



**BRISTOL CITY COUNCIL**

**AND**

**SOUTH GLOUCESTERSHIRE COUNCIL**

**EMERGENCY ACCOMMODATION SERVICE**

**INFORMATION FOR TENDERERS**

**REQD1001507**

**SECTION 1**

# EMERGENCY ACCOMMODATION SERVICE

## INFORMATION FOR TENDERERS

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## A. FOREWORD

Bristol City Council is a unitary authority with an elected Mayor; it has a population of 437,500 and is the seventh largest English city outside London. It is a rapidly growing city, with a young and diverse population, a successful economy and a commitment to protecting the environment. The Mayoral Vision for the City can be found by following the hyperlink below:

[A vision for Bristol: at a glance | Bristol City Council](#)

The Council spends around £300million per annum on various works, goods and services to bring benefits to the City and its residents. Many of these are provided by external providers, all of whom must commit to upholding the standards that the council expects. These include:

Standards of work – work must be carried out to the highest standards by suitably qualified and competent personnel.

Health and safety – organisations must have relevant and effective health and safety systems and policies in place. They must comply with relevant legislation, codes of practice and safe working systems.

Business Continuity – organisations providing essential services must be able to maintain service in the event of a major emergency.

Sustainability – work carried out must improve the environment of Bristol, and quality of life for Bristol residents.

Equalities – providers must work to the principles of the Equality Act 2010, in particular the s.149 public sector equality duty. The provider must have due regard to the need to:

- a) Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Act;
- b) Advance equality of opportunity between persons who share a relevant characteristic and persons who do not share it;
- c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Safeguarding – providers must provide the service in such a manner that complies with national and Council requirements with regards to safeguarding the service users.

South Gloucestershire Council is a unitary authority with a majority controlled Conservative Council with 70 elected Councillors. South Gloucestershire has a rich natural and cultural heritage and is a mixed urban and rural authority of great diversity located in the South West of England. It is an area of diversity and contrast with a variety of communities, characterised by the special relationship between town and country. The Council's area borders Bristol, Bath and North East Somerset, Gloucestershire and Wiltshire and the river Severn and covers 53,665 hectares, with a population of 269,100. 62% of the population lives in built up areas immediately adjoining Bristol. 18% live in the towns of Yate, Chipping Sodbury and Thornbury, and the remaining 20% live in the more rural areas.

South Gloucestershire's Housing Strategy sets out our vision for housing in South Gloucestershire. It has four major themes and under each one, the ambitions we want to achieve:

Housing and our economy: Affordable, sustainable and investing in communities

Housing and healthier living: Quality, choice, right for you

Housing within communities: Friendly, safe communities we are proud of

Housing and our place: Well-planned places for a greener future

The Council is committed to achieving the best for our residents and their communities, ensuring South Gloucestershire will always be **'a great place to live and work.'**

### **Our values**

- Developing strong community leadership
- Helping individuals and our communities determine their own future
- Respecting our staff
- Leading with our partners
- Championing equality of opportunity for all
- Protecting the environment for future generations
- Using available resources to deliver best value for local people

### **Our behaviours**

- Leaders of change - innovative and agile
- Excellent managers
- Team players
- Empowering, delegating and trusting
- Focused on delivery
- Customer and community focused
- **South Gloucestershire Council's Strategy 2012 – 2016**  
<http://www.southglos.gov.uk/documents/cex120053.pdf>

## **B. BACKGROUND AND OVERVIEW**

### **1 Introduction**

1.1 Bristol City Council is jointly commissioning Emergency Accommodation Service with South Gloucestershire City Council. Bristol City Council is leading the procurement but services procured through this process will be jointly available to both authorities.

1.2 This document relates to the procurement of Emergency Accommodation. These services are being procured under the Public Contracts Regulation 2015, Light Touch Regime (LTR).

- 1.3 Preliminary market survey was undertaken between April 2015 to July 2015 and current and potential providers were sent questionnaires. About 100 survey forms were sent out to the providers who are registered on the Proactis (Bristol City Council's old E-procurement system which has been replaced by ProContract in February 2016). The response to the survey was low. The anonymised feedbacks could be accessed on the Attachments within the ProContract.

## **2 Proposed Contract**

A detailed description of the Emergency Accommodation Service that a service provider will be required to supply is set out in the Service Specification (Section 3 of the Tender Pack). The contract will be for 8 years with the option to extend for up to a further 2 years, this will be made up of 1 plus 1 subject to agreement with the council and the service provider(s). Potential value of the contract is £6,000,000 per annum.

## **3 Lot Details**

- 3.1 The council intends to split this Contract into 2 separate lots.
- 3.2 The lot details are as follows
  - 3.2.1 Lot 1 - Standard Services (awards without re-opening competition) – direct spot purchase
  - 3.2.2 Lot 2 - Competed Services (awards following mini-competitions) - block purchase

## **4 Open Framework**

- 4.1 Bristol City Council in collaboration with South Gloucestershire Council intends to let an Open Framework for the provision of Emergency Accommodation Service. The services are further described in the Service Specification (Section 3 of the Tender Pack). The Open Framework will enable both Councils to place orders for the Emergency Accommodation with successful tenderers.
- 4.2 Both Councils will be able to place orders directly with the service providers off the Lot 1 - Standard Services (awards without re-opening competition) on the Open Framework based on the service requirement and price per household size / type. There will also be opportunities to tender for block contracts off the Lot 2 - Competed Services (awards following mini-competitions) on the Open Framework.
- 4.3 The Open Framework will be open to the tenderers to join throughout the life of the contract. Bristol City Council and South Gloucestershire Council will be assessing the tenderers suitability to join the Open Framework as detailed in the 'Evaluation of the Tenderer Submission' under the paragraph D.

