We Work for Everyone

Approved Provider List

Pre employment skills, short term in work support and work and personal skills training for people with Learning Difficulties, Learning Disabilities or AutismInsert Project Title

Instructions for Bidders

ProContract ID: **DN504426**

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# FOREWORD

Bristol City Council is a unitary authority with an elected Mayor; it has a population of 437,500 and is the seventh largest English city outside London. It is a rapidly growing city, with a young and diverse population, a successful economy and a commitment to protecting the environment.

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

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

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

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

Social Value – the Council is committed to maximising the impact of public expenditure to get the best possible outcomes, and recognising that people who live in Bristol are central to helping us to achieve our aims. Therefore the Council is looking for additional social value benefits through the commitments you make within this tender.

Environment - the Council would like to use its influence and powers to improve Bristol’s environment, keep it a Green Capital. The Council has its own Environmental Policy [https://www.bristol.gov.uk/documents/20182/1352057/Environmental+Policy/b9e63e8b-40e7-b6d5-6815-ee3d02f24d6b](https://www.bristol.gov.uk/documents/20182/1352057/Environmental%2BPolicy/b9e63e8b-40e7-b6d5-6815-ee3d02f24d6b)

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

a) Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Act;

b) Advance equality of opportunity between persons who share a relevant characteristic and persons who do not share it;

c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

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

Data Protection – providers must adhere to the principles of the General Data Protections Regulations when working with personal data.

# Section One – Background and Overview

## Introduction

* 1. Bristol City Council in collaboration with the West of England Authorities wishes to appoint provider(s) to deliver two services that support people with Learning Difficulties, Learning Disabilities or Autism to enter and remain in the workplace. These services will be part of a larger programme called We Work for Everyone (WWfE). The aim of the programme is to improve employment outcomes by providing individuals with the right support at the right level. Where possible the training and support should be delivered in the geographical locations where people live to reduce travel time and lessen environmental impact.

The three-year programme will work with 2444 participants. The objectives of the project are to:

* Offer an individualised programme to support people with a Learning Difficulties, Learning Disabilities or Autism to access the labour market and identify pathways to help them obtain employment.
* Provide intensive 1 to 1 support to identify suitable career pathways and signpost to specialist services, including bespoke models of provision aimed at people with Learning Difficulties, Learning Disabilities or Autism.
* Strengthen the work with service users, schools, employers and parents / carers.
* Work with people with a Learning Difficulty, Learning Disability or Autism to retain employment by ensuring ongoing support once in employment and working with their employer to meet both the employer’s and the employee’s specific needs.
* Identify and embed models of effective practice with internships and supported employment.
* Raise awareness of the contribution which people with Learning Difficulties, Learning Disabilities or Autism can make to employers.
* Developing a Quality Standards and commissioning framework for specialist employment support, for the West of England area.
* Establish a sustainable model of support which can continue long-term across the West of England.

# Round One Provider Event

An event for potential providers of services is to be held online on Friday 7th May ay 10-12 noon. Please use this Eventbrite link to reserve a free ticket.

<https://www.eventbrite.co.uk/e/we-work-for-everyone-provider-event-tickets-152308955185>

Agenda

1. Background to the programme
2. The services
3. How to apply

# The Services

**Service one -** **Pre-employment Training and Short Term in Work Support**

This service will provide job coaching for individuals or groups to improve the ability to apply for jobs and be successful at interview. The service provider will continue to support the individuals successful at interview during the first three months of their employment. The support could include CV writing, Interview skills and orientation in the workplace. An understanding of the needs of the service users, an ability to meet them and a flexible and creative approach to help individuals achieve their potential is required.

**Service Two – Work and Personal Skills Training**

This service will provide demand led practical work skills courses to get individuals or groups ready to work, including self-employment. These courses will be in either industry specific or related to personal development. Examples of such courses could be a catering course for those wanting to work in the hospitality industry, a course aimed at those who want to be self-employed or a bespoke course for an individual such as life coaching or public speaking.

The service provider will continue to support any individuals who go on to gain employment during the first three months of their employment. An understanding of the needs of the service users, the demands of various industries and a flexible and creative approach to help individuals achieve their potential is required.

* 1. Some individuals referred to the WWfE Programme may require none, one or both services. The overall aim is to provide bespoke support to meet the needs of a wide range of individuals to enter and remain in the industry of their choice.
	2. If there is evidence of a need for a service that is not being offered the council will conduct market development events open to all organisations.
	3. This document contains details of the bidding process.

## Proposed Length and Value

* 1. The programme will be for the period of approximately 30 months and will commence on the 1st July 2021.

Service One - Pre-employment Training and Development = £478,302

Service Two – Work and Personal Skills Training = £1,454,000.

## Procurement Process

* 1. The services required will be procured under the light-touch regime (LTR) as detailed in the Public Contracts Regulations 2015 (as amended). The LTR is a specific set of rules for certain service contracts that includes certain social, health and education services.
	2. The procurement process being used to put in place the approved provider list for this project is a revised Dynamic Purchasing System (DPS) also referred to as an Open Framework. The revisions are that new bidders will be periodically evaluated, and the council will be making direct awards when placing individuals and small groups with service providers for bespoke training and support.
	3. Placements will be with regard to:
* Individuals choice
	1. The council will use the mini competition block contracting arrangements when it has a sufficient number of individuals to place over a finite length of time or to fill any gap in the services required. The block contract will use price quality and social value or price and social value to evaluate the bids. Social value will be 20% of the evaluation criteria when the contract is appropriate and proportionate. Providers do not need to specify if they are interested in block contracts at the framework application stage as the opportunities will be available to all providers who have successfully gained a place on the framework. There may be additional quality questions relating to the type of service required for the individuals within this process.

# Section Two – Instructions for Submission of Bid onto This Open Framework

## General

* 1. Bidders are invited to submit a bid to join the open framework for **We Work for Everyone Programme.**
	2. The Council is utilising the ProContract e-Tendering System to manage this procurement and communication with bidders are as outlined below. You should not refer to general promotional literature or policies. Nor should you include these unless the Council has specifically asked you for them.
	3. The instructions in this document are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that bidders provide all the information asked for in the format and order specified.
	4. Bidders should read these instructions carefully before completing the bid documentation. Failure to comply with these requirements for completion and submission of the bid response may result in the rejection of the bid. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the contractual requirements and obligations.
	5. These instructions constitute the Conditions of bidders. Participation in the bidding process automatically signals that the bidder accepts these conditions.
	6. Bids must not be qualified and bidders should not make unauthorised changes to the bid documentation. Bids must not be accompanied by statements that could be construed as rendering the bid equivocal or placing it on a different footing from other bids. Nor should bidders approach the Council during the bid process to suggest alterations in the bid documents. Where a bid submission does not comply with this paragraph, the Council’s decision as to whether or not your bid is acceptable and how it will treat an unacceptable bid will be final and the Council will not regard itself as under any obligation to consult bidders on this.
	7. All bid documents and submissions must be completed in their entirety. The bidder who is awarded the Contract will be required to sign the contract documents:
	+ Where the bidder is an individual, by that individual;
	+ Where the bidder is a partnership, by at least two duly authorised partners; or
	+ Where the bidder is a company, by two Directors or by a Director and the Company Secretary.
	1. If you are a company you must satisfy yourself that carrying out the contract in the way this contract is structured will be within your objects and powers and demonstrate this to the Council.
	2. All documentation supplied by the Council shall remain its property and confidential to it. Bidders may not without the Council’s written consent at any time use for your own purposes or disclose to any other person (except as may be required by law) the bid or contract documents or any information or material which the Council may make available to bidders all of which shall remain confidential to the Council.
	3. The Council may reject non-compliant bid responses. Bid responses that are deemed by the Council to be fully compliant will proceed to evaluation.
	4. The Council does not warrant that it will place any particular orders or any level of business with the provider it selects. The Council does not bind itself to accept any bid. The Council shall not be liable for any loss or expense incurred by any bidder as a result of its decision not to award the contract to any bidder.

## Timescales

* 1. Set out below are the proposed timetables. This is intended as a guide and whilst the Council does not intend to depart from the timetable it reserves the right to do so at any stage.
	2. The Council reserves the right to cancel the whole or part of the bid process at any point and is not liable for any costs resulting from any cancellation.

| **DATE** | **STAGE** |
| --- | --- |
| 30th April 2021 | Bid & clarification process opens  |
| 21st May 2021 | Initial Clarification period closes |
| 12:00pm - 31st May 2021 | Closing date and time for receipt by the Council of completed bidder responses via the ProContract tendering system.  |
| 1st June 2021 | Evaluation of round 1 bids commences  |
| 1st July 2021 | Commencement date of framework |

* 1. Once the initial tender (round 1) is complete, the Council will evaluate bids according to the following dates. However, the Council reserves the right to deviate from this at any time during the life of the Contract. After the dates listed below, the Council will evaluate the bids periodically every year, though in some circumstances this timescale maybe amended.
	2. **Indicative timescale for future round evaluations.**

| **DATE** | **STAGE** |
| --- | --- |
| 12:00 pm – 30th July 2021  | Deadline for tender responses to be considered for Round 2 evaluation |
| 12:00pm 31st August 2021 | Deadline for tender responses to be considered for Round 3 evaluation |
| 12:00 pm 30th September 2021 | Deadline for tender responses to be considered for Round 4 evaluation |
| 12:00 pm 7th January 2022 | Deadline for tender responses to be considered for Round 6 evaluation |

* 1. Providers who choose not to submit a tender during the initial tender period or who may be unsuccessful in meeting the requirements for admission for the framework may submit/re-submit their tender via ProContract at any time.
	2. The ProContract system will remain open continuously to accept new or re-submitted bids. It should be noted however that the Council only intends to evaluate these bids periodically and so there may be some delay between submission and evaluation of your bid.
	3. If you are re-submitting your bid after being unsuccessful, please complete the re-submission form indicating which sections of the tender you are re-submitting. Your organisation does not need re-submit all areas of your bid, only those that you have failed on or where you are trying to increase your overall score.
	4. In order to manage the submission of new tenders the system will periodically release a new ‘DPS Round’. If you are applying during the initial tender period you will only see DPS Round 1 – and you will make your submission on DPS Round 1. You do not need to reapply in any further DPS Rounds being released until you receive feedback from the Council that your application has been unsuccessful.

## Bid Validity

* 1. The bid is an unconditional offer and shall remain open for acceptance for 6 months. A bid valid for a shorter period may be rejected.

## Preparation of Bid

* 1. Bidders must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of bids. Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bids and all other stages of the selection and evaluation process. All material issued in connection with this bid process shall remain the property of the Council and shall be used only for the purpose of this procurement exercise. All due diligence information shall be either returned to the Council or securely destroyed by the bidder (at the Council’s option) at the conclusion of the procurement exercise or earlier if a bidder withdraws or declines an interest.
	2. Under no circumstances will the council, or any of its advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this tendering process.
	3. Bidders should provide their response to the questions within the on-line questions section of Pro-contract rather than referring to one of their documents. Additional documents may be required this will be indicated within the question and the evaluation criteria. If additional documents are not specified these will not be evaluated.
	4. The Council may make drafting changes to the bid documentation until six working days before the date for return of bids. Bidders will be required to accept any such changes without reservation and by submitting a bid they are deemed to have accepted such changes and any bid submitted in non-compliance with those changes may be excluded from further consideration.
	5. Bidders should notify the Council promptly of any perceived ambiguity, inconsistency or omission in the bid documents, any of its associated documents and/or any other information issued to them during the procurement process. All queries, questions and requests for information regarding this bid should be made in writing via ProContract using the messages function.
	6. Tenderers should make sure their answers are clearly written and unambiguous so that evaluators are able to understand and assess how well the answer meets the criteria. If the evaluators are unable to understand the answer, there is a risk that they will not be able to determine whether the answer satisfies the requirement and a lower score is given.

## The Bid Pack

|  |  |
| --- | --- |
| **Document** | **Information** |
| **This document.** **Instructions for Bidders (Invitation To Tender)** **No input required, document is for information and guidance for tenderers**. | * This includes details of the bidding process, award criteria, the background information and key requirements that need to be addressed to enable bidders to submit a formal proposal for completing a particular piece of work or for the provision of Services or Goods.
 |
| **Specification** (separate pdf document for both lots) **No input required, document is for information and guidance for tenderers.** | * The Specification information is an explicit set of requirements to ensure the right service or goods are provided. Bidders need to understand what the requirements are and relate this to the input required in other parts of the bid documents.
 |
| **Standard Selection Questionnaire** (These questions are embedded in Pro-contract) | * These are the Crown Commercial Services standard questions designed to test if a bidder meets the minimum levels of suitability. These are embedded in Pro-Contract.
 |
| **Quality Questions** (These questions are embedded in Pro-contract) | * These questions are embedded into the Pro-contract system and the bidder should complete their response on-line.
 |
| **Declarations**Non Collusive & Non-Canvassing Certificate  | * The bidder should complete the appropriate forms and upload them in responses to the questions on ProContract.
 |
| **Terms & Conditions** **No input required, document is for information and guidance for tenderers.**  | * These are attached on the attachment tab. Framework agreement and call off contract and placement form.
 |
| **Client Referral Form****No input required, document is for information and guidance for tenderers**. | * These are attached on the attachment tab. The Navigators will use this form to place individuals with service providers.
 |
| **WWfE Provider Information Proforma.** | * This is attached on the attachment tab. This form is to be completed by all applicants and uploaded onto Procontract. The commissioners will use this form to scrutinise the price element. Navigators will use it when considering individual options.
 |
| **Re-Submissions Form** | * Please complