

Volume One (1)

Instructions and Information

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| **T20913SP/CS****Lot One (1) – Community Equipment Service and Lot Two (2) – Home Improvement Agency** |

This suite of documents can be made available in other languages, in audio format, in Braille, large print and in other formats. For further information please contact 01803 208729

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| Definitions |

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| **Applicant** | Shall mean the organisation responding to any Request for Quotation (RFQ), Pre-Qualification Questionnaire (PQQ), Invitation to Tender (ITT) or Mini-Competition  |
| **Authority** | Shall mean Torbay Council |
| **Consortia/Consortium** | Shall mean two (2) or more persons, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Article 28(1) Public Contracts Regulations 2006) |
| **Contract** | Shall mean the Agreement between the Authority and Provider for the execution of the Services including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved |
| **Contracting Authority** | Shall mean Torbay Council and any other Authority on whose behalf Torbay Council may be working |
| **Devon Tenders** | Shall mean the same as Supplying the South West |
| **Employers' Liability (Compulsory Insurance)** | Shall mean an insurance that enables organisations to meet the costs of **damages** and **legal fees** for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.By law, an employer must have EL insurance and be insured for **at least £5 million**. Most insurers automatically provide cover of at least £10 million. The insurance must cover all the organisation’s employees in England, Scotland, Wales and Northern Ireland.If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers’ Liability Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers’ Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide. |
| **ITT** | Shall mean Invitation to Tender |
| **Lead Applicant** | Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners |
| **MEAT** | Shall mean Most Economically Advantageous Tender |
| **Official Purchase Order** | Shall mean the Authority’s Official Purchase Order, to which these conditions apply |
| **Product Liability Insurance** | In Product Liability Insurance terms, a product is any physical item that is sold or given away.Products must be 'fit for purpose'. The organisation is **legally responsible** for any damage or injury that a product it supplies may cause (in some circumstances this also includes products that the organisation does not manufacture).Product Liability Insurance covers the organisation against damages awarded as a result of damage to property or personal injury caused by the product. If damages are paid for personal injury, the NHS can claim to recover the costs of hospital treatment (including ambulance costs). This applies to incidents that occur either on or after 29 January 2007. |
| **Professional Indemnity Insurance** | Shall mean a liability cover that provides protection for negligent advice or a service provided by the organisation, it also protects against damages the organisation becomes liable for in relation to mistakes made such as errors of judgement, basic administration errors, mislay of or damage to clients' documents. It is designed to safeguard it against claims made by clients for any resulting financial loss or damage to their reputation. This type of insurance should also cover legal fees and costs. Individuals and organisations that provide professional advice or consultancy services need Professional Indemnity cover.  |
| **Provider** | Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Authority |
| **Public Liability Insurance** | Shall mean an insurance that covers members of the public or customers coming to the organisation’s premises or if the organisation’s staff go to theirs (including if the organisation is based ‘at home’). It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related **legal fees**, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation.Premiums are based on the type of business and rated on an estimate for the level of activity of the business.  |
| **Selection** | Shall mean the process by which the Authority is able to assess the suitability of the Applicant to progress on to the next stage of the procurement. |
| **Service/s** | Shall mean any action/s by the Provider required by the Contract |
| **Specification** | Shall mean the detailed description of the Authority’s requirements |
| **Submission** | Shall mean the correct and proper process for submitting the Applicant’s bid electronically. All bids shall be submitted in accordance with the ‘Submitting the Tender Response’ section of the ProContract Supplier Guide entitled ‘The Tender Process within ProContract’, which can be found from the ‘Help’ screen on the system. Applicants will not e-mail their bids directly to any named person/s within the Authority or to any of the Authority’s generic e-mail addresses.Applicants will not attach their bids to any part of the ProContract system other than described within the document referred to above. Applicants will not send their bids to the Authority in a paper or other ‘hard’ format unless specifically requested to do so within the associated bid documentation. Any Submissions that do no accord with the guidelines set out above shall be considered as non-compliant and will be treated as such. |
| **Supplying the South West** | Shall mean the e-Tendering portal through which the Authority advertises procurement opportunities and conducts procurement processes electronically. This was previously referred to as Devon Tenders |
| **Tender** | Shall mean Invitation to Tender |
| Shall mean your written offer to Contract Goods/Works or Services at the cost/s or rate/s specified in any subsequent documentation |

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| Definitions Specific to this Procurement |