- 4.4 If the tenders are interested to tender for lot 1, they will be ranked in the order of the price per household size / type. Both Councils will be able to place orders directly with the service providers listed on lot 1 of the Open Framework based on suitability for the service users (as assessed by booking teams) and on the lowest price.
- 4.5 New and unsuccessful tenderers will have the option to apply to get on the Open Framework throughout the life of the contract. The service providers who are on the Open Framework will have the option of re-submitting revised prices throughout the life of the contract.
- 4.6 The service providers can reduce their price at any time leading to a re-ranking, but price increases will only be considered by the council if proposed by the service provider annually at the anniversary of the award of the Open Framework.
- 4.7 Every two months the Council will be evaluating the new tenderers as detailed in the 'Evaluation of the Tenderer Submission' under the paragraph D, to allow them onto the Open Framework and subsequently re-rank the service providers on the Open Framework in the order of their latest price submission. This revised list will be used for the purpose of spot purchase.
- 4.8 The Open Framework was let on Bristol City Council's e-procurement system Proactis in January 2016. In the 1<sup>st</sup> round, the tenders were invited and the successful tenderers were appointed to the Open Framework via the Proactis. The Council has implemented a new e-procurement system called ProContract in February 2016. Emergency Accommodation Open Framework has been transferred to the ProContract and next rounds of tenders are going to be undertaken on the ProContract. Please refer to the information provided in the section 6 **Submission of Tender - Electronic Tendering** - on how to submit your tender.
- 4.9 The Council will also be purchasing accommodation through block contracts by calling for competition among service providers from Lot 2 - Competed Services (awards following mini-competitions) on the Open Framework. The block contracts placed by the Council will be subject to separate call off contract terms and conditions.

## **C. INSTRUCTIONS FOR SUBMISSION OF TENDER**

### **1 General**

- 1.1 Tenderers are invited to submit a tender for the provision of an Emergency Accommodation Service. Submission of this tender and communication between tenderers and the council throughout the tender period will be via the council's e-commissioning and tendering portal ProContract.

- 1.2 The instructions in this document are designed to ensure that all tenderers are given equal and fair consideration. It is important therefore that tenderers provide all the information asked for in the format and order specified.
- 1.3 Tenderers should read these instructions carefully before completing the tender documentation. Failure to comply with these requirements for completion and submission of the tender response may result in the rejection of the tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations.
- 1.4 These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the tenderer accepts these Conditions.
- 1.5 Tenders must not be qualified and tenderers should not make unauthorised changes to the tender documentation. A tender is qualified or conditional when a tenderer submits a bid that does not comply with the requirements of the invitation to tender. Examples of qualified or conditional tenders are when the:
  - 1.5.1 Tenderer does not accept the terms of payment,
  - 1.5.2 Tenderer does not accept the terms and conditions but proposes different conditions,
  - 1.5.3 Tenderer proposes different insurance coverage,
  - 1.5.4 Tenderer proposes different guarantees than those specified,
  - 1.5.5 Tenderer proposes different conditions.
- 1.6 Tenders must not be accompanied by statements that could be construed as rendering the tender equivocal (open to two or more interpretations) or placing it on a different footing from other tenders. Nor should tenderers approach the council during the tender process to suggest alterations in the tender documents. Where a tender does not comply with this paragraph, the council may reject it or accept it as an unequivocal tender (having only one meaning or interpretation) submitted and priced in accordance with the tender documents. The council's decision as to whether or not a tenderer's tender is acceptable and how it will treat an unacceptable tender will be final and the council will not regard itself as under any obligation to consult tenderers on this.
- 1.7 All tender documents must be completed in full. The tenderer who is awarded the contract will be required to sign documentation:
  - 1.7.1 Where the tenderer is an individual, by that individual;
  - 1.7.2 Where the tenderer is a partnership, by at least two duly authorised partners; or

- 1.7.3 Where the tenderer is a company, by two Executive Directors or by an Executive Director and the Company Secretary.
- 1.8 All documentation supplied by the council shall remain its property and confidential to it and should be returned at the time of tender or upon request. Tenderers may not, without the council's written consent, at any time use for their own purposes or disclose to any other person (except as may be required by law) the tender or contract documents or any information or material which the council may make available to tenderers all of which shall remain confidential to the council.
- 1.9 The council may reject non-compliant tender responses. Tender responses that are deemed by the council to be fully compliant will proceed to evaluation.
- 1.10 The council does not warrant that it will place any particular orders or any level of business with the service provider/s it selects. The council does not bind itself to accept the lowest priced or any tender. The council shall not be liable for any loss or expense incurred by any tenderer as a result of its decision not to award the contract to any tenderer.

## **2 Timescales**

- 2.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the council does not intend to depart from the timetable it reserves the right to do so at any stage.
- 2.2 The council reserves the right to cancel the tender process at any point and is not liable for any costs resulting from any cancellation.

<b>DATE</b>	<b>STAGE</b>
23 <sup>rd</sup> October 2015	Publication of the OJEU Contract Notice
23 <sup>rd</sup> October 2015	Tendering Process for Open Framework commenced.
60 (Calendar) Days	The period allowed between submission of an Indicative Tender (bid) and issue by the Council of confirmation of Acceptance/Rejection to the Open Framework
22 <sup>nd</sup> October 2023	Maximum period for Open Framework

## **3 Tender Validity**

- 3.1 The tender is an unconditional offer and should remain open for acceptance for a period of 180 days. A tender valid for a shorter period may be rejected.



## **4 Preparation of Tender**

- 4.1 Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tenders and all other stages of the selection and evaluation process. All material issued in connection with this tender process shall remain the property of the council and shall be used only for the purpose of this procurement exercise. All due diligence information shall be either returned to the council or securely destroyed by the tenderer (at the council's option) at the conclusion of the procurement exercise or earlier if a tenderer withdraws or declines an interest.
- 4.2 Under no circumstances will the council, or any of its advisers, be liable for any costs or expenses borne by tenderers, sub-contractors, suppliers or advisers in this process.
- 4.3 Tenderers are required to complete and provide all information required by the council in accordance with the Conditions and other parts of the tender document. Failure to comply with what is set out in the Conditions and the Invitation and Information for Tenderers documents may lead the council to reject a tender response.
- 4.4 Tenderers should provide their response to the questions in the tender submission template rather than referring to one of their documents. Additional documents will not be evaluated, except where expressly requested.
- 4.5 The council relies on tenderers' own analysis and review of information provided. Consequently, tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 4.6 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the tender process and their tenders, without reliance upon any opinion or other information provided by the council or their advisers and representatives.
- 4.7 The council may make drafting changes to the tender documentation until six working days before the date for return of tenders. Tenderers will be required to accept any such changes without reservation.
- 4.8 Tenderers should notify the council promptly of any perceived ambiguity, inconsistency or omission in the tender documents, any of its associated documents and/or any other information issued to them during the procurement process. All queries, questions and requests for information regarding this tender should be made via ProContract on the 'View

Messages' tab. The deadline for clarification questions is given in the timetable information above.

## **5 The Tender Pack (Sections & Schedules)**

**5.1 Section 1 - Information for Tenderers** (current document) *No input required, document is for information and guidance for tenderers.*

5.1.1 This includes details of the tendering process, tendering and evaluation guidance, the background information and key requirements that need to be addressed to enable providers to submit a formal proposal for completing a particular piece of work or for the provision of Services.

**5.2 Section 2 - Conditions of Contract** (separate pdf document) *No input required, document is for information and guidance for tenderers.*

5.2.1 This section sets out the Conditions on which the services are to be provided. These Conditions shall apply to the contract. This section requires no input and no terms or conditions put forward at any time by the tenderers shall form any part of the contract.

5.2.2 Tenderers should understand the content of this section as it provides information relating to the performance of the contract and will assist with the development of the tenderers response when completing other parts of the tender document.

**5.3 Section 3 – Service Specification** (separate pdf document) *No input required, document is for information and guidance for tenderers.*

5.3.1 The specification is an explicit set of requirements to ensure the right service is provided. Tenderers need to understand what the requirements are and relate this to the input required in other parts of the tender document.

**5.4 Section 4 - Suitability Assessment** (embedded into the system)

5.4.1 The provider should submit their responses to these questions through ProContract. The questions are embedded into the system.

**5.5 Section 5 - Tender Submission and Pricing** (embedded into the system)

5.5.1 The provider should submit their responses to questions through ProContract. The questions are embedded into the system

5.5.2 This section will include section on Safeguarding policy and procedures, Equalities policy and procedures, Accommodation Standards, questions related to the specification, and Pricing.

5.5.3 Tenders will have to self-certify that any accommodation provided to the council for the emergency accommodation will meet the minimum standard under the West of England letting standard.

5.5.4 There are a small number of questions about the service delivery which will test the tenderers.

- 5.5.5 For Pricing document which is for Lot 1 – Standard Services (awards without re-opening competition) needs to be downloaded from the Attachments tab on the ProContract and to be completed and uploaded as part of the tender submission through the ProContract Supplier Portal.
- 5.5.6 If tenderers are not interested in providing spot purchased accommodation (Lot 1) then they do not need to complete this section (more information is available in the Tenderer Submission and Pricing document).
- 5.5.7 Pricing section allows you to give the price based on per night per household members. All rates and prices must be quoted in whole pounds sterling.
- 5.5.8 VAT should not be included in the tender rates and prices. Any VAT will be paid to the service provider as a separate item from any payments for work undertaken. There are provisions in the Conditions relating to this.
- 5.5.9 The council proposes to check the submitted Pricing Document for errors in computation. If it finds any such errors, it will tell tenderers about them and give them the opportunity to amend the errors or withdraw their tender.
- 5.6 **Section 6 - Parent Company Guarantee** (separate pdf document)
  - 5.6.1 This section requires no input by tenderers until the tender outcome is published, at which point it will be completed by successful service providers on award (if applicable).
- 5.7 **Section 7 – Declarations** The following are declarations that will need to accompany your tender submission. You will find the below documents on the ProContract:
  - 5.7.1 Non-Canvassing Agreement (separate pdf document). Please print, sign and upload this document as part of your tender submission.
  - 5.7.2 Non-Collusive Agreement (separate pdf document). Please print, sign and upload this document as part of your tender submission.

**5.8 Tender Pack Summary Information**

<b>Section</b>	<b>Action for Tenderer</b>
<b>Section 1</b> - Information for Tenderers	No input required, document is for information and guidance for tenders.
<b>Section 2</b> - Conditions of Contract	No input required, document is for information and guidance for

	tenders.
<b>Section 3 - Service Specification</b>	No input required, document is for information and guidance for tenderers.
<b>Section 4 - Suitability Assessment</b>	To be completed on the ProContract Supplier Portal by tenderers.
<b>Section 5 – Tender Submissions and Pricing</b>	To be completed and uploaded on the ProContract Supplier Portal by tenderers as per the instructions.
<b>Section 6 - Parent Company Guarantee</b>	For information. To be completed on award (if applicable).
<b>Section 7 –Declarations</b>	To be signed and uploaded as part of tender submission

## 6 Submission of Tender - Electronic Tendering

6.1 The Council is utilising an electronic tendering tool to manage this procurement and communicate with tenderers. Accordingly, there will be no hard copy documents issued to tenderers and all communications with the Council including the submission of tender responses will be conducted via ProContract.Tender submission. The submission should be completed through the Portal.

6.2 To submit a response tenderers should:

- 6.2.1 log on to ProContract on <https://procontract.due-north.com>
- 6.2.2 click onto 'Find Opportunities'
- 6.2.3 click on the opportunity: CAR – Emergency Accommodation Open Framework
- 6.2.4 click on 'Register Interest' to access the tender documents
- 6.2.5 go to 'My Activities' to find the opportunity and create your response
- 6.2.6 click on 'Start' to begin the process and follow the wizard.

6.3 Please note the 'Time Remaining Countdown' alerting you to the time available to final tender submission. Please note the ProContract system may let you submit after the deadline but the Council ordinarily will not accept bids submitted after the deadline.

6.4 In the event that a tenderer does not wish to participate further in this procurement exercise, the tenderer should click on 'No Longer Wish to Respond'. If the tenderer declines after downloading the tender documents all data supplied should be destroyed.

6.5 Please allow sufficient time to upload documentation. It would be unwise to commence your response less than four hours before the deadline. If

tenderers experience any technical difficulties relating to ProContract, please contact them on 01670 597137 Monday to Friday 8.30 am to 17.30 pm or email support@due-north.com.

6.6 It is the tenderer's responsibility to return completed documentation via ProContract.

6.7 During the tender process, any communication between tenderers and the Council should be made via ProContract. After the closing date for receipt of tenders the Council expects only to make contact with tenderers for the following purposes:

- a) To clarify information contained in the tender documents;
- b) To clarify anything relating to insurance, bonds and guarantees;
- c) To inform tenderers of the award decision;
- d) To give tenderers feedback about their bid;
- e) To agree the commencement date.

## **7 Clarification Questions**

7.1 All queries, questions and requests for information regarding this tender should be made via the ProContract Supplier Portal on the 'View Messages' tab.

7.2 It should be noted that such requests and the answers will be communicated to all other tenderers via the ProContract Supplier Portal. The identity of the organisation making such requests will remain confidential and anonymous.

## **8 Tenderer's Responsibility**

8.1 It is the tenderer's responsibility to satisfy themselves as to the nature, extent, circumstances and situation of what is tendered for and as to the meaning and implications of the tender documentation. The council will assume that tenderers have satisfied themselves as to everything they might need to know before tendering. The council will not accept any suggestion subsequently that it should make any allowance or consider any claim based on ignorance or a failure to appreciate the circumstances under which the services are to be delivered.

8.2 Tenderers shall have no claim whatsoever against the council in respect of any statement, act or omission by the council and in particular (but without limitation) the council shall not make any payments to the successful or any other tenderer save as expressly provided for in the tender documents and (save to the extent set out in the Conditions) no compensation or remuneration shall otherwise be payable by the council to the successful

tenderer in respect of the services by reason of the scope of the services being different from that envisaged by the tenderer or by reason of any of the information within the tender documents including the invitation and information for tendering (or in response to any written enquiries or other information supplied within the course of this tendering process) or otherwise.

**9 Transfer of Undertakings (Protection of Employment) Regulations (TUPE)**

- 9.1 Work of a similar nature is currently undertaken by other providers in emergency accommodation used by the Council. The Council does not know and has no view as to whether TUPE may apply between those providers and any other person the Council may select to provide emergency accommodation.
- 9.2 Details of the staff employed by the existing providers [landlords] at the accommodation services giving details of grade, hours of work, terms and conditions of employment, age, length of service etc. have been provided.
- 9.3 While this information is believed to be correct at the time of issue, the Council will not accept any liability in any circumstances for its accuracy, adequacy or completeness, nor is any express or implied warranty given. TUPE may be less likely to apply where services are commissioned via call-off contracts under a framework agreement and where there are a number of providers on that framework. It is however the responsibility of each bidder to reach its own view on the application of TUPE and if necessary to make enquiries of the present providers [landlords] and make appropriate allowances for this in any tender submission
- 9.4 If your organisation requires further information in addition to that which the council has provided please contact the relevant service provider on the below details:

<b>Organisation</b>	<b>Contact Name</b>	<b>Email Address</b>
Connolly & Callaghan Ltd	Josie Cawley	<a href="mailto:josie.c@connollyandcallaghan.co.uk">josie.c@connollyandcallaghan.co.uk</a>
Top Drawer Properties Ltd	Kerry McMillan	<a href="mailto:Kerry-tdp@blueyonder.co.uk">Kerry-tdp@blueyonder.co.uk</a>
Ashley Guest Houses Ltd Bristol Housing & Support Ltd	Mike Grant	<a href="mailto:grantmikey@hotmail.co.uk">grantmikey@hotmail.co.uk</a>

## 10 Freedom of Information Act 2000 and Environmental Information Regulations 2004

10.1 The Freedom of Information Act 2000 and Environmental Information Regulations 2004 affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. So far as procurement information is concerned, the council currently expects the position as to what information may be accessible to the public, to be as set out in the table below. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information commissioner issues decisions in this area, thus these are working assumptions as opposed to absolutes. Nor can the council give any Commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting your tender, tenderers are taken to accept this.

Information	How it is treated
Tender submissions	Will be treated as publicly inaccessible at least until the notification of successful bidder.
Identity and amount of tenders	The total tender price of successful bidder will become accessible between notification of successful bidder and contract signature.
Contract Documents as completed by the successful tenderer	Accessible during the advertisement period – under the council’s auditing regime.
Amounts spent on purchases etc.	Accessible
Trade secrets and other information that is genuinely commercially confidential	Under European Law the council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that the council may not agree to treat information as confidential unless there is a really strong justification for doing so.

## 11 Bribery Act 2010 & Whistleblowing

11.1 Council contracts include provisions under which the contract will be terminated if the service provider or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Prevention of Corruption Acts 1889-1916 or Bribery Act 2010.

- 11.2 There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
- 11.3 The council encourages all service providers, tenderers or for that matter anyone else, to contact it if any Councillor, employee or other service provider, tenderer or potential tenderer approaches them and either attempts to engage them in any such activity or hints that they could do so. If so, they should contact the council's Chief Internal Auditor at the Corn Exchange, Bristol.
- 11.4 In respect of any concerns a service provider may raise about any other sort of irregularity, the council will treat their information in confidence in comparable fashion as the protection offered to employees under the council's whistle-blowing policy. This can be found on the council's publicly accessible website:

<http://www.bristol.gov.uk/doc/whistle-blowing-policy>

## **12 Fraud Act 2006 (Enforced 15th Jan 2007)**

- 12.1 In responding to this tender document your attention is drawn to the Fraud Act which now includes offences of:
  - 12.1.1 Dishonestly making a false representation; and
  - 12.1.2 Dishonestly failing to disclose information which a person is under legal duty to disclose.
- 12.2 In both cases with the intention of making a gain for oneself or causing a loss or exposing another to a risk of loss.
- 12.3 When returning your tender you are confirming that your tender contains accurate information which will not mislead the council in the tender evaluation process.
- 12.4 In the event that the council finds that any tender contains a false representation, or which fails to disclose information relevant to the tender selection process, that tender will be disqualified and the council will consider referring the matter to the police.
- 12.5 If your tender is successful and the council finds during the period of the Contract that either of the above applies, the council reserves the right to immediate termination and to a full indemnity for any loss or damage caused.

## **13 Data Protection**

- 13.1 The council requires the tenderer to comply with the terms and conditions of the 1988 Data Protection Act and take appropriate data security measures when processing personal data. Any personal data processed



by the tenderer may only be disclosed in line with instructions from council and not disclosed to any third party unless permitted to do so. If the service provided does require the tenderer to be a data processor for the council then the tenderer may be asked to sign a Data Processing Agreement.

## **14 Bristol Pound**

The Council is keen to deliver economic, social and environmental value through its spending. Paying suppliers and giving grants to those who are prepared to accept their fees or grant in Bristol Pounds is a very visible way to demonstrate that the local economy and communities are receiving additional benefit from that spending and more sustainable supply chains are being created.

The Bristol Pound '£B' is the UK's first city wide local currency. The £B is run as a not-for-profit partnership between the Bristol Pound Community Interest Company and Bristol Credit Union.

The £B can be spent at participating businesses using either paper £B or electronically from a £B account.

Business accounts are available to independent traders that are based in or around Bristol. The Council is able to pay suppliers in £B and will offer this option to any successful supplier who meets the criteria.

Further information on the £B can be found at: <http://bristolpound.org/what>"

## **15 Living Wage**

15.1 Bristol City Council became a Living Wage employer in October 2014 .The payment of the Living Wage supports Bristol City Council in meeting many of its social, economic and environmental objectives e.g. ensuring that wages in the City can sustain families and individuals.

15.2 In accordance with the Council's aspirations and objectives and its obligations under the Public Services (Social Value Act) 2012 we recommend the adoption of the Living wage to our service providers and suppliers.

## **16 Other Matters**

16.1 Tenderers should not attempt to canvass any Member or Officer of the council about their tender or try and obtain confidential information relating to the services or the tendering process from anyone associated with the council or from any other past or present service provider to the council. If tenderers do so their tender is likely to be rejected.

- 16.2 The council cannot and does not propose to commit itself as to:
- 16.2.1 What will be its service requirements after this contract has expired;
  - 16.2.2 What arrangements it may propose to make to procure the services;  
or
  - 16.2.3 What the legislative regime will be at that time either as to procurement of goods, services, works or transfer of staff after this contract has expired.
- 16.3 Tenderers should not try and recruit any council employee who has during the year prior to the closing date for the submission of tenders been employed on work relating to the contract. If you do so, your tender is likely to be rejected.

## **17 Collaboration Arrangements**

- 17.1 The resources, range and depth of skills needed to deliver this project to the council are such that organisations may wish to collaborate. The possible methods for such collaboration are considered below.
- 17.2 Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability consortium) is referred to as a “Tenderer”. The tenderer is responsible for ensuring that the tender submission is fully completed and the required information provided in respect of consortium members (as appropriate).
- 17.3 A consortia proposal requires either a clear lead organisation with whom the City Council will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the contract, in which case all consortia members will sign the contract.
- 17.4 The following models of collaborative arrangements are indicative of possible collaborative working arrangements:
- Lead partner consortium;
  - Joint and several liability consortiums;
  - Subcontracting

### **17.4.1 Lead partner consortium**

- A lead partner consortium is a consortium of organisations who are working together to bid for, and if successful, deliver a contract. One partner, will contract with the Council, on behalf of the other consortium members, and will be the conduit by which the contract is delivered by the consortium members. Accordingly, in this scenario, the lead partner is solely liable for the delivery of the contract. The other consortium members are effectively sub-contractors to the lead organisation.

- The technical capability of a consortium will be an amalgamation of the capability of individual members. In this approach, the lead organisation will need to have the financial capacity to deliver the entire contract.
- Consortia members should consider various issues early on in the commissioning and procurement process to identify if a consortium route is the appropriate way forward and whether they are prepared to meet the various requirements.
- It is for the consortium members to assess whether their proposed partners have the capacity and capability likely to be able to deliver the contract. This is not the responsibility of the Council.

#### **17.4.2 Joint and several liability consortium**

- The Council will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the contract
- The cumulative strength of both the financial and technical capability is assessed at this stage.
- Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the Council signs the contract with all the members of the consortium; thus all members are jointly and severally liable. As such, if one of the members of the consortium defaults, it is possible for the Council to take action against the other member/s of the consortium for recovery of that default.

