p> <p>Turnover: £</p> <p>Please indicate which of the following you would be willing to provide <u>on request</u>:-</p>	
1.1	A copy of your audited accounts for the most recent two years	<b>Yes / No</b>
1.2	A statement of your turnover, profit and loss account and cash flow for the most recent year of trading	<b>Yes / No</b>
1.3	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	<b>Yes / No</b>
1.4	Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	<b>Yes / No</b>
	<p>Are you part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below:</p> <p>Name of the organisation: &lt;&lt;ENTER TEXT&gt;&gt; Relationship to the Supplier completing the PQQ: &lt;&lt;ENTER TEXT&gt;&gt;</p> <p>If yes, please provide Ultimate/parent company accounts if available.</p> <p>If yes, would the Ultimate/parent company be willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?</p>	<p><b>Yes / No</b></p> <p><b>Yes / No</b></p> <p><b>Yes / No</b></p>

<b>2.0</b>	<b>Insurance</b>	<b>Pass or Fail</b>
	If your organisation's tender is successful, adequate insurance cover will be required. Please provide details of all your insurance cover currently in force. The minimum levels required are indicated below.	
2.1	<b>Public Liability £5 million</b>	<b>Yes / No</b>
2.2	<b>Professional Indemnity £5 million</b>	<b>Yes / No / N/A</b>
2.3	<b>Employer's Liability Insurance</b> (a legal requirement, except for businesses employing only the owner/close family members) of at least <b>£10 million</b>	<b>Yes / No / N/A</b>
2.4	Please confirm that if you do not have the appropriate insurance in place you will ensure it is in place prior to contract inception.	<b>Yes / No / N/A</b>

<b>3.0</b>	<b>Compliance with Equality Legislation</b>	<b>Pass or Fail</b>
	For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.	
3.1	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<b>Yes / No</b>
3.2	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK) on ground so alleged unlawful discrimination?</p> <p>If you have answered 'yes' to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Borough's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<b>Yes / No</b>
3.3	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<b>Yes / No</b>
3.4	The Borough is committed to promoting equality and celebrating diversity in our town, our services and our workplace. As such, Equality Standards are built into the whole procurement cycle. All organisations that supply goods or services to the Borough are required to meet our Equality Standards and operate them without exception. Our commitment is outlined in our Fairness for All Equalities Policy 2012 - 2015.	<b>Yes / No</b>

	Where you do not have your own policy or have one that is not initially acceptable to us, we would expect you to meet the standards laid out in our policy detailed above. Please confirm that you are willing to commit to our Equality Standards.	
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<b>4.0</b>	<b>Environmental Management</b>	<b>Pass or Fail</b>
4.1	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including Local Authority)?</p> <p>If your answer to this questions is 'yes', please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices service.</p> <p>The Borough will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last three years, unless the Borough is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<b>Yes / No</b>
4.2	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation.</p>	<b>Yes / No</b>

<b>5.0</b>	<b>Health and Safety</b>	<b>Pass or Fail</b>
5.1	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	<b>Yes / No</b>
5.2	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last three years?</p> <p>If your answer to this question is 'yes', please provide details in a separate Appendix of any enforcement /remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p>	<b>Yes / No</b>

# Section 4 Specification

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The specification is attached as a separate document.

Please read the specifications thoroughly as they are documents against which your evaluation questions and method statements will be evaluated.

# Section 5 Evaluation Questions

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The following instructions apply.

**You must submit your responses as separate documents.**

You have been asked below to provide a response for each area to give us details of how you would provide the service. These documents are your opportunity to convince us that you should be awarded this contract. Make sure you tell us everything relevant. Once the Borough is satisfied with these documents, they will be incorporated into and form part of the contract.

Please note that for each response, excluding 1.1 Service, the response should be no more than two sides of A4 in Arial Font Size 12.

For 1.1 Service, the response should be no more than 20 sides of A4 in Arial Font size 12.

For 1.3 Performance Evidence, the two sides of A4 refers to the response.

**If any of the responses contain more than this, the information will be excluded from the evaluation process and may affect your organization being awarded this contract.**

Please read the Service Specification/s carefully and submit your responses.