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| **Active Ageing Strategy** | Shall mean the strategy for older people in Torbay which aims to promote health and wellbeing across the life course and into retirement. |
| **Authorised Officer** | Shall mean a person designated as such by the Authority, as notified in writing to the Provider, to act as the representative of the Authority for all purposes connected with this Contract, including any authorised representative of such person. |
| **Authorised Prescribers** | Shall mean an individual that has been given delegated authority to commit expenditure on behalf of the Authority by accessing the Service to fulfil their duty of care. |
| **Best Value** | Shall mean continuous improvement, with regard to a combination of economy, efficiency and effectiveness. |
| **Carer(s)** | Shall mean someone who provides unpaid support to a Service User. |
| **CE Marking** | Shall mean the mandatory conformity marking for certain products sold within the European Economic Area |
| **Clinical Commissioning Group (CCG)** | Shall mean the groups of GPs who will, from April 2013, be responsible for designing local health services in England. |
| **Code of Practice (the Code)** | Shall mean the Code of Practice which sets out the existing statutory duties and obligations which commissioners and providers of Community Equipment Services are expected to work to. |
| **Commencement Date** | Shall mean the date agreed by the Authority and the Provider in writing or detailed in the specification, on which the provision of the Service is to start. |
| **Community Equipment Code of Practice Scheme (CECOPS)** | Shall mean the social enterprise that has been developed to act as the responsible body for managing the Community Equipment Code of Practice and the Code of Practice which sets out the existing statutory duties and obligations which commissioners and providers of Community Equipment Services are expected to work to. |
| **Community Equipment Service (CES)** | Shall mean the Service as summarised below and detailed in the Specification. |
| **Community Plan** | Shall mean the plan which Torbay’s ambitions over the next twenty (20) years. |
| **Complex Aids for Daily Living (CADL)** | Shall mean more complex pieces of equipment generally costing more than one hundred pounds (£100) which help the user with day to day living. Examples include specialist mattresses, hoists, lifting equipment. |
| **CTE(s)** | Shall mean Catalogue Technical Equivalent(s). |
| **Confidential Information** | Shall mean information, data and material of any nature which either the Authority or the Provider may receive or obtain in connection with the operation of this Contract and:1. Which comprises personal data or in the case of the Authority or any beneficiary which relates to any patient or his or her treatment or medical history
2. Which is a trade secret
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| **Contract Performance Monitoring Group** | Shall mean the CES Management Service, acting on behalf of the Authority. |
| **Council Committee** | Shall mean a committee formed by members of the Council to control specific areas of the Council. |
| **Customers** | Shall mean the client or user of the service, including and their families or carers. |
| **Default Procedure** | Shall mean the process for dealing with any breach of the obligations of the Provider (in connection with or in relation to the subject-matter of this Contract and in respect of which the Provider is liable to the Authority. |
| **Department of Health** | Shall mean the Government Department responsible for leading, shaping and funding healthcare in England. |
| **Disabled Facilities Grant (DFG)** | Shall mean a grant awarded by the Authority under Part I of the Housing Grants, Construction and Regeneration Act 1996, to assist with the cost of providing adaptations and facilities to enable a disabled person to remain living in their property. |
| **Equipment Catalogue** | Shall mean a list or itemised display of identifiable items for sale/re-issue, including, but not exclusive to’ descriptive information and/or illustrations, item no./code, technical specification, photograph of item etc. |
| **FACS** | Shall mean Fair Access to Care Services. |
| **Fee Income** | Shall mean income from private payers, i.e. members of the public. |
| **Fitting** | Shall mean the assembly and putting in place of items without tolls (placing, clamping, raising, unpacking and assembly etc…). Fitting does not include fixing to walls and floors. |
| **GP** | Shall mean General Practitioner. |
| **Green Stock** | Shall mean any item on the SADLs list which can be collected and re-issued at a discounted rate to supply Satellite Stores and can be issued as part of a Mixed Pack. |
| **Hazard Notices** | Shall mean safety warnings issued by the MHRA. |
| **Health and Wellbeing Board** | Shall mean the forum, established in the [Health and Social care Act 2012](http://healthandcare.dh.gov.uk/act-factsheets), where key leaders from the health and care system work together to improve the health and wellbeing of their local population and reduce health inequalities. |
| **Health and Wellbeing Forum** | Shall mean the group established to enable the inclusion of a wider range of organisations in the work of the Health and Wellbeing Board |
| **Health and Wellbeing Strategy** | Shall mean the strategy that explains Torbay’s health and wellbeing priorities and how organisations will work together to meet people’s needs. |
| **Home Improvement Agency (HIA)** | Shall mean the Service as summarised below and detailed in the Specification. |
| **Housing Options Team** | Shall mean Torbay Council’s statutory and advisory service, which provides advice on a wide range of housing issues, including preventing homelessness, rented accommodation and housing support. |
| **Housing Standards Team** | Shall mean the department within Torbay Council responsible for monitoring the standards of housing in Torbay. |
| **Installation** | Shall mean the assembly and physically securing in place using tools, including screw fixings to walls and floors. |
| **Joint Strategic Needs Assessment (JSNA)** | Shall mean the document provides an assessment of the current and future health and social care needs in Torbay. |
| **Key Personnel** | Shall mean the Provider’s members of staff, including sub-contractor’s staff, designated to carry out the responsibilities and duties effectively meet the requirements of the Service defined with this specification. The Authority may identify any of the Provider’s personnel as Key Personnel, who will be included on the list of Key Personnel defined by the Provider, which will be available to the Authority at any time. |
| **Lifting Operations and Lifting Equipment Regulations (1998) (LOLER)** | Shall mean the regulations which place duties on people and companies who own, operate or have control over lifting equipment. |
| **Manual Handling Regulations** | Shall mean the risk assessment requirements set out in the Management of Health and Safety at Work Regulations (1999) and the requirements in the Manual Handling Operations Regulations (1992) (as amended) to carry out a risk assessment on manual handling tasks. |
| **Medical Device Alerts (MDA)** | Shall mean the safety warnings in relation to medical devices, issued to the NHS in England via the Department of Health’s Central Alerting System. |
| **Medicines and Healthcare Products Regulatory Agency (MHRA)** | Shall mean the Government agency with responsibility for regulating all medicines and medical devices in the UK by ensuring they work and acceptably safe. |
| **Minicom** | Shall mean a telephone typewriter device for communication between deaf, hard of hearing, speech-impaired and/or hearing persons. |
| **Minor Adaptations** | Shall mean smaller pieces of work, valued below one thousand (£1,000) that involve some degree of fitting or fixing. |
| **Mixed Pack** | Shall mean an order that comprises both SADLs and CADLs equipment item, that is ordered under the CADLs system. |
| **National Institute for Health and Care Excellence (NICE)** | Shall mean the body responsible for providing national guidance and advice to help improve health and social; care. |
| **NHS** | Shall mean the National Health Service |
| **NHS Controls Assurance Standards** | Shall mean the standards developed to assist NHS bodies to reveal and assess risk. |
| **Non Standard (Catalogue) Stock** | Shall mean non-core, specialised items ordered as a one-off. |
| **Operations Manual** | Shall mean the manual developed by the Provider to detail the operating procedures for the Service. |
| **Order** | Shall mean a delegated Authorised Prescriber providing instruction to provide a specified item of equipment with the associated service elements to meet the assessed needs of a Service User.  |
| **OT(s)** | Shall mean occupational therapist(s). |
| **Portable Appliance Testing (PAT)** | Shall mean testing and inspecting of portable appliances, as required under the Health and Safety at Work Act (1974). |
| **Pre-Planned Maintenance Programme** | Shall meanspecifically, planned maintenance is a scheduled service visit carried out by a competent and suitable Provider, to ensure that an item of equipment is operating correctly and to therefore avoid any unscheduled breakdown and downtime.Planned Preventive Maintenance ('PPM') or more usual just simple Planned Maintenance (PM) or Scheduled Maintenance is any variety of scheduled maintenance to an object or item of equipment. |
| **Product Recall** | Shall mean a request to return to the manufacturer a batch or an entire production run of an item of equipment, due to the discovery of safety issues. |
| **Quality Management System** | Shall mean an integrative philosophy of management for continuously improving the [quality](http://en.wikipedia.org/wiki/Quality_%28business%29) of products and [processes](http://en.wikipedia.org/wiki/Business_process), requiring the involvement of management, workforce, suppliers, and customers, to meet or exceed [customer expectations](http://en.wikipedia.org/wiki/Customer_satisfaction) |
| **Rapid Response Service** | Shall mean the emergency service that can be accessed by all Authorised Prescribers, as defined in Schedule 3. |
| **Registered Providers (RPs)** | Shall mean social housing providers who are registered with the Homes and Commities Agency. |
| **Retail Model** | Shall mean the system where an individual is issued a prescription for SADL items by a health specialist enabling them to obtain the prescribed items from a range of accredited suppliers. |
| **Re-Used Equipment** | Shall mean an item of equipment that has been assess as economically viable for repair and fit for purpose. |
| **Satellite Stores** | Shall mean a peripheral delegated area for suitable storage capacity of specified equipment to provide short-term solutions that meet the Service User’s immediate need, prevent, and assist with an immediate crisis that minimises immediate risk. |
| **Satellite Store Operator** | Shall mean a delegated individual who shall be responsible for overseeing the Satellite Store(s) on a regular basis as agreed with the Provider.  |
| **Self-Funder(s)** | Shall mean Customers who fund all or part of their works. |
| **Service Failure Log** | Shall mean |
| **Service Users** | Shall mean the client or user of the service, including and their families or carers. |
| **Schedule of Rates** | Shall mean a list of agreed prices for works undertaken. |
| **Simple Aids for Daily Living (SADL)** | Shall mean Simple pieces of equipment generally costing less than one hundred pounds (£100) which help the user with day to day living. Equipment may help with mobility, bathing and toileting, cooking and eating, dressing and reaching for things. Examples would include a raised toilet seat, button-hooks, kettle tippers, reachers and shower stools. |
| **SME** | Shall mean small and medium enterprises. |
| **Social Care Institute for Excellence (SCIE)** | Shall mean the independent charity whose aim is to improve the experience of people who use social care by developing and promoting knowledge about good practice in services for adults, children and families. |
| **South Devon and Torbay Clinical Commissioning Group** | Shall mean the formal NHS body responsible for buying and developing services for local patients. |
| **Special Equipment** | Shall mean non-core, specialised items ordered as a one-off. |
| **Standard (Catalogue) Stock** | Shall mean high value, fast moving; or medium value core stock; or low value core stock which includes non-prescription SADLs. |
| **State Funded Service Users** | Shall mean Service Users who meet the FACS eligibility criteria. |
| **Statement of Need** | Shall mean documentation provided by the occupational therapist in relation to the needs of the customer. |
| **Telephone Response Service (TRS)** | Shall mean a commercial personalised service with delegated operators to answer telephone calls for its customers. |
| **Torbay and Southern Devon Health and Care NHS Trust** | Shall mean the NHS organisation responsible for providing community health services in Torbay and Southern Devon and providing and commissioning adult social care in Torbay. |

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| The Procurement Opportunity |

## Background Information

Torbay Council is a unitary Local Authority situated in the South West of England located on the South Devon coastline, known as ‘The English Riviera’.

Torbay Council wishes to procure a Community Equipment Service (CES) and a Home Improvement Agency (HIA). The Tender has been broken down into two (2) Lots:

Lot One (1) – Community Equipment Service

Lot Two (2) – Home Improvement Agency

The Authority reserves the right to amend or review these Lots at any time.

Applicants are able to Tender for one or both lots. Applicants bidding for both Lots are required to identify the benefits which would arise from awarding both Contracts to the same Applicant. Applicants bidding only for one Service are required to identify how they will work with the Provider for the other Service to ensure that enquiries and requests for services are dealt with appropriately.

The Authority aims to work in partnership with the successful Provider(s) to develop an open and fair relationship based on mutual trust.

Volume Two (2) Specification describes the Service to be delivered by the successful Provider(s) on behalf of the Commissioners.

### Lot One (1) –.Community Equipment Service (CES)

This Service is being procured by Torbay Council (the Authority) acting as the lead agency and is jointly funded by the Authority and the South Devon and Torbay Clinical Commissioning Group (CCG).

The resultant Contract will be managed Torbay and Southern Devon Health and Care NHS Trust (the Authorised Officers) on behalf of the Commissioners.

There is a current CES service in Torbay. The Contract for this Service is coming to an end and the Authority wishes to Tender the Service to ensure that it is obtaining the best possible service for customers. The Authority is seeking a Provider who will work with relevant health and care professionals to understand their needs, develop a service which reflects these and which is capable of developing as these needs change. The Provider will work proactively to ensure the range of equipment available is regularly reviewed, making best use of new products whilst achieving value for money.

### Lot Two (2) – Home Improvement Agency (HIA)

This Service is being procured and is funded by the Authority and the resultant Contract will be managed by Authority.

There is a current HIA in Torbay. The Contract for this Service is coming to an end and the Authority wishes to Tender the Service to ensure that it is obtaining the best possible service for customers. The Authority is also keen to see the Service extended to offer a wider range of services to fee-paying customers, with advice and support on the financial arrangements as well as the level of work to be carried out.

## Demographics

### Population Profile

The population of Torbay is one hundred and thirty one thousand (131,000), comprising ninety five thousand (95,000) households. Almost a quarter of the population is over the age of sixty five (65), reflecting its continuing popularity as a retirement destination. There is a significantly higher proportion of older people and a lower proportion of younger people than the national average. ONS projections suggest this difference will continue, with almost thirty percent (30%) of the population being over sixty five (65) by 2025, compared an average of around twenty percent (20%) for England. In 2025 the percentage of people aged over eighty five (85) in Torbay will be almost double the England average. One point six percent (1.6%) of the population is registered with a disability, compared to a one point one percent (1.1%) average in both the South West and in England as a whole.

### Economic Indicators

Torbay is a very mixed area. There are some pockets of deprivation which in 2010 ranked amongst the ten percent (10%) of most deprived areas in England; Torbay as a whole ranked as the most deprived area in the south-west, and amongst the top twenty percent (20%) of deprived areas in England. Yet there are also areas of wealth, where incomes and employment are higher than average. There are big differences in deprivation across Torbay, with those living in the most deprived areas dying on average seven (7) years earlier than those living in the least deprived areas.

Those living on restricted incomes are more likely to need to depend on the state for support. The CES and HIA Services need to be able to respond promptly to requests and referrals to prevent further complications or hardship arising. At the same time, there will be service users who are able to meet their own needs financially, but may need support and advice to do so. Many of these will be “asset rich and cash poor” i.e. they will own a property outright, but have a relatively low income. There is scope in both the CES and HIA Services to increase the number of “self-funders” and thus the fee income to the Service.

The health and care costs of serving this older population are predicted to increase by eleven percent (11%) between 2010 and 2020. However, health and social care budgets are being reduced. A key aim for both the Home Improvement Agency and the Joint Community Equipment Service will be to reduce health and care spend by enabling older people to remain independent for longer, to delay the time when they may need to move into residential care or hospital, and to facilitate earlier discharge from hospital.

### Policy Context

Significant changes in the commissioning of health care took place in April this year. Torbay’s Shadow Health and Wellbeing Board became a statutory board with responsibility for developing the Health and Wellbeing strategy for Torbay, which will underpin the decisions taken by the GP-led Clinical Commissioning Groups. As part of its work, the Shadow Board published a Joint Strategic Needs Assessment (JSNA)[[1]](#footnote-1), which will be used to revise the Health and Wellbeing Strategy[[2]](#footnote-2).

The statutory Health and Wellbeing Board formally came into being on 15th May 2013, operating as a Council Committee, with appointments to the Board covered by statute. There is also a Health and Wellbeing Forum which will meet twice a year and includes a wide range of representatives from statutory and voluntary services.

The JSNA focuses on different life stages. The section looking at the needs of older people recognises the progress that has already been made to integrate services, with integrated health and care services delivered by integrated teams working across Torbay and South Devon. Integrated working has already demonstrated a number of benefits, with Torbay having the lowest non-elective hospital stay in the south-west and the lowest proportion of excess bed days in the over seventy fives (75s). There remain significant challenges. Health statistics show that emergency admissions for hip fractures are significantly higher than would be expected, even given the population profile.

Torbay has a Community Plan[[3]](#footnote-3), a key driver of which is to “close the gap” on inequalities in life expectancy, health, deprivation and other key factors. This includes inequalities affecting older people, and adults and children with a disability.

Torbay has an Active Ageing Strategy[[4]](#footnote-4), which sits within the suite of thematic strategies which support the Community Plan; responsibility for delivery of the Active Ageing Strategy sits with the Health and Well-Being Board. Four (4) priority areas for action are identified:

1. good health in mind and body, including supporting people to live independently in their own homes;
2. dignity choice and control,
3. social integration;
4. safe and secure.

The CES and HIA Services will contribute to these wider aims.

## Transfer of Undertakings (Protection of Employment Regulations) 2006 (TUPE)

### The attention of Applicants is directed to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) and the Transfer of Employment (Pension Protection) Regulations 2005 as amended. Where applicable, TUPE provides that any transferee shall take over the responsibility for, and all employment liabilities of, the transferring employees, who retain their existing terms and conditions of service following any relevant transfer.

### The Authority highlights that TUPE may apply in respect of some or all employees of the current providers. However, the Applicants must satisfy themselves as to whether, in their view, TUPE applies, having regard to the Applicant’s proposals for the delivery of the services which are the subject of this Tender. Applicants should not place any reliance on this information, and must obtain their own independent professional advice as to application and the consequences for them if they are successful in this process.

### The Authority has sought from the contracted providers, information concerning the terms of employment of the individuals considered by the current provider as likely to be eligible to transfer under the provisions of TUPE (Appendix B and Appendix D). Applicants are reminded it is essential to maintain confidentiality in relation to the transfer process, any leakage of information that reaches staff working in an outgoing service can cause anxiety or raise expectation unnecessarily. Applicants are required to maintain confidentiality at all times and Appendix B and/or Appendix D will only be issued on completion and return of the relevant Confidentiality Agreement (Appendix A and Appendix C). Signed Confidentiality Agreements should be returned via the Discussion area within ProContract and Appendix B and/or Appendix D will then be issued via the same.

### Should Applicants require clarification in relation to any of the information contained in Appendix B and/or Appendix D, they should contact the current provider, using the contact details below:-

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|  | **Lot One (1) Community Equipment Service and Lot Two (2) Home Improvement Agency** |
| **Organisation:** | The Pluss Organisation |
| **Contact Name:** | Vickie Ward |
| **Contact Number:** | 01392 224441 |
| **Availability:** | Monday to Friday9.00am to 5.00pm |

### Where applicable, TUPE provides that any transferee shall take over the responsibility for, and all employment liabilities pertaining to, the transferring employees, who retain their existing terms and conditions of service. This section contains a summary only of the possible effect of the TUPE Regulations. Applicants should not place any reliance on this information, and must obtain their own independent professional advice as to application and on the consequences for them if they are the successful Applicant.

### Applicants should take into account the following requirements:

#### the need to consult with staff, recognised trade unions or elected representatives;

#### the need to provide sufficient and accurate information to enable the consultation process to be properly observed;

#### the requirement to observe existing rates of pay, terms and conditions, annual pay increases, pensions and all contractual rights in respect of the employment contracts of employees;

#### the transfer to any successful Applicant from the current employer of all liabilities in respect of claims for (but not limited to) the following - claims for redundancy payments, unpaid wages or salary, damages for unfair dismissal, breaches of sex, race and disability discrimination statutes, personal injury claims and all other claims related to previous employees of the transferor, save for where TUPE specifically excludes such claims and/or the transfer of them.

### The issues raised in paragraph 4.5.6.1 to 4.5.6.4 above are a non-exhaustive list of the primary issues to be considered. In the event of a contract being awarded, the successful Applicant will be expected to comply fully with TUPE and the current employers will provide up-to-date details about the transferring employees in accordance with the TUPE Regulations.

### The Authority is not the employer of the staff who may transfer and is dependent on the existing providers for the provision of information concerning such staff. The Authority makes no warranties or representations and give no undertakings as to the accuracy, completeness or sufficiency of any information relating to employees supplied during the Tender process.

### The Authority is commissioning the Services and is not in a position to warrant that there will be sufficient existing staff in a position to transfer without the successful Applicant having to rely on other resources, nor can the Authority warrant that such existing employees will be willing to transfer to the Applicant.

## Lot One (1) – Community Equipment Service (CES)

### Main Purpose of the Service

### The main purpose of the Service is to provide equipment on loan to people living in the community enabling them to do tasks they would otherwise be unable to do or to provide support to a Carer to enable on-going care in their home environment.

### The importance of the Service in terms of the prevention agenda is well documented and can provide a vital gateway to independence, dignity and well-being for many people living in the community.

### The Service will contribute to the implementation of the following national policy guidance, this includes, but not exclusive to.

1. Our Health, Our Care, Our Say (2006)[[5]](#footnote-5)
2. Improving the Life Chances of Disabled People (2005)[[6]](#footnote-6)
3. NSF for Children, Young People and Maternity Services (2004)[[7]](#footnote-7)
4. Healthy Lives, Brighter Futures (2009)[[8]](#footnote-8)
5. The Children Act 2004[[9]](#footnote-9)
6. Every Child Matters: Change for Children (2005)[[10]](#footnote-10)
7. Aiming High for Disabled Children (2007)[[11]](#footnote-11)
8. National Service Agreed for Older People (2001)[[12]](#footnote-12)
9. National Service Agreed for Long Term Conditions (2005)[[13]](#footnote-13)
10. A Vision for Adult Social Care: Capable Communities and Active Citizens (2010)[[14]](#footnote-14)
11. Healthy Lives, Healthy People: Our Strategy for Public Health in England (2010)[[15]](#footnote-15)

### It is The Provider’s responsibility to apply any other associated National Policy Guidance and legislative requirements for the Service defined therein.

### It also reflects the local guidance and policy of The Authority that will be made available to the Provider at local level.

### Equipment covers a broad spectrum of provision such as single to multiple; simple to complex; low-cost to high-cost and is determined by continually changing needs of Service Users. The flexibility of the Service will enable Service Users to live either independently or with the aid of Carers and/or community services, NHS and Social Service assistance.

### The Trust considers all parts of the Service, including, but not limited to, an efficient IT system, crucial to the success of the Service. As such the Provider shall ensure that all parts of the Service meet the requirements of this Specification in order to support Service Users.

### There is a wide range of community equipment required to meet therapeutic, rehabilitation, mobility, independence and communication needs. Any member of the community may need to use equipment for a short period of time, recuperating from an operation for example; others for an indefinite period. Equipment Users of all age groups who suffer from a disability and the provision of efficient and integrated community equipment provision will therefore make a great deal of impact in the following areas:

### Prevention: the Service has a significant contribution to make in terms of preventing admissions to Hospital or Care Homes; preventing delayed transfers of care; preventing or delaying deterioration in health, and preventing ill health, i.e. pressure sores etc.;

### Independence: the right equipment can help people maintain their independence by allowing them to continue to carry out everyday tasks such as toileting, bathing, feeding and drinking. Equipment can also help with mobility;

### Caring: equipment can enable care and nursing needs to be attended to in a community setting by either paid or family Carers. Equipment can keep the Carer safe when moving and handling is required preventing injury to the Carer and reducing the need for a home care package.

### The CES works alongside the provision of Simple Aids for Daily living (SADL), which is a retail model. Complex Aids for Daily Living (CADL) in Torbay has more medical elements than CADL in some local authority areas and Applicants will be expected to evidence understanding of Torbay’s requirements and commit to meeting them. There are instances when staff will request a mixture of CADL and SADL items within one order and the Provider will be required to fulfil any such orders as one. It will be up to Applicants to determine how they can best meet this requirement.

### The Authority is seeking a Provider who will work in partnership to make best use of the resources available and to ensure best practice in terms of assessment, procurement, storage, delivery, fitting, demonstration, servicing, collection, cleaning, decontamination, and recycling. In the first year of the Contract, the Authority will require as a minimum monthly reports on spend and performance. These requirements may be reduced as the Authority and Provider grow in confidence in the delivery of the Service.

### Service Outcomes

### The Provider shall provide:

1. A fully accessible Service, easy for stakeholders to contact, fully compliant with all equal opportunities legislation; and convenient to Service Users, Carers and Authorised Prescribers;
2. A responsive Service that meets the national guidelines for the delivery and collection of equipment, has IT based efficient stock control and storage facilities, infection control measures, delivery methods and is flexible enough to meet changes in national or local policy requirements;
3. A cost effective Service that achieves good value for money on equipment purchases through buying power, achieves a high recycling rate and maximises reuse of equipment and collection rates;
4. A quality Service with high levels of Authority satisfaction, an exemplary safety record with health and safety policies in place and implemented; and
5. A person centred Service with regular stakeholder feedback and consultation systems and a robust complaints procedure.

### Volume Information

Volume information for CES is appended within various schedules, which are detailed within Volume Six (6) Additional Information.

## Lot Two (2) – Home Improvement Agency (HIA)

### Main Purpose of the Service

The HIA will be the delivery vehicle for the Authority’s Disabled Facilities Grant (DFG) budget, providing all information needed for the Authority to authorise DFG spend. The Authority expects the successful Provider to work with it to increase the level of resource going into the service, drawing on funding from a variety of sources including the health service, and charitable funding, as well as fee income. The Authority is also seeking a Provider who is keen to learn from best practice in other areas and who will be innovative and flexible to take advantage of opportunities as they arise.

### Strategic Priorities

The strategic aims of the Service are:

1. Keeping people safer and independent, reducing the risk of hospital admission;
2. Meeting the needs of adults and children with disabilities;
3. Supporting Intermediate care and rehabilitation programmes; and
4. Reducing the need for care, including reducing admissions into care or nursing homes.

### Service Outcomes

The HIA will support older people and those of any age with a disability to carry out appropriate adaptations to their homes. This will include customers who are eligible for a grant towards the cost of adaptations, and also customers who will be paying for the works. The Authority expects the successful Provider to work with it to increase the level of resource going into the Service, drawing on funding from a variety of sources including the health service and charitable funding, as well as fee income and equity release schemes. The Authority is also seeking a Provider who is keen to learn from best practice in other areas and who will be innovative and flexible to take advantage of opportunities as they arise.

The Authority will require a high level of data-sharing (through appropriate secure electronic means) to enable it to be satisfied that the core service is satisfactory. The Authority will require more frequent reporting during the first year (at least monthly) but it is anticipated that this may reduce over time, if the Authority is confident that the Provider is delivering to the required standards.

The Authority would like to see the Service extended to include more of a housing options approach. This will encourage customers to consider all appropriate housing options, including a move where that would provide a more sustainable long-term outcome. Where a move is agreed, the HIA would work with partners to find a suitable alternative property and offering support to facilitate the move. The Authority recognises that the level of funding it is offering may not allow for a full housing options approach, and would welcome proposals on how Applicants could deliver elements of this within the resources available.

### Disabled Facilities Grant (DFG) Volume Information

The following information is provided for guidance purposes only, this does not guarantee future usage, volumes and quantities will remain the same.

Table 1: Total Number of DFG Enquiries Received:

|  |  |
| --- | --- |
| Enquiries – Not Cancelled | Count of Year |
| 2009 | 115 |
| 2010 | 117 |
| 2011 | 133 |
| 2012 | 138 |
| Total | 503 |

Table 2: Number of DFG Applications Approved:

|  |  |  |  |
| --- | --- | --- | --- |
| Tenure – Based on Approval | 2009 | 2010 | 2011 |
| Housing Association | 38 | 34 | 25 |
| Private Rented | 14 | 11 | 9 |
| Owner Occupier | 71 | 79 | 53 |
| Total | 123 | 124 | 87 |

Table 3: Type of Adaptation Carried out over last Two (2) Years:

|  |  |
| --- | --- |
| Type of Adaptation | Number |
| Bathroom | 122 |
| Stair lift | 40 |

## Contract Period

It is intended that any resultant Contracts in respect of each Service shall commence on 1st April 2014. Contract period to be up to a period of three (3) years with an option to extend up to a period of three (3) further years on a one (1) plus one (1) plus one (1) basis or until the end of the allocated budget subject to termination clauses contained within either the Standard or Special Terms and Conditions, whichever prevails.