#### **17.4.3 Sub-contracting**

- This is where the council contracts with one service provider (the lead contractor) and the relationship in respect of contract delivery is with that provider only. The provider then enters into sub-contracting arrangements with various suppliers for which the provider is then responsible in respect of contract delivery. The provider is responsible for the delivery of the contract whether or not they are providing the service themselves or if they have sub-contracted it out.
- It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the tenderer. It is recognised that arrangements in relation to sub-contracting may be

subject to future change. However, tenderers should be aware that where, in the opinion of the council, sub-contractors are to play a

- may constitute a material change for the purposes of procurement law, and therefore may affect the ability of the tenderer to proceed with the procurement process and/or to perform the contract. For the avoidance of doubt, in the event that the council considers that such a change constitutes a material change for the purposes of procurement law, then the council reserves the right to disqualify the tenderer from the procurement process.
- There is an expectation with this model that only minor and/or specialist elements of the service will be sub-contracted; i.e. the lead contractor will deliver the core elements of the service.
- The council will make payments to the provider; that provider is responsible for payments to its sub-contractors. However, the council would expect payments to sub-contractors to mirror the payment conditions to the provider. The council would not usually expect to see evidence of the administrative arrangements between the provider and sub-contractor, however, may wish to see evidence of performance monitoring, due diligence and sub-contractor agreements and/or policies.
- Whilst the council does not have a contractual arrangement with the sub-contractors, it does reserve the right to veto a choice of sub-contractor, if they are deemed to be unacceptable or inappropriate.

#### **17.5 Other information – Multiple Bids**

It is possible for an organisation to bid as a member of more than one consortium; or as part of a consortium, as an individual organisation, or as a sub-contractor to another bidder. However, they will need to ensure that they comply with competition law (Competition Act 1998). It is advisable for such organisations to seek independent legal advice as the council cannot offer this. In this instance, the relevant organisation/s are also required to submit a certificate 'regarding involvement in other bids' with their tender. This certificate will form part of the tender documentation. The purpose of this certificate is to protect the council from any claims regarding contravention of competition law. It also forms part of the council's due diligence regarding each bidding group's awareness of their members' potential conflicts of interest. The relevant consortia will need to confirm that they are aware that an organisation is a party to more than one bid.

## **D. GUIDANCE FOR AND EVALUATION OF TENDERER SUBMISSION**

### **1 Guidance for the Tenderer Submission**

- 1.1 Please note that whenever used, the term 'organisation' refers to a sole practitioner, partnership, incorporated company, co-operative, charity or analogous entity operating outside the UK, as appropriate, and the term

- 'officer' refers to any director, company secretary, partner, associate, trustee or other person occupying a position of council or responsibility within the organisation.
- 1.2 Answer the questions specifically for your organisation not for the group if you are a part of a group of companies. Where, however, group policies, statements etc. are normally used in your organisation, please answer accordingly.
  - 1.3 This submission must be fully completed even if you have previously made a submission to the council.
  - 1.4 Where Candidates choose to submit all or any part of the European Single Procurement Document (ESPD) in place of a module required in the Suitability Assessment Questionnaire this must be clearly identified and referenced by the Tenderer.
  - 1.5 The European Single Procurement Document (ESPD) is as detailed under Regulation 59 of the UK Public Contract Regulations 2015 and EU Implementing Regulation 2016/7. Available at [http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:JOL\\_2016\\_003\\_R\\_0004&from=EN](http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:JOL_2016_003_R_0004&from=EN)
  - 1.6 Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified
  - 1.7 Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your submission.
  - 1.8 Tenderers should note that they may be asked to clarify or provide additional information before the council is able to determine the successful tenderer, and that the provision of false information may disqualify a tenderer from inclusion. Also, that in accord with the provisions of the Data Protection Act 1998, the name of a person dealing with an application will be a matter of record.
  - 1.9 Non UK based organisations should answer each of the questions in this submission substituting where relevant the appropriate legislation, code of practice or professional qualifications which are applicable within their domestic jurisdiction.
  - 1.10 The council does not bind itself to complete this tender process and shall not be liable for any loss or expense incurred by any tenderer as a result of its decision not to proceed to the award of the contract.
  - 1.11 If you require clarification of any issue in relation to this tender, this should be sought through ProContract, in the 'View Messages' section. Questions

and responses will then be available for all other tenderers. No dialogue will be entered into outside of this process.

- 1.12 Before submitting your tender on the ProContract Supplier Portal, please ensure that:
- a) all questions have been answered;
  - b) all relevant/requested documents have been uploaded;
  - c) Where a maximum word count is stipulated for a narrative response, the word count limits must be adhered to. This is designed to allow tenderers to provide relevant detail in a concise manner. Answers should not exceed the word limit stated per question. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated. Wording in tables will contribute to the word count; wording in charts, diagrams and graphics are excluded. For this purpose "word" shall be given its normal meaning i.e. as a single unit of language. Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word, (not withstanding any automated word count facility) but will be counted as separate words. Words that have hyphens but are in general usage are acceptable. The evaluation panel will determine if it thinks that the word count has been deliberately manipulated in order to give an organisation an unfair advantage, and where it is the panel's view that it has, words that are joined by hyphens, slashes etc. will be counted separately.
  - d) The named person in the questionnaire is an individual with the council to make these statements on behalf of the tenderer. Completion of this template on the ProContract will be taken to mean that this application has been made on behalf of and has been authorised by, the organisation.
  - e) All acronyms are adequately defined.

- 1.13 Please note that you can return your completed submissions any time during the life of the framework. However please allow 2 months between submission of your indicative tender and the Council's feedback of acceptance/rejection to the framework.

## **2 Evaluation of the Tenderer Submission**

In order to become a Service Provider on the open framework, tenderers need to complete and submit the information listed below. This will be evaluated against the Suitability assessment criteria detailed within the suitability assessment criteria document and the Evaluation criteria detailed in Table B.