Section	Criteria	Weighting
<b>1.0</b>		100%
1.1 Service	Please demonstrate how you would meet the requirements of the Specification/s. Please state how you will ensure that the Outcomes as detailed in the Specification will be delivered.	30%
1.2 Quality	Detail what quality standards will be used in the delivery of the service. Propose outcome measures for the Service and methods of monitoring. What, how and when would data be collected. Describe what use would be made of information gained.	20%
1.3 Performance Evidence	Please demonstrate on how you are going to deliver the service to this client group that demonstrates your organisations ability to meet the standards required.  Provide evidence from past and current performance from external bodies e.g. CQC, Local Authority contract monitoring as well as your organisation's direct evidence statement of delivering the relevant service to this client group that demonstrates your organisation's ability to meet the standard required.	20%

	<p>In addition to your method statement, please provide a list of all your current contracts that are relevant to the authority's requirement. For each contract, please provide –</p> <ul style="list-style-type: none"> <li>• Customer organisation</li> <li>• Customer contact name, phone number and email</li> <li>• Contract title</li> <li>• Brief description of contract <b>(100 words maximum)</b></li> <li>• Contract start date</li> <li>• Contract end date</li> <li>• Contract value</li> </ul> <p><b>We will contact at least 3 of these organisations for a reference that will be evaluated as part of your performance evidence.</b> If you cannot provide details of at least 3 contracts, please briefly explain why (100 words maximum). <b>(Method Statement required and list of current contracts)</b></p>	
1.4 Recruitment Competency And Management of staff	Please indicate the number, title and skills of paid staff that you propose to engage in the provision of the Service. For each post give: job title(s); number of hours worked; whether there is an employee already in post or to be recruited. Please also give a general description of the management structure for this Service. Please indicate the competence and relevant experience of managerial staff and proposals for staff and volunteer performance monitoring including induction, training and development.	10%
1.5 Budget	Please provide a full breakdown of all cost components of the declared rates on a separate spreadsheet.	5%
1.6 Implementation Plan	Please provide an implementation plan which gives a detailed timetable of timescales involved, especially if your organisation needs to set up in the area	5%
1.7 Partnership Working	Please provide external evidence of your Organisation's ability to work in partnership on this contract and how you would work together to meet Service User care needs and outcomes	5%
1.8 Added Value	Please provide any details of added value that your organisation will bring to this contract.	5%

## Section 6 Pricing Schedule

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The funding available for this service are the declared rates to cover all costs associated with the delivery of the Provision of a Care and Wellbeing Service – Extra Care Housing.

- Please ensure you have included a full budget breakdown of costs on a separate spreadsheet in your responses.

I/We \_\_\_\_\_ of \_\_\_\_\_ understand and accept the declared rates for this service to cover all costs associated with the delivery of this service.

# Section 7 Form of Tender

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Having examined the Invitation to Tender and its accompanying documents (which I/we shall keep) and being satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the conditions of tender and the contract, I/we

**STATE YOUR NAME**

of

**STATE YOUR ADDRESS**

offer subject to the conditions of tender to provide or supply upon the terms and conditions of this contract in its present form the service / the goods / the works for the fixed price or annual sum or for the prices on the quoted schedule of rates as indicated in the Pricing Schedule and for the contract period.

I/We understand and agree that your written letter of acceptance of our tender shall constitute the making of a binding contract between us and acknowledge acceptance of the assigned terms and conditions.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

# Section 8 Collusion Certificate

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By submitting my/our response, I/we

**STATE YOUR NAME**

Of

**STATE YOUR ADDRESS**

certify that we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Council or other contracting authority in connection with the award of the contract and that no person employed by us has done or will do any such act and we will indemnify the Council against any costs or loss arising from any unlawful canvassing in breach of this undertaking.

# Section 9 Appendices and Checklist

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This is the documentation you will receive from the Borough of Poole –

Description	Received
Invitation to Tender	
Contract	
Service Specification	
TUPE Information	

This is the documentation you should return to the Borough of Poole –

Description	Submitted
<b>Invitation to Tender</b> – all sections completed	
<b>Your Responses to Section 3 Evaluation Questions:</b>	
Service	
Quality	
Performance Evidence (Method Statement required and list of current contracts)	
Recruitment Competency and Management of Staff	
Budget	
Implementation Plan	
Partnership working	
Added Value	
Contingency Plan (where applicable)	