## Contract Terms and Conditions

The Contract terms and conditions are provided with this documentation, which the Applicant is expected to read thoroughly before it makes its Submission. Any queries regarding the terms and conditions, including an Applicant’s request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the Tender clarification period and in accordance with that detailed at section 5.7 Clarification and Circular Advices within this Volume One (1) Instructions and Information. The Authority requests that Applicants’ comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.

Where the Authority is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Applicants will be notified accordingly. The Authority reserves the right to extend the Tender Submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Authority is not in agreement with any changes those proposals shall have been judged to have been rejected and the Authority shall provide an explanation to the Applicants as to the reason/s why it has been judged so.

When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions and the Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.

Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the Submission process and the Authority reserves its right to class any Tender submitted to the contrary as non-compliant. All such Applicants shall be judged to have failed with their Tender applications, shall be evaluated no further and notified accordingly.

The Provider/s shall accept the terms and conditions as they are drafted in the final Contract document. No further negotiation shall take place nor changes allowed. Where a Provider disputes this position the Authority reserves the right to withdraw the Contract award and class the Tender submission as non compliant.

## Procurement Timetable

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

|  |  |
| --- | --- |
| Documents distributed to Applicants | 3 October 2013 |
| Clarification questions to be submitted by | 29 October 2013 |
| Clarification responses to be issued by | 5 November 2013 |
| Submission deadline | 12 November 2013 |
| Evaluation | 13 November to 6 December 2013 |
| Presentations (Lot Two (2) only) | 2 to 6 December 2013 |
| Contract award | 10 December 2013 |
| Standstill Period | 11 to 20 December 2013 |
| Contract start | 1 April 2014 |

The Authority reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

## Authority Representatives

No person in the Authority’s employ or other agent, except as so authorised by the Authority Authorised Officer or Procurement Representative, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the successful Applicant or as to these instructions or as to any other matter or thing so as to bind the Authority.

|  |
| --- |
| **Authority Authorised Representative contact details:** |
| **Community Equipment Service:**Frances MasonSupporting PeopleFirst Floor, St EdmundsVictoria Park RoadTorquay TQ1 3QHTel: 01803 208729Email: frances.mason@torbay.gov.uk**Home Improvement Agency:**Tara FowlerCommunity SafetyC/O Town HallCastle CircusTorquayTQ1 3DRTel 01803 208025Email: tara.fowler@torbay.gcsx.gov.uk | Torbay Council website[**www.torbay.gov.uk**](http://www.torbay.gov.uk) |
| Procurement Representative contact details:  |
| Tracey FieldSupporting PeopleFirst Floor, St EdmundsVictoria Park RoadTorquay TQ1 3QHTel: 01803 208729Email: tracey.field@torbay.gov.uk | Torbay Council procurement website:[**www.torbay**](http://www.torbay)**.gov.uk/procurement** |

## Consortia and Sub-Contracting

Where an Applicant wishes to make its application as a Consortium or utilising Sub-Contractors the Authority advises the group of organisations to select a Lead Applicant in whose name the PQQ/ITT/RFQ/Mini-Comp response is to be submitted. The Lead Applicant is advised to confirm precisely what the arrangements are within the PQQ/ITT/RFQ/Mini-Comp including providing the names of all of the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements. Such details should be provided within Volume Five (5) Forms and within the Applicant’s responses to Method Statements or Questions within Volume Three (3) Award, as appropriate, and should enable the Authority to assess the overall Consortium or core supply base.

The Lead Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the Consortium or the exact nature of and degree to which the Goods/Services or Works will be sub-contracted.

Applicants that wish to bid as a Consortium or Sub-Contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants.

The Authority recognises that arrangements in relation to Consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and sub-contracting must be notified to the Authority during the procurement process or in the event that they are the successful Provider and in any event as soon as that change is known. The Authority may then make a further evaluation of that Applicant or Provider by applying the Qualification criteria to the new information provided. In the event that the Authority’s evaluation of the new information results in an outcome that is different from the original, the Authority reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or Sub-Contractors shall not have a negative impact upon the arrangements.

If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.

Please note that the Authority reserves the right to require a successful Consortium to form a single legal entity in accordance with regulation 28 of the Public Contracts Regulations 2006.

|  |
| --- |
| Understanding the Procurement Process |

## Procurement Procedure

This is a one-stage (1) Tender process, which is being run as an Open Tender under Part B of the Public Procurement Regulations 2006 as amended in 2009.

## Evaluation

The evaluation process is a critical part of the Tender process and is the means by which the Authority is able to assess to whom the Authority wishes to award the Contract.

The information disclosed by Applicants in its submission will be used in this evaluation process and for evaluation purposes only, except where indicated otherwise.

The Authority’s evaluation will be split into two (2) distinct stages as follows:

1. Selection
2. Award.

The following criteria and points will be applied in the evaluation of the submitted responses:

|  |  |  |  |
| --- | --- | --- | --- |
| **Evaluation Criteria Breakdown** | **Sub Criteria % Breakdown** | **% Criteria Breakdown** | **Points** |
| **Pass** |  |
| Section One (1) Mandatory Pass/Fail Requirements | Pass | **Pass** |  |
| Section Two (2) Mandatory Pass/Fail Requirements | Pass | **Pass** |  |
| **Award – Lot 1 Community Equipment Service** | **100%** |  |
| ***Section One (1) Mandatory Pass/Fail Requirements*** | *Pass* | ***Pass*** |  |
| ***Section Two (2) Method Statements:*** | ***60%*** |  | ***600*** |
| Start Up and Implementation | 8% |  | 80 |
| Operational Competency and Quality | 13% |  | 130 |
| Customer Care | 6% |  | 60 |
| Technical Ability | 17% |  | 170 |
| Services | 16% |  | 160 |
| ***Price:*** | ***40%*** |  | ***400*** |
| Credit Back | 10% |  | 100 |
| Loan per Activation | 10% |  | 100 |
| Operating Lease | 10% |  | 100 |
| Minor Adaptations | 4% |  | 40 |
| Rapid Response Service | 3% |  | 30 |
| Green Stock | 2% |  | 20 |
| Syringe Driver Operating Lease | 1% |  | 10 |
| **Award – Lot 2 Home Improvement Agency** | **100%** |  |
| ***Section One (1) Mandatory Pass/Fail Requirements*** | *Pass* | ***Pass*** |  |
| ***Section Two (2) Method Statements:*** | ***54%*** |  | ***540*** |
| Service Implementation | 4% |  | 40 |
| DFG Process | 24% |  | 240 |
| Relationships with Other Organisations | 4% |  | 40 |
| Performance Management | 8% |  | 80 |
| Customer Care  | 4% |  | 40 |
| Value for Money | 6% |  | 60 |
| Added Value | 4% |  | 40 |
| ***Presentation*** | ***16%*** |  | ***160*** |
| ***Price:*** | ***30%*** |  | ***300*** |
| Administration of Service | 10% |  | 100 |
| Schedule of Rates - Stair lift | 8% |  | 80 |
| Schedule of Rates – Bathroom Adaptation | 8% |  | 80 |
| DFG Fee | 4% |  | 40 |

Applicants who are bidding for both Lots should note they are only required to submit one response to Sections One (1) and Two (2) of the on-line Selection Questionnaire, and must submit separate responses to Volume Three (3) Award and Volume Four (4) Pricing Schedule in respect of each Lot for which they are bidding.

#### Marking Guidelines

The Method Statements within Volume Three (3) Award are scored against the marking system below, in line with criteria and points detailed at 5.2 Evaluation above. Each Method Statement is worth ten (10) points for each percentage point of the award criteria. For example, a Method Statement worth two (2) percent of the total score will be worth twenty (20) points, if the Applicant’s response to this question is evaluated as being ‘Outstanding/Excellent attracting a mark of ten (10) the total points awarded will be twenty (2); if the response is evaluated as being ‘Fair – Average’ attracting a mark of five (5) the total points award will be ten (10); and if the response is evaluated as being ‘Extremely Weak’ attracting a mark of one (1) the total points awarded will be two (2).

|  |  |  |  |
| --- | --- | --- | --- |
| **Score 0** | No response | No response |  |
| **Score 1** | Extremely Weak | Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage | **Weak** |
| **Score 2** | Very Weak | Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage |
| **Score 3** | Weak | Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage |
| **Score 4** | Fair - Below Average | Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it | **Fair - Good** |
| **Score 5** | Fair - Average | Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level |
| **Score 6** | Fair - Above Average | Satisfactory proposal/response, would work to deliver the majority of the Authority's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements |
| **Score 7** | Good | Good proposal/response that convinces the Authority of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail |
| **Score 8** | Strong | Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail | **Strong - Excellent** |
| **Score 9** | Very Strong | Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed |
| **Score 10** | Outstanding/ Excellent | Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided  |

## Selection

#### Selection Process

Selection is the process by which the Authority is able to assess the suitability of the Applicant to progress on to the next stage of the procurement.

