



Bristol Clinical Commissioning Group

Bristol Residential Care Home Framework Provision of Care Home Services

Information for Tenderers

PROVISION OF CARE HOME SERVICES

INFORMATION FOR TENDERERS

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A. FOREWORD

Bristol City Council

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.

Bristol Clinical Commissioning Group

Bristol Clinical Commissioning Group (CCG) is the organisation with responsibility for commissioning health services for the population of Bristol. We became a statutory organisation in April 2013, following authorisation by NHS England.

We are a clinically led organisation of 55 GP practices. These practices are grouped into “localities” reflecting the distinct local needs and ambitions. A Governing Body oversees the organisation.

Bristol CCG’s vision is:-

“Better Health and Sustainable Healthcare for Bristol”

Bristol CCG’s vision and strategic priorities are developed in line with the Health and Well Being Board’s overarching health themes for Bristol; that it is a city:

- Filled with healthy, safe and sustainable communities and places
- Where health and well-being are improving
- Where health inequalities are reducing
- Where people get high quality support when and where they need it

We have 5 principles which will drive how we deliver our vision:

- Clinically led
- Embracing the diversity of our communities
- Open and responsive
- Patients at the heart of all our decisions
- Working with partners across boundaries

B. BACKGROUND AND OVERVIEW

1 Introduction

- 1.1 Bristol City Council and Bristol Clinical Commissioning Group are commissioning Residential & Nursing Care Services for adults and are setting up a Care Home Framework.

2 Proposed Contract

- 2.1 It is Bristol City Council and Bristol Clinical Commissioning Group's intention to let an open framework with a range of different providers and care homes, delivering residential and nursing care services to adults. The framework will be for 5 years with the option to extend for up to a further 3 years; this will be made up of 1 plus 1 plus 1 subject to agreement of Bristol City Council and Clinical Commissioning Group with the service provider(s).
- 2.2 The Council is subject to the Public Contracts Regulations 2015, and will be carrying out this procurement in accordance with the Light Touch Regime which applies to social services.

3 Open Framework

- 3.1 Bristol City Council (BCC) in collaboration with Bristol Clinical Commissioning Group (BCCG) intends to let an Open Framework for the provision of Residential and Nursing Care Services. The services are further described in the Service Specification and Commissioning Plan. The Open Framework will enable both BCC and BCCG to make placements with successful nursing and residential home providers.
- 3.2 The Care Home Framework will be let on Bristol City Council's e-procurement system. The successful tenderers will be placed on the Open Framework. Both BCC and BCCG will be able to make placements directly with the service providers on the Open Framework.
- 3.3 New and unsuccessful tenderers will have the option to apply to get on the Open Framework throughout the life of the contract.
- 3.4 The Council will be periodically evaluating the new tenderers as detailed in the 'Evaluation of the Tenderer Submission' under Section D, to allow them onto the Open Framework.
- 3.5 BCC and BCCG will use the Care Home Framework to make spot placements and also to secure placements through block contracts, by

calling for competition among appropriate service providers on the Open Framework.

4 Co-Production Group & Market Engagement

- 4.1 Bristol City Council has been working closely with a care home co-production group, which are a small collective of care home providers in Bristol. They have been assisting in reviewing and revising the proposed commissioning arrangements.
- 4.2 Minutes from the Co-Production Group meetings are available for Tenderers to view at:
<https://www.bristol.gov.uk/social-care-health/care-homes-consultation>
- 4.3 Also available on this page are slides and information provided at various market engagement events held to inform the market prior to tender of these services.

C. INSTRUCTIONS FOR SUBMISSION OF TENDER

5 General

- 5.1 Tenderers are invited to submit a tender for the provision of Care Home Services. 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.
- 5.2 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.
- 5.3 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.
- 5.4 These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the tenderer accepts these Conditions.
- 5.5 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:
- 5.5.1 Tenderer does not accept the terms of payment,
 - 5.5.2 Tenderer does not accept the terms and conditions but proposes different conditions,
 - 5.5.3 Tenderer proposes different insurance coverage,
 - 5.5.4 Tenderer proposes different guarantees than those specified,
 - 5.5.5 Tenderer proposes different conditions.
- 5.6 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.
- 5.7 All tender documents must be completed in full. The tenderer who is awarded the contract will be required to sign documentation:
- 5.7.1 Where the tenderer is an individual, by that individual;
 - 5.7.2 Where the tenderer is a partnership, by at least two duly authorised partners; or
 - 5.7.3 Where the tenderer is a company, by two Executive Directors or by an Executive Director and the Company Secretary.
- 5.8 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.
- 5.9 The Council may reject non-compliant tender responses. Tender responses that are deemed by the Council to be fully compliant will proceed to evaluation.
- 5.10 The Council does not warrant that it will place any particular orders or any level of business with the providers it selects. The Council/CCG does not bind itself to accept the lowest priced or any tender. The Council/CCG

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.

6 Timescales for initial tender process

- 6.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Council/CCG does not intend to depart from the timetable it reserves the right to do so at any stage.
- 6.2 The Council/CCG reserves the right to cancel the tender process at any point and is not liable for any costs resulting from any cancellation.
- 6.3 Commissioners are holding a number of optional events to support providers during the tender process. The details of these events will be confirmed in due course. Please check www.bristol.gov.uk/carehometender for details.

DATE	STAGE
10 th February 2016	Opening date for tenderers to confirm intention to submit tender response and access documentation.
10 th February 2016	Clarification period opens
31 st March 2016	Clarification period closes
13 th April 2016	Closing date and time for receipt by the Council of completed tenderer responses
June 2016	Notification of proposed appointment(s)
July 2016	Appointment of contractor(s)
July 2016	Care Home Framework commencement date

7 Timescales for future DPS rounds

- 7.1 Timescales and deadlines for future DPS rounds will be advised through ProContract, following initial set up of the DPS.

8 Tender Validity

- 8.1 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.

9 Preparation of Tender

- 9.1 The response must be submitted by the 'parent organisation' (not individual care homes) where there are multiple care homes in the group.

In this response, the parent organisation will list the care homes owned and operated by their organisation that are included within their tender submission. The individual care homes will then go on to the Care Home Framework.

- 9.2 One Suitability Assessment Questionnaire (SAQ) must be completed by each parent organisation submitting a tender. Even if that organisation is submitting a response on behalf of many care homes they own and operate, they should still only complete one SAQ.
- 9.3 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/CCG and shall be used only for the purpose of this procurement exercise. All due diligence information shall be either returned to the Council/CCG or securely destroyed by the tenderer (at the Council/CCG's option) at the conclusion of the procurement exercise or earlier if a tenderer withdraws or declines an interest.
- 9.4 Under no circumstances will the Council/CCG, or any of its advisers, be liable for any costs or expenses borne by tenderers, sub-contractors, suppliers or advisers in this process.
- 9.5 Tenderers are required to complete and provide all information required by the Council/CCG 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/CCG to reject a tender response.
- 9.6 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.
- 9.7 The Council/CCG 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.
- 9.8 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.

9.9 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.

9.10 Tenderers should notify the Council/CCG 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 in the 'View Messages' section. The deadline for clarification questions is given in the timetable information above.

10 The Tender Pack (Sections & Schedules)

Document	Information
Information for Tenderers (current document) <i>No input required document is for information and guidance for tenderers.</i>	<ul style="list-style-type: none"> 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.
Terms and Conditions (separate pdf documents) <ul style="list-style-type: none"> Open Framework Agreement Agreement for Spot Purchases Agreement for Block Purchases <i>No input required, documents are for information and guidance for tenderers.</i>	<ul style="list-style-type: none"> These sections set out the Conditions on which the services are to be provided. These Conditions shall apply to the open framework and to the contracts issued off of the framework. These sections require no input and no terms or conditions put forward at any time by the tenderers shall form any part of the contract. Tenderers should understand the content of these sections as they provide 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 submission.
Payment Mechanism (separate pdf documents) <ul style="list-style-type: none"> Spot Payment Mechanism (schedule 2 of terms & conditions) 	<ul style="list-style-type: none"> Schedule 2 of the Terms & Conditions

<ul style="list-style-type: none"> • Block Payment Mechanism • (schedule 2 of terms & conditions) <p><i>No input required, documents are for information and guidance for tenderers.</i></p>	
<p>Specification (separate pdf document)</p> <p><i>No input required, document is for information and guidance for tenderers.</i></p>	<ul style="list-style-type: none"> • 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.
<p>Commissioning Plan (separate pdf document)</p> <p><i>No input required, document is for information and guidance for tenderers.</i></p>	<ul style="list-style-type: none"> • The Commissioning Plan provides an overview of this commissioning exercise.
<p>Tenderer Submission Questions and Criteria (separate pdf document)</p> <p><i>No input required, document is for information and guidance for tenderers.</i></p>	<ul style="list-style-type: none"> • This sets out the questions that tenderers need to respond to, along with the weightings, word counts and sub-criteria. • The provider should submit their responses to these questions through ProContract. The questions are embedded into the system.
<p>Parent Company Guarantee (separate pdf document)</p>	<ul style="list-style-type: none"> • This section requires no input by tenderers until the tender outcome is published, at which point it will be completed by successful contractors on award (if applicable).
<p>Draft Mini Competition Template (separate pdf document)</p> <p><i>No input required, document is for information and guidance for tenderers.</i></p>	<ul style="list-style-type: none"> • This draft is provided for information only at this stage. It provides an indication of the type of information that we intend to make available to providers for each placement request using the mini competition process. This template will be finalised when the exact design of the system to be used for mini competition is fully completed.
<p>Price Breakdown Template (separate excel document)</p>	<ul style="list-style-type: none"> • Provided for information, so that tenderers are aware of the price breakdown that they may be required to submit under clause

<i>No input required, document is for information and guidance for tenderers.</i>	32.12 of the Spot Contract and 35.12 of the Block Contract.
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11 Submission of Tender - Electronic Tendering

- 11.1 The Council/CCG 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.
- 11.2 To submit a response tenderers should:
- log on to ProContract on <https://procontract.due-north.com>
 - click onto 'Find Opportunities'
 - click on the opportunity: CAR - Care Home Open Framework - Adult Residential and Nursing Care
 - click on 'Register Interest' to access the tender documents
 - go to 'My Activities' to find the opportunity and create your response
 - click on 'Start' to begin the process and follow the wizard.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 It is the tenderer's responsibility to return completed documentation via ProContract.
- 11.7 During the tender process, any communication between tenderers and the Council/CCG should be made via ProContract. After the closing date for

receipt of tenders the Council/CCG 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.

12 Clarification Questions

- 12.1 All queries, questions and requests for information regarding this tender should be made via the ProContract in the 'View Messages' section.
- 12.2 These should be submitted **no later than 12 noon on 31st March 2016**. It should be noted that such requests and the answers will be communicated to all other tenderers via ProContract. The identity of the organisation making such requests will remain confidential and anonymous.
- 12.3 Timescales and deadlines for future DPS rounds will be advised through ProContract, following initial set up of the DPS.

13 Tenderer's Responsibility

- 13.1 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/CCG will assume that tenderers have satisfied themselves as to everything they might need to know before tendering. The Council/CCG 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.
- 13.2 Tenderers shall have no claim whatsoever against the Council/CCG in respect of any statement, act or omission by the Council/CCG and in particular (but without limitation) the Council/CCG 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/CCG 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.

14 Freedom of Information Act 2000 and Environmental Information Regulations 2004

- 14.1 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/CCG 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/CCG 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/CCG 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/CCG may not agree to treat information as confidential unless there is a really strong justification for doing so.

15 Bribery Act 2010 & Whistleblowing

- 15.1 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.

- 15.2 There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
- 15.3 The Council/CCG 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.
- 15.4 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:
https://www.bristol.gov.uk/documents/20182/33892/WhistleblowingPolicy_1.pdf/f5140d96-ba92-4dfa-b25e-5de9e8e8f020

16 Fraud Act 2006 (Enforced 15th Jan 2007)

- 16.1 In responding to this tender document your attention is drawn to the Fraud Act which now includes offences of:
- 16.1.1 Dishonestly making a false representation; and
16.1.2 Dishonestly failing to disclose information which a person is under legal duty to disclose.
- 16.2 In both cases with the intention of making a gain for oneself or causing a loss or exposing another to a risk of loss.
- 16.3 When returning your tender you are confirming that your tender contains accurate information which will not mislead the Council/CCG in the tender evaluation process.
- 16.4 In the event that the Council/CCG 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/CCG will consider referring the matter to the police.
- 16.5 If your tender is successful and the Council/CCG finds during the period of the Contract that either of the above applies, the Council/CCG reserves the right to immediate termination and to a full indemnity for any loss or damage caused.

17 Data Protection

- 17.1 The Council/CCG 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/CCG then the tenderer may be asked to sign a Data Processing Agreement.

18 Bristol Pound

- 18.1 The Council/CCG 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.
- 18.2 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.
- 18.3 The £B can be spent at participating businesses using either paper £B or electronically from a £B account.
- 18.4 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>"

19 Living Wage

- 19.1 Bristol City Council became a Living Wage employer in October 2014 .The payment of the recommended Living Wage Foundation rate 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.
- 19.2 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 Foundation rate to our contractors and suppliers.

- 19.3 To assist in our understanding of the market place in relation to this Invitation to Tender you are requested to provide responses to the Living Wage questions found within the questionnaire.

20 Other Matters

- 20.1 Tenderers should not attempt to canvass any Member or Officer of the Council/CCG about their tender or try and obtain confidential information relating to the services or the tendering process from anyone associated with the Council/CCG or from any other past or present service provider to the Council/CCG. If tenderers do so their tender is likely to be rejected.
- 20.2 The Council/CCG cannot and does not propose to commit itself as to:
- 20.2.1 What will be its service requirements after this contract has expired;
 - 20.2.2 What arrangements it may propose to make to procure the services;
 - or
 - 20.2.3 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.
- 20.3 Tenderers should not try and recruit any Council or CCG 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.

D. GUIDANCE FOR AND EVALUATION OF TENDERER SUBMISSION

20 Guidance for the Tenderer Submission

- 20.1 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.
- 20.2 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.
- 20.3 This submission must be fully completed even if you have previously made a submission to the Council/CCG.
- 20.4 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.
- 20.5 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
- 20.6 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
- 20.7 Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your submission.
- 20.8 Tenderers should note that they may be asked to clarify or provide additional information before the Council/CCG 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.

- 20.9 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.
- 20.10 The Council/CCG 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.
- 20.11 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.
- 20.12 We want to ensure that you receive responses to clarification questions as soon as possible after you submit them, and will aim to answer your question within 10 working days. However, to help us do this we suggest that you submit any questions as soon as possible after the tender documents are released and that you avoid submitting them near to the submission deadline.
- 20.13 Before submitting your tender on ProContract, 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 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.

20.14 The completed submission must be returned no later than **12 noon on Wednesday 13th April 2016** via ProContract.

20.15 Timescales and deadlines for future DPS rounds will be advised through ProContract, following initial set up of the DPS.

21 Examples

21.1 Each organisation is required to respond to questions 7.2 and 8.2 by providing an example that describes and demonstrates real examples of practice in their care home(s). The response must focus on the area of service delivery in the question and the example (or examples) submitted must cover all care homes that are included in the organisation's submission.

21.2 Each organisation is required to make its own decision about the number of examples it provides, though should take due regard to the different type of CQC care categories delivered by their organisation.

21.3 The scenarios given below provide an example of how different organisations could respond to questions 7.2 and 8.2.

21.3.1 Scenario 1: An organisation has 1 care home: This organisation should provide one example. This example must relate to the predominant care category within the care home. For instance, if most residents are people over 65 with dementia (as per the CQC categories) then the response must reflect its practice in delivering care to these people.

21.3.2 Scenario 2: An organisation has 10 care homes. 5 homes have residents that are aged over 65 and have dementia and 5 homes have residents that are younger adults significantly below the age of 65 and that have mental health issues. The organisation delivers services to 2 distinct groups of people and so should provide 2 examples, one for each care category. The examples may be similar but must make it clear how the service is delivered in relation to the needs of their residents. There will be no additional credit given for providing more than 2 examples, if these merely provide further examples of how the organisation works the same care category.

21.3.3 Scenario 3: An organisation has 10 care homes and all homes differ from each other in relation to the type of services they provide and

the needs of the residents. Because the homes are so different, the organisation may decide that the only way to cover all aspects of their service delivery in these homes, is to provide 10 separate examples, one for each home. However, this is unlikely to be necessary because there are likely to be some common features of service delivery across the homes. As in scenario 2, the organisation will not receive additional credit for providing more than 1 example about the same care category.

21.4 Key considerations:

- If the organisation provides more than 1 example, it must clearly indicate which care category/categories it relates to, using the tick boxes in the question.
- The organisation must ensure that the example/s used, accurately describe practice for the care category selected.
- There should be a maximum of one example per care category, though organisations may wish to use a single example to cover more than one care category.

Each example must be clearly labelled with the question number and a letter e.g. “Q7.2, Example A” and “Q7.2, Example B”. Each example must be attached in the question response, and providers must use the tick boxes to indicate which service user category/band it applies to.

22 Evaluation of the Tenderer Submission (to secure a place on the Care Home Framework)

22.1 In order to secure a place on the Care Home Framework providers will need to submit the following, which will be evaluated:

22.2 Part A: Suitability Assessment Questionnaire

- This includes Mandatory Exclusions, Discretionary Exclusions and Selection Criteria.
- Suitability Assessment submissions will be evaluated according to the assessment criteria within the Suitability Assessment Questionnaire.
- Any organisation failing to meet the Suitability Assessment requirements will not be successful in securing a place on the Care Home Framework.

22.3 Part B: Service Delivery

- Please complete the tender questions within the e-procurement system.

- Please refer to the evaluation criteria and sub-weightings in the Tender Questions document in the tender pack.
- Please ensure answers do not use non-committal or aspirational language. Answers should provide positive commitment to the subject matter.
- 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.

22.3.1 Sections 1-10:

- In evaluation of these questions each of the sub criteria will be scored between 0 and 5 as shown in Table A.
- Where examples are requested (questions 7.2 and 8.2) each example will be scored between 0 and 5, and then an average taken, which will become the score for that question.
- Scores for each of the sub-criteria will be weighted to calculate an overall weighted score for Part B.
- Only providers who meet the required standards will be placed on the Care Home Framework. Any provider scoring less than 1 in any question will not be placed on the framework. For the avoidance of doubt a score of 0.99 or less in any of these questions (when all sub-criteria scores are taken into account) will mean that the provider is not placed on the framework.
- Additionally providers must score a minimum overall weighted score of 30 in these questions in order to be placed on the framework.

22.3.2 Sections 11-12:

- These 2 questions will be scored pass/fail – any provider failing either of these questions will not be placed on the framework.

22.4 Part C: Staff – Nursing Homes Only

- Providers with nursing homes will need to answer an additional question. In evaluation of this question the sub criteria will be scored between 0 and 5 as shown in Table A.
- This score will not be factored into the overall weighted score, but providers with nursing homes will need to score a minimum of 2 on this particular question.
- Providers failing to meet the minimum requirement will not be placed on the framework.

22.5 Part D: Declarations

- The following are declarations that will need to accompany your tender submission. You will find these documents in ProContract:
 - Non-Canvassing Agreement
 - Bona Fide Tender & Non-Collusive Certificate
- Please complete and upload them in response to the questions in Part D.

22.6 Providers failing to meet any of the requirements of Part A, Part B, Part C or where appropriate Part D will not be successful in securing a place on the Care Home Framework.

22.7 Please note providers will not be required to submit prices at this stage in the process.

22.8 Answers to each question should be self-contained, and should not cross-refer to responses to other questions.

22.9 Table A. Tender Scoring Matrix

22.9.3 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.

22.9.4 Providers must score the minimum pass mark in all questions AND a minimum total weighted score of 30 in order to be successfully placed on the framework.

Score 0-5	Reason to award this score based on evidence provided against the criteria included
0	<ul style="list-style-type: none">• The response gives no evidence that the Tenderer has the ability, understanding, experience, skills or resources to deliver adequate care home services OR <ul style="list-style-type: none">• The response gives clear evidence that the Tenderer could not meet the contractual requirements. This would be at a level where practice and policies are; dangerous and could put residents at risk of harm OR <ul style="list-style-type: none">• No information submitted
1	<ul style="list-style-type: none">• The response gives little evidence that the Tenderer has the ability, understanding, experience, skills or resources to deliver adequate care home services

	<p>OR</p> <ul style="list-style-type: none"> • The response gives little evidence that the Tenderer can meet the contractual requirements. This would be at a level where practice and policies are; currently inadequate and require improvement
2	<ul style="list-style-type: none"> • The response gives some evidence that the Tenderer has the ability, understanding, experience, skills or resources to deliver adequate care home services <p>OR</p> <ul style="list-style-type: none"> • The response falls short of providing clear evidence of meeting all contractual requirements across all areas.
3	<ul style="list-style-type: none"> • The response gives clear evidence that the Tenderer has the ability, understanding, experience, skills or resources to deliver adequate care home services <p>OR</p> <ul style="list-style-type: none"> • The response provides clear evidence of meeting all contractual requirements across all areas.
4	<ul style="list-style-type: none"> • The response gives evidence that the Tenderer has the ability, understanding, experience, skills or resources to provide good care home services. <p>OR</p> <ul style="list-style-type: none"> • The response provides clear evidence that the Tenderer exceeds the contractual requirements.
5	<ul style="list-style-type: none"> • The response gives evidence that the Tenderer has the ability, understanding, experience, skills or resources to provide excellent care home services. <p>OR</p> <ul style="list-style-type: none"> • The response provides clear evidence that the Tenderer significantly exceeds the contractual requirements.

23 Evaluation of Mini Competition Submissions (Spot Placements)

23.4 See Section 5 of Commissioning Plan.

23.5 Bidders should be aware that, based on their financial assessment, the Council may limit the number of placements it makes with the bidder in any one contract year. The Council is likely to restrict placements to a maximum value per annum of half the bidder's annual turnover, based on the bidder's most recent set of accounts.

24 Evaluation of Mini Competition Submissions (Block Contracts)

24.4 See Section 4 of the Commissioning Plan.

24.5 Please refer to Appendix 1 below for details of price & quality evaluation.

24.6 Bidders should be aware that, based on their financial assessment, the Council may limit the number of placements it makes with the bidder in any one contract year. The Council is likely to restrict placements to a maximum value per annum of half the bidder's annual turnover, based on the bidder's most recent set of accounts.

APPENDIX 1: How marks for Price & Quality will be calculated (applicable to Blocks only).

1 Marks for Price

- 1.1 Each bidder will receive 100% of the available marks less the percentage by which their bid exceeds the lowest bid. This means that 30 marks will be awarded to the bid with the overall lowest total price/cost (weighted price score).
- 1.2 By way of example, if lowest price is £150,000, the score for a bid of £200,000 will be calculated as follows:
 - Calculate the percentage difference between the lowest price bid and tendered price. $£200,000 - £150,000 = £50,000$, a 33.33% difference above the lowest price.
- 1.3 This bid will therefore receive an allocated score of 66.67% (100 (the winning bidders allocated score) -33.33).
- 1.4 The maximum mark available for price (30) is multiplied by the above figure (66.67%) to give a final score of 20 marks (weighted price score).

2 Marks for Quality

- 2.1 Each bidder will receive 100% of the available marks less the percentage by which their bid is scored below the highest scoring bid. This means that 70 marks will be awarded to the bid that achieves the highest quality score against the published criteria (weighted score).
- 2.2 By way of example, if highest quality score achieved is 30 points, the score for a bid achieving 20 points will be calculated as follows:
 - Calculate the percentage difference between bid achieving the highest points and the points awarded to the bidder. $30 - 20 = 10$, a 33.33% difference below the highest quality marks. This is the allocated quality score
- 2.3 This bid will therefore receive an allocated score of 66.67% (100 (the winning bidders allocated score) -33.33).
- 2.4 The maximum mark available for quality (70) is multiplied by the above figure (66.67%) to give a final score of 46.67 marks (weighted quality score).

APPENDIX 2: Adults at Risk Safeguarding policy evidence required and mental Capacity Act & Deprivation of Liberty Guidance

Adults at Risk Safeguarding Policy Evidence of:
<ul style="list-style-type: none"> • Whistle Blowing policy that is shared with staff and service users • Clear process for recording allegations of abuse • Safeguarding concerns are made to the relevant agencies (e.g. Bristol City 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 investigations • 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.
Adults at Risk Mental Capacity Act & Deprivation of Liberty Safeguards Policy Evidence of:
<ul style="list-style-type: none"> • Assessment of capacity relating to making specific decisions is based on a functional test of capacity. • Urgent Deprivation of Liberty authorisation is taken out, and at the same time an Application for Standard authorisation is made to the Supervisory body (the Local Authority) when the Service Provider (Managing Authority) believes that it is in the Service Users best interest to deprive them of their liberty. • Decisions taken by staff on behalf of a Service User are demonstrably in the Service User's best interests e.g. individuals past and present wishes and feelings, any belief and values which would have influenced their decision and the view of their support network and other professionals. • A clear procedure is followed setting out the actions required of staff in relation to Service Users who do not have capacity to make decisions • Where Mental Capacity Act assessments are in place for residents these are reviewed on at least a monthly basis. • Evidence of the policies being embedded into the organisation e.g. staff group training and induction process.

APPENDIX 3: Equalities Guidance

In evaluation of the Equalities question, the following evidence will be sought.

Demonstrate a good understanding of the Equality Act 2010, including the Public Sector Equality Duty.

- Accurate reference to the nine protected characteristics
- References the need to tackle discrimination, harassment and victimisation
- Reference to public sector equality duty
- Replacing previous equality legislation/no references to out of date legislation
- Reference to reasonable adjustments

Demonstrates as an employer that equality of opportunity integral to vacancy advertising, recruitment, retention, promotion, training and grievances

- Advertise to ensure wide pool of applicants
- Job requirements do not contain discriminatory statements/reference to job descriptions
- Equality training for interview panels/fair transparent recruitment process
- A complaints and grievance procedure is in place
- There are arrangements for equality training, including a commitment to providing access to training for all employees.

Demonstrate that the services will be tailored and regularly reviewed to include understanding of the various resident needs, backgrounds and their differing requirements

- Reference service user needs, backgrounds and their differing requirements.
- Organisational review - Equality action plans/use of impact assessment/annual reviews by management
- Equalities monitoring of service users and/ or outcomes, evidence of producing and using data
- Individual reviews - feedback from service users or individual reviews of cases
- Evidence of making access improvements

Evidence where you believe equalities policies have made a difference within your home/s.