- 2.1 **Suitability Assessment Criteria** (Embedded into the system) – these include Mandatory Exclusions, Discretionary Exclusions and Selection Criteria.
- 2.2 **Tender Submission Form** (Embedded into the system) – This includes section on Safeguarding policy and procedures, Equalities policy and procedures, Accommodation Standards, questions related to the specification, and pricing. With the exception of pricing, each of these elements will be scored as described in Table A. Any answer deemed to be inadequate (as defined by scoring a 0 or 1) may result in the tender being excluded from further consideration. Evaluation of these questions will be broken down into the key areas detailed in Table B. Each of the criteria will be scored between 0 and 4 as shown in Table A.
- 2.3 **Declarations** (Section 7 of the Tender Pack) -The following declarations will need to accompany your tender submission. You will find these documents on the ProContract:
  - 2.3.1 Non-Canvassing Agreement
  - 2.3.2 Non-Collusive Agreement
- 2.4 Any submissions failing to meet the Suitability Assessment Criteria may be excluded from further consideration.
- 2.5 **For Lot 1 Standard Services (awards without re-opening competition)**  
If tenderers are interested to bid for Lot 1 they will have to submit their price information on the Pricing submission document for Lot 1. The Council will evaluate Lot 1 on the basis of what is the most economically advantageous tender. Tenders will be evaluated on 100% price subject to the tenderer having met the minimum criteria in Suitability Assessment Criteria and Evaluation Criteria in Table B.
- 2.6 Successful tenderers on the Lot 1 - Standard Services (awards without re-opening competition) will be ranked in ascending order of their night by night price per household type / size. The Council will make spot purchases against this Open Framework by approaching the provider who is ranked first on the list for the specific household type and size and whose accommodation meets the needs of the service users in need of placement. If the first ranked provider does not meet the requirements of the service user or does not have capacity the next provider on the list will be approached.
- 2.7 Please ensure answers do not use non-committal or aspirational language. Answers should provide positive commitment to the subject matter.
- 2.8 Answers should not exceed the word limit stated per question. Any wording over the limit or the use of embedded documents or of appendices to questions (where not requested) will not be evaluated.

- 2.9 **For Lot 2 Competed Services (awards following mini- competitions) –** Once the service providers are appointed on the framework in line with the guidance in this document & the suitability assessment criteria, Service Providers will have an opportunity to bid for block contracts through mini competitions. The details of the award criteria will be issued within the instructions to tender for each mini competition.

**Table A. Tender Scoring Matrix**

1. Scores will be awarded in accordance with the Scoring Matrix indicated. The relevant mark shown in the Scoring Matrix will be allocated where the tenderer’s response complies with one or more of the bulleted descriptions.
2. If the Project Evaluation Team scores one or more areas of a bid as either 0 (unacceptable) or 1 (poor), the Council reserves the right to exclude that tender from further consideration.

<b>Scoring Matrix</b>		
<b>Assessment</b>	<b>Scores 0 - 4</b>	<b>Reason to award this score based on evidence provided against the criteria included</b>
Unacceptable	0	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
Poor	1	Response is partially relevant and poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
Acceptable	2	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.
Good	3	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
Excellent	4	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.



### 3 **Guidance for the Tenderer Submission regarding consortia / collaboration bids**

#### **Consortium Bids**

- Each consortium member will need to register on the ProContract Supplier portal separately. Each consortium member must complete the **Suitability Assessment** questions.
- If a single member of the consortium fails to achieve the requirement, the consortium as a whole will not be considered for **Qualitative Assessment**.

#### **Sub-contracting**

- Only the tenderer (i.e. the lead contractor) should complete the submission – Suitability Assessment and Qualitative Assessment.
- The lead contractor should include details of known proposed sub-contractors in answer to question 1.2(b) of the Suitability Assessment. If such details are included, the lead contractor would not be obliged to use the proposed sub-contractors should the lead contractor be awarded the contract. However, when evidencing how they are going to deliver the contract, if the lead contractor will be reliant on known proposed sub-contractors to deliver specific areas, they will need to make reference to that in their evidence.
- Please note sub-contractors do not need to register on the ProContract Supplier Portal or complete any part of the submission.

**Table B. Evaluation Criteria**

Question No.	Question	Guidance	Word count	Score (0-4)
1.	What does your organisation do to ensure equality and diversity is embedded within your organisation? Please provide a copy of your policy and any evidence of relevant actions.	<ul style="list-style-type: none"> <li>• Demonstrates a good understanding of the Equality Act 2010, including the Public Sector Equality Duty.</li> <li>• Demonstrates as an employer that equality of opportunity is integral to vacancy advertising, recruitment, retention, promotion, training and grievances.</li> <li>• Demonstrates that services will be tailored and regularly reviewed to include understanding of the various service user needs, backgrounds and their differing requirements.</li> <li>• Evidence of where you believe these policies have made a difference.</li> <li>• Evident commitment to the three distinct elements of the public sector equality duty with regards to sexual orientation and transgender.</li> </ul>	750 (excluding attachments)	
2.	Please provide evidence on how you will ensure that awareness and practice of safeguarding adults at risk (in accordance with the provisions of the Care Act 2014) will be embedded within your organisation.	<ul style="list-style-type: none"> <li>• A safeguarding policies for adults at risk which contains the information detailed below;</li> <li>• Evidence that the safeguarding policies are embedded into the organisation, including in recruitment, induction and staff training;</li> <li>• Evidence that the safeguarding policies are used regularly;</li> <li>• Evidence that the safeguarding policies are learnt from;</li> <li>• Training plan provided including details of what training is required and how this is to be provided;</li> <li>• A good understanding of Prevent.</li> </ul> <p><b><i>Please also refer to Appendix 1 to answer this section</i></b></p>	400 (excluding attachments)	
3.	Please provide evidence of how you will ensure that awareness and practice of safeguarding children (in accordance with Section 11 Children Act 2004 and Working Together 2015) will be embedded within your organisation.	<ul style="list-style-type: none"> <li>• A safeguarding children policy which contains the information in the table below;</li> <li>• Children’s safeguarding arrangements have been evaluated in accordance with the Safe Network (<a href="http://www.safenetwork.org.uk">www.safenetwork.org.uk</a>) Self Evaluation toolkit;</li> <li>• Evidence that the safeguarding policies are embedded into the organisation, including in recruitment, induction and staff training;</li> </ul>	400 (excluding attachments)	

		<ul style="list-style-type: none"> <li>• Evidence that the safeguarding policies are used regularly;</li> <li>• Evidence that the safeguarding policies are learnt from;</li> <li>• Training plan provided including details of what training is required and how this is to be provided;</li> <li>• A good understanding of Prevent.</li> </ul> <p><b>Please also refer to Appendix 1 to answer this section</b></p>		
4.	<p>How will your organisation ensure that the service is sufficiently flexible to help meet the needs of households placed in emergency accommodation, and the council teams making the booking?</p>	<ul style="list-style-type: none"> <li>• Provision for occasionally transporting households following request from the council, including relevant insurance;</li> <li>• A good 'booking in' process described;</li> <li>• Some flexibility to provide an out of hours service, including: <ul style="list-style-type: none"> <li>○ 24 hour emergency contact;</li> <li>○ Extended hours so that the Emergency Duty Team (EDT) can make a booking;</li> <li>○ Consistent availability by telephone between 9.00-6.00 Monday to Friday;</li> </ul> </li> <li>• Consideration given to accommodating pets;</li> <li>• Communication with people who have limited English.</li> </ul>	1,000 (including any attachments)	
5.	<p>Will all accommodation used for this purpose meet the West of England Rental Scheme Standard?</p> <p>How will you ensure that all accommodation used for this purpose will be a good standard on an ongoing basis?</p>	<ul style="list-style-type: none"> <li>• Described capacity for timely repairs, including repairing serious faults within 24 hours;</li> <li>• Assurance that all accommodation will meet the West of England Rental Scheme Standard;</li> <li>• Consideration of the West of England Rental Scheme Standard;</li> <li>• Clear arrangements for providing and replacing household items including bedding and cooking implements.</li> </ul>	1,000 (including any attachments)	

## Appendix 1- Safeguarding Guidance

### Adults at Risk Safeguarding Policy. Evidence of:

- Whistle Blowing policy that is shared with staff and service users
- Complaints policies that are accessible and promoted to service users
- Clear process for recording allegations of abuse
- Safeguarding concerns are made to the relevant agencies (e.g. Bristol City Council, South Gloucestershire Council) in a timely way, appropriate to level of urgency and risk
- Safeguarding concerns contain all relevant information to ensure that any enquiry can be conducted comprehensively
- Dignity, choice and respect for the Service User
- Service Users are asked to consent to a concern being reported, where they have capacity to do. Reasons for overriding consent, e.g. that others may be at risk, must be explained to the Service User.
- Service Users are supported to be as involved as possible in the safeguarding process.
- Robust engagement with the safeguarding process e.g. written reports of safeguarding enquiries, compliance with agreed timescales.
- Promotion of Service User choice and control at all times to avoid abusive and disrespectful practice.
- Evidence of the policy being embedded into the organisation e.g. staff group training and induction process.

### Safeguarding Children policy. Evidence of:

- Confirmation that the welfare of the child is paramount and everyone's responsibility under Working Together to Safeguard Children HM Government 2015 and that all children without exception have the right to protection from abuse regardless of gender, ethnicity, disability, sexuality or beliefs;
- A description of what child abuse is, and the procedures for how to respond to it where there are concerns about a child's safety or welfare or concerns about the actions of a trustee, staff member or volunteer. Relevant contact details for children's services, police, and health and NSPCC helplines should be available.
- The policy must be approved and endorsed by the board of trustees and include a code of behaviour with clear consequences for any breaches including disciplinary and grievance procedure links;
- The policy should link with and follow procedures from the Local Safeguarding Children's Board
- Specify who the policy applies to (i.e. all trustees, staff and volunteers);
- All children and parents are informed of the policy and procedures as appropriate;
- A named person (and deputy) with a clearly defined role and responsibilities in relation to child protection and safeguarding for Provider whose responsibilities include:
  - Ensuring safeguarding policies and procedures are in place and understood by all staff and volunteers;
  - Ensuring policies include the process for accurate, confidential recording, storing and sharing of information;

- Managing allegations of abuse against people who work with children, under Appendix 5 of Working Together to Safeguard Children;
- Maintaining a record of staff training and training plan in relation to child protection and safeguarding;
- Ensuring effective measures are in place for safe recruitment and their working relationships with outside agencies.
- All concerns, complaints and allegations of abuse against or by staff are noted by a named Senior Manager within the Provider who will report this to the appropriate Local Authority Designated Officer of the Bristol Safeguarding Children Board (see process on [www.swcpp.org.uk](http://www.swcpp.org.uk)). Provider will investigate the allegation, include professional organisations or formal investigation by the police if necessary and update the named Allegations Officer of the final outcome.
- Safe recruitment, selection and vetting procedures that include checks into the eligibility and the suitability of all trustees, staff and volunteers who have direct or indirect (e.g. helpline, email) contact with children. In the case of trustees, all should be DBS checked and references pursued if in contact with children.
- All staff, trustees and volunteers receive suitable training in child protection, as a minimum attending an update every 3 years; this could include electronic or self learning as endorsed by the Bristol Safeguarding Children Board. BCC endorses multi-agency training offered by Bristol Safeguarding Children Board.
- Reference and compliance to principles, legislation and guidance that underpin the policy
- Regular policy and procedures review
- Reference to all associated policies and procedures which promote children's safety and welfare e.g. with regards to: health and safety
- A process for recording incidents, concerns and referrals and storing these securely in compliance with relevant legislation and kept for a time specified by your insurance company
- A policy around 'whistle blowing' which enables employees to see the importance of the safety of the child over and above organisational concerns and if in doubt should always contact the Local Authority Child Protection Team
- Guidance on confidentiality and information sharing (which should be in line with the Children and Young People's Partnership guidance on the sharing of information) should be legislation compliant and clearly state that the protection of the child is the most important consideration.
- A complaints procedure which is an open and well publicised way in which adults and children can voice concerns about unacceptable and/or abusive behaviour towards children.
- Systems to ensure that all staff and volunteers working with children are monitored and supervised and that they have opportunities to learn about child protection in accordance with their roles and responsibilities.