The Authority requires all Applicants to complete the Selection questions, Sections One (1) and Two (2) of this procurement process on-line via the Supplying The South West e-Tendering portal. Applicants can find the Selection questions as part of the ‘Response Wizard’ (this shows as a button at the bottom of the screen when you click on this opportunity from the ‘My Opportunities’ window), and is the tool that you will need to use in order to make your Submission electronically. The Selection questions will appear at Step Two (2) of this ‘Response Wizard’.

The Applicant is encouraged to view the questions as soon as they receive this document in order to be able to understand the nature and complexity of the requirements to allow itself sufficient time to respond. Responses can be made at any time prior to the final Submission deadline and can be saved as the Applicant progresses through the process and returned to at any time. However, completion of all questions within this section is mandatory and you will be unable to make a full Submission until all questions are completed fully.

Applicants should note they are only required to complete Sections One (1) and Two (2) of the on-line Selection Questionnaire once and this response will cover both Lot 1 Community Equipment Service and Lot 2 Home Improvement Agency. Applicants should ensure where they are bidding for both Lots that they respond accordingly in respect of any questions which require a service specific response.

#### Selection Questions: Section One (1)

The on-line Selection questions are split in to two sections. Section One (1) is the Selection questionnaire, which is comprised of ten (10) mandatory questions under the following headings:

1. Grounds for Mandatory Rejection (Regulation 23 of the Public Contracts Regulations 2006 as amended in 2009): which includes questions regarding bribery, corruption and so on;

2. Grounds for Discretionary Rejection (Regulation 23 of the Public Contracts Regulations 2006 as amended in 2009): which includes questions regarding criminal offences, bankruptcy and so on; and

3. Economic and Financial Standing (Regulation 24 of the Public Contracts Regulations 2006 as amended in 2009): which includes questions regarding company turnover, insurances and so on.

The questions within the Selection questionnaire are standard to all procurement processes that the Authority runs utilising the Supplying The South West e-Tendering portal and passing these questions signifies that the Applicant has met the minimum criteria that the Authority expects of all of its Providers for any Contract.

Each of the questions within this Section One (1) shall be scored as Pass/Fail and guidance as to the Authority’s minimum requirements in relation to what constitutes a pass or a fail can be found within each question of the questionnaire itself under the heading ‘Supplier Help’. An Applicant that fails on one (1) or more of the questions within this Selection Questions: Section One (1) may be judged to have failed at this Selection stage of the process in its entirety and may not be evaluated further.

#### Selection Questions: Section Two (2)

The second section is comprised of additional questions that are specific to the subject matter of the Contract and are asked under the heading of Technical and Professional Ability in accordance with Regulation 25 of the Public Contracts Regulations 2006 as amended in 2009. Passing these questions signifies that the Applicant met the minimum criteria that the Authority expects of the Provider to whom this particular Contract will be awarded.

The questions within Section Two (2) shall be assessed on the basis of pass or fail and applies to those questions that are able to be answered either as a Yes or No; some will also require additional evidence to be provided. Where a response is given as a ‘Yes’, this will constitute a ‘Pass’. Where a response is given as a ‘No’, this will constitute a ‘Fail’ unless further information is given that justifies the organisation’s position or where the Authority considers the response to be satisfactory in which case responses shall be marked as a Pass. Responses given as ‘No’ and that lack further information will constitute a ‘Fail’. Should an Applicant fail one (1) or more questions they will be considered to have failed this section in its entirety and as such shall be deselected from participating further in this process and notified accordingly. Guidance as to the Authority’s minimum requirements in relation to what constitutes a pass or a fail can be found within each question of the questionnaire.

#### Financial Check

Within Qualification Section One (1) Applicants will be asked to give their permission for a financial check by a credit management agency named ICC. Where Applicants give their permission such a check shall be performed and your financial position determined based on a range of factors including, but not limited to, Directors (number and experience) and parent companies/subsidiaries involved with the organisation, outstanding mortgages or loans, the organisation’s profit and loss and balance sheets, the organisation’s turnover, profit solvency and cash in the bank figure. The financial check shall yield a score, which will be utilised by the Authority for the purposes of the evaluation of this procurement process, as it determines the following risk factor posed to it by the Applicant:

|  |  |
| --- | --- |
|  | No credit score |
| 0-35 | Proceed with caution / high risk |
| 35-50 | Caution / moderate risk |
| 50-60 | Normal / limited risk |
| 60+ | Confidence / low risk potential |

**Financial Check Results**

Those Applicants that exceed a score of fifty (50) shall be judged to have passed this element of the evaluation process. Those Applicants that score less than a score of fifty (50) shall have their financial information referred to the Authority’s Corporate Finance department for further investigation. This may comprise the full ICC generated credit report and any other information as requested by the Authority either during the procurement process or thereafter. The Applicant shall cooperate with the Authority in such instances by responding to any and all requests for further financial information within the deadlines set at the time of request. Following this, the Authority’s Corporate Finance department shall determine the organisation’s suitability to progress with the procurement process, taking all of the available facts in to account including the subject matter of the Contract and the risk factors inherent to it.

Where the Corporate Finance department rules that an Applicant is suitable to progress with the procurement process the Applicant shall be judged to have passed this element of the evaluation process.

Where the Corporate Finance department rules that an Applicant is not suitable to progress with the procurement process the Applicant shall be judged to have failed this element of the evaluation process. The Authority’s Corporate Finance department’s professional judgement is final. The Applicant shall, as a result, also be judged to have failed with their Tender application and shall be evaluated no further and notified as such.

**Future Financial Checks**

Where the procurement process is likely to span across a lengthy period of time or financial years, the Authority reserves the right to undertake a further financial check/s in order to ensure that the organisation’s credit rating is suitable. The aforementioned process shall be followed during any subsequent financial checks. The Authority shall notify the Applicant in writing prior to undertaking any further financial checks.

**Applicant Fails to Give Permission or no Financial Check is able to be Performed**

Where Applicants refuse to give their permission for a check, your organisation shall be judged to have failed this element of the evaluation process. The Applicant shall, as a result, also be judged to have failed with their Tender application and shall be evaluated no further and notified at the Contract award stage of the procurement process as such.

Where Applicants give their permission for a check but such a check is unable to be performed because, for example, your organisation does not lodge its final accounts with Companies House, your financial information shall be referred to the Authority’s Corporate Finance department who shall determine the organisation’s suitability to progress with the procurement in accordance with the aforementioned process.

**Applicant’s Financial Check Yields Information of Concern to the Authority**

In instances where the Authority undertakes a financial check on a particular organisation that yields information that may prove to be of concern, the Authority reserves the right to refer such instances to its Corporate Finance department, regardless of the Applicant’s financial check score, whereupon it shall be their responsibility to determine the organisation’s suitability to progress with the procurement process.

Where the Corporate Finance department rules that an Applicant is suitable to progress with the procurement process the Applicant shall be judged to have passed this element of the evaluation process.

Where the Corporate Finance department rules that an Applicant is not suitable to progress with the procurement process the Applicant shall be judged to have failed this element of the evaluation process. The Authority’s Corporate Finance department’s professional judgement is final. The Applicant shall, as a result, also be judged to have failed with their Tender application and shall be evaluated no further and notified as such.

## Award

#### Award Process

Award criteria are those that can be considered in assessing the Most Economically Advantageous Tender and as such Applicants responses to the questions asked should give a clear indication of what the organisation is offering for the price/s quoted in Volume Four (4) the Pricing Schedule.

The Authority requires all Applicants bidding for the CES to complete all of the Award questions at Volume Three (3) Award Lot One (1) – Community Equipment Service in full and submit in accordance with 6.8 Return of Document.

The Authority requires all Applicants bidding for the HIA to complete all of the Award questions at Volume Three (3) Award Lot Two (2) – Home Improvement Agency in full and submit in accordance with 6.8 Return of Document.

The Authority requires all Applicants bidding for both for the CES and HIA to complete all of the Award questions at Volume Three (3) Award Lot 1 – Community Equipment Service in full and all of the Award questions at Volume Three (3) Award Lot 2 – Home Improvement Agency in full and submit both documents in accordance with 6.8 Return of Document.

#### Award Questions

The Pass / Fail Questions can found within Section One of Volume Three (3) Award and are for all Applicants to answer in full. They are based upon requirements within Volume Two (2) Specification and these questions will require the Applicant to provide a commitment to providing the requirements laid out.

The questions within this section shall be assessed on the basis of pass or fail and applies to those questions that are able to be answered either as a Yes or No. Where a response is given as a ‘Yes’, this will constitute a ‘Pass’. Where a response is given as a ‘No’, this will constitute a ‘Fail’. Should an Applicant fail one (1) or more questions they will be considered to have failed this section in its entirety and as such shall be deselected from participating further in this process. Guidance as to the Authority’s minimum requirements in relation to what constitutes a pass or a fail can be found within each question.

#### Award Questions – Method Statements

The Method Statements can be found in Section Two (2) of Volume Three (3) Award and are for all Applicants to answer in full. They should be drafted in such a manner so as to be able to form part of the Contract (as applicable) and use defined terms which are consistent with Volume One (1) Instructions and Information. They should be submitted containing a sufficient amount of detail so as to demonstrate to the Authority that the stated outcomes as defined within Volume Two (2) Specification will be deliverable. Each Method Statement shall be scored individually in accordance with the marking guidelines at section 5.4.5 Marking Guidelines. At the start is a section regarding the Authority’s minimum requirements pertaining to the method statements/plans being asked.

Applicants should be aware that the responses shall be subject to evaluation by the Authority and/or any of its external partners providing technical support to this project as it deems necessary. They will be evaluated against a marking system that awards the highest marks to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant’s proposal. It should be noted that to achieve the highest marks available for the questions you should not only meet but exceed the basic requirements of the question.

The Authority has not provided a word limit for responses to the questions within this section of Volume Three (3) Award; however, the Authority would like to inform Applicants that responses should be relevant to the question and be applicable in length. Supporting information may be submitted, provided that it is clearly referenced in the question to which it clearly relates and appended to the main submission.

Any responses to any questions in this section or any other part of your bid that are later found to be incorrect against any of the questions or requirements in the Award sections may lead to you being exempted from this procurement process or any future procurement process lead by the Authority and could cause the termination of any resultant Contract.

## Contract Price

The price offered by the Applicant in Volume Four (4) Pricing Schedule (shall be firm and fixed for the period as stated for the duration of the Contract. Any percentage discounts that may be applied must be detailed in the same. Price variation during the term of Contract will be by negotiation only via formal performance review meetings. Any price variations will not take effect until they have been mutually agreed by both Authority and Applicant and the former receives confirmation in writing from the latter.

Should the Contract be extended to its full term, any price variations will be by negotiation only, following the process as stated above.

All prices submitted shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).

Volume Four (4) Pricing Schedule will be evaluated in accordance with the criteria and weightings as set out in this Volume One (1) Instructions and Information and Volume Four (4) Pricing Schedule and will form part of the Award section therein. Applicants with the lowest price will score maximum marks out of a possible one hundred (100) and Applicants submitting higher prices will be awarded marks proportionate to their distance from the lowest price.

## Clarification and Circular Advices

If your organisation has any questions relating to any part of this questionnaire or to the procurement process as a whole, please contact the Procurement Representative detailed within this Volume One (1) Instructions and Information.

There will be no negotiations of any of the substantive terms of the documents. Only clarification queries relating to the documents will be answered.

Applicants shall submit all clarification questions via the Supplying the South West e-Tendering portal before twelve (12) noon on the date given at Procurement Timetable of this Volume One (1) Instructions and Information.

Applicants should note that unless your question is innovation based, responses will be provided to all Applicants. The identity of Applicants raising any questions will remain confidential.

Any instruction by the Authority prior to the due date will be issued to all Applicants via [the](http://www.devontenders.gov.uk) Supplying the South West e-Tendering portal.

If during the period the Authority or Awarding Authority in the case of a Framework Agreement issues any circular letters to Applicants in order to clarify or alter part of the documents, then such circular letters shall form part of the Contract and Applicants shall be deemed to have taken account of them in preparing their bid. Applicants shall also promptly acknowledge any circular letters that they receive.

## Presentations (only Applicable to Lot Two (2) Home Improvement Agency)

The Authority reserves the right to invite Applicants, to attend a presentation at which stage it will be a requirement to reinforce your position by presenting your bid to the key stakeholders involved.

Short listed Applicants will be contacted to be invited to the presentation. The invite will detail the date, time and location and the required content of the presentation, which will include any specific questions/topics to be covered and the marking system.

Applicants short listed and invited to presentation must be available for the timescales indicated within this Volume One (1) Instructions and Information. Specific dates for each Applicant’s presentation will be finalised once the short list is selected.

## Rejection of Offers

The Authority may at its absolute discretion refrain from considering or reject any offer if: it is incomplete or vague or is submitted later than the prescribed date and time; or it is not in accordance with the approved format and all other provisions of the documents or is in breach of any condition contained within it.

Any Submission in respect of which the Applicant:

Has directly or indirectly canvassed any Official, Member or Officer of any of the Authority or obtained information from any other person who has been contracted to supply Goods or provide the Service or Works to the Authority concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Official, Member or Officer concerning any other Applicant; or

Fixes or adjusts the prices shown in Volume Four (4) Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or

Communicates to any person other than the Authority the amount or approximate amount of the prices shown in Volume Four (4) Pricing Schedule except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the bid or for the purposes of insurance or financing; or

Enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or

Offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person’s proposal, any act or omission,

shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by an Applicant may attract.

## Acceptance of Offers

The Authority shall accept what it considers to be the Most Economically Advantageous Tender. The Authority reserves the right to award the business in whole to one Applicant, in part to more than one Applicant or to make no award at all. The Authority is prepared to consider part bids as appropriate.

## Award of Contract

Submitted documents shall constitute an irrevocable offer to provide the Goods/Works or Services. Any acceptance of it by the Authority shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.

The successful Applicant shall conclude a formal Contract with the Authority, which shall embody the Applicant’s offer. No Applicant may consider itself successful unless and until a formal Contract has been signed by a Duly Authorised Officer of the Authority and co-signed by the Applicant’s Authorised Officer.

The offer shall remain open for acceptance for a period of six (6) months from the closing date for the receipt of Submissions.

## Bribery Act

The Bribery Act 2010 modernises the law on bribery and came in to force on 01 July 2011. The Act requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>.

## Public Services (Social Value) Act

The Public Services (Social Value) Act 2012 brings in a statutory requirement for public authorities to have regard to economic, social and environmental well-being in connection with public services contracts in a way that is relevant to the subject matter of the Contract and compliant with the Public Contracts Regulations 2006. It is important to note that this applies to Service Contracts only and not to Works and Goods Contracts. Applicants must note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

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| Understanding the Procurement Documentation |

## Structure of the Document

#### Structure and Explanation

This document is split in to five (5) volumes as follows:

|  |  |
| --- | --- |
| **Volumes for Information** | **Volumes for Completion and Return** |
| Volume One (1) Instructions and Information | Volume Three (3) Qualification and Award |
| Volume Two (2) Specification | Volume Four (4) Pricing ScheduleVolume Four (4) Pricing Schedule Response for Lot One (1) Community Equipment Service only |
| Volume Six (6) Additional Information | Volume Five (5) Forms |

For the avoidance of doubt only those Volumes numbered Three (3) to Five (5), inclusive, and the completed on-line Qualification questions require completion and Submission by the Applicant. The Submission of Volumes Three (3) to Five (5) and the completed on-line Qualification questions will be considered by the Authority to be a fully complete and official offer. Any Submissions made omitting any one or more of Volumes Three (3) to Five (5), or any of the requirements therein, or the on-line Qualification questions will be considered as incomplete and will be treated as such. Documents should only be completed in the format in which they currently appear and resubmitted in the original volumes as stated above. It is essential that Applicants do not re-format, re-brand or consolidate any of the volumes in accordance with their own standards on formatting in order to aid the Authority’s evaluation process. Applicants are expected to read, understand and agree to all Volumes of the document as it will in its entirety form part of the resultant Contract. A Submission checklist is enclosed in Volume Five (5) Forms for all Applicants to complete.

Further details on the on-line Qualification questions can be found at 5.3 Qualification of this Volume One (1) Instructions and Information.

The Contract Terms and Condition of Contract applicable to this opportunity can be found on the Supplying The South West e-Tendering portal. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the document return process as detailed at section 6.8 Return of Document of this Volume One (1) Instructions and Information.

## Study of the Document

Documents issued by the Authority to a prospective Applicant must not be passed on to a third party without the express permission of the Authority.

The Applicant is required to examine the documents and to obtain all information as it may require them to make a bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Submission. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information you provide will be relied upon as being true and accurate and will form part of the Contract for the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.

Applicants shall be deemed to have satisfied themselves before making their Submission as to the accuracy and sufficiency of the prices and rates as stated in Volume Four (4) Pricing Schedule which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its bid.

The Applicant is responsible for obtaining all information necessary for the preparation of its bid and all costs, expenses and liabilities incurred by the Applicant in connection with it shall be borne by the Applicant.

## Completion of Documents

All entries such as rates, price totals or any other endorsements entered must be typewritten in English.

Applicants will answer all appropriate questions and sign (if possible) where specified. You may continue on a separate sheet where necessary. Applicants will clearly reference its replies and any supporting documentation.

Any pro-formas must be fully completed even if your organisation has previously submitted information. It is not sufficient to cross-refer to previous responses.

**Applicants should ensure they complete and return all of the documents relevant to the Lots for which they are bidding.**

## Innovative Offers

Innovative offers may be made in addition to making a full and complete Submission. The Submission of an innovative offer will not be considered if the Applicant fails to make a complete Submission in the prescribed format.

## Alternatives and Variations

Should the Applicant wish to offer a variation or alternative to the Specification detailed within this document, including innovations to any Goods/Works or Services identified, please complete the Tender as described, answering the questions asked against the Specification provided at Volume Two (2) and submitting the relevant pricing within Volume Four (4) Pricing Schedule: the ‘standard bid’. Your alternative or variant bid should be prepared separately and submitted as such, giving clear details of your organisation’s departure from the specification or where your innovations alter other parts of the Tender, for example any Contract clauses or pricing. No alternative or variant shall be considered by the Authority without the Submission of a ‘standard’ bid.

## Discrepancies, Omissions and Enquiries concerning the Documents

Should the Applicant find discrepancies in, or omissions from, the documents, the Authority’s Procurement Representative shall be immediately notified by the Applicant.

## Errors and Omissions

Should any additions or deletions to the documents be considered necessary prior to the date for Submission, these will be issued by the Authority to Applicants and will be deemed to then form part of the documents; the Authority reserves the right to extend any date of Submission accordingly.

If the Authority discovers errors or omissions in the offer, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the offer made by agreement between the Authority and the Applicant shall be confirmed in writing by the Applicant to the Authority before final acceptance by the Authority.

## Return of Document

Documents must be returned electronically via the Supplying The South West Tenders e-Tendering portal. Should you experience any problems with Supplying The South West, please contact the support desk swsupport@due-north.com or call 0844 334 5204. This line is available between 08:30 and 17:00 Monday to Friday (excluding English bank holidays).

Submissions must be received in advance of the deadline in order to qualify as timely offers. As such, Applicants are urged to make their Submission well in advance of the stated time or date in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers on the same date at the same time, for example.

Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.

## Non Submission

If no offer is to be made, this must be indicated via the Supplying The South West portal. In order that the Authority can better understand its Applicant base, your comments regarding the reasons behind your non-Submission would also be appreciated. These can also be made via the Supplying The South West portal.

## Ownership

The documents which constitute the offer and all copies thereof are and shall remain the property of the Authority and save for the purposes of the bid, must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.

## Applicant’s Warranties

In submitting their offer the Applicant warrants and represents and undertakes to the Authority that it has not done any of the acts or matters referred to in Article 23 of the Public Contracts Regulations 2006 (as amended in 2009) and has complied in all respects with the requirements;

It has full power and authority to enter into the Contract and provide the Goods/Works or Services will if requested produce evidence of such to the Authority;

It is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted to the Authority) which may adversely affect such financial standing in the future.

## Authority’s Warranties and Disclaimers

The fact that an Applicant has been invited to bid does not necessarily mean that the Applicant has completely satisfied all the Authority’s criteria and the Authority may require further information as appropriate and assess this as part of the evaluation process.

The Applicant shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Applicant save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Authority to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.

Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Authority does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.

Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Authority be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or Submission of an offer.

1. *JSNA:* [www.torbay.gov.uk/index/yourcouncil/factsfigures/jsna.html](http://www.torbay.gov.uk/index/yourcouncil/factsfigures/jsna.html) [↑](#footnote-ref-1)
2. *Health and Wellbeing Strategy:* <http://www.torbay.gov.uk/DemocraticServices/mgConvert2PDF.aspx?ID=10446&ISATT=1#search=%22health%20wellbeing%20strategy%22> [↑](#footnote-ref-2)
3. *Torbay Community Plan:* <http://www.torbay.gov.uk/index/yourcouncil/tsp/communityplan.htm> [↑](#footnote-ref-3)
4. *Active Ageing Strategy:* http://www.torbay.gov.uk/index/yourservices/adults/activeageingstrategy.htm [↑](#footnote-ref-4)
5. *Our Health, Our Care Our Say (2006):* <http://www.official-documents.gov.uk/document/cm67/6737/6737.pdf> [↑](#footnote-ref-5)
6. *Improving the Life Chances of Disabled People (2005):* [http://webarchive.nationalarchives.gov.uk/+/http:/www.cabinetoffice.gov.uk/media/cabinetoffice/strategy/assets/disability.pdf](http://webarchive.nationalarchives.gov.uk/%2B/http%3A/www.cabinetoffice.gov.uk/media/cabinetoffice/strategy/assets/disability.pdf) [↑](#footnote-ref-6)
7. *NSF for Children, Young People and Maternity Services (2004):* <https://www.gov.uk/government/publications/national-service-framework-children-young-people-and-maternity-services> [↑](#footnote-ref-7)
8. Healthy Lives, Brighter Futures (2009): http://webarchive.nationalarchives.gov.uk/+/www.dh.gov.uk/en/publicationsandstatistics/publications/publicationspolicyandguidance/DH\_094400 [↑](#footnote-ref-8)
9. *The Children Act 2004:* <http://www.legislation.gov.uk/ukpga/2004/31/contents> [↑](#footnote-ref-9)
10. *Every Child Matters: Change for Children 2005:* [http://webarchive.nationalarchives.gov.uk/20130401151715/https://www.education.gov.uk/publications/eOrderingDownload/DFES10812004.pdf](http://webarchive.nationalarchives.gov.uk/20130401151715/https%3A//www.education.gov.uk/publications/eOrderingDownload/DFES10812004.pdf) [↑](#footnote-ref-10)
11. *Aiming High for Disabled Children (2007):* <http://www.education.gov.uk/vocabularies/educationtermsandtags/7029> [↑](#footnote-ref-11)
12. *National Service Agreed for Older People (2001):* <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/198033/National_Service_Framework_for_Older_People.pdf> [↑](#footnote-ref-12)
13. *National Service Agreed for Long Term Conditions (2005):* <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/198114/National_Service_Framework_for_Long_Term_Conditions.pdf> [↑](#footnote-ref-13)
14. *A Vision for Adult Social Care: Capable Communities and Active Citizens (2010):* [http://webarchive.nationalarchives.gov.uk/+/www.dh.gov.uk/en/publicationsandstatistics/Publications/PublicationsPolicyandGuidance/DH\_121508](http://webarchive.nationalarchives.gov.uk/%2B/www.dh.gov.uk/en/publicationsandstatistics/Publications/PublicationsPolicyandGuidance/DH_121508) [↑](#footnote-ref-14)
15. *Healthy Lives, Healthy People: Our Strategy for Public Health in England (2010):* <https://www.gov.uk/government/publications/healthy-lives-healthy-people-our-strategy-for-public-health-in-england> [↑](#footnote-ref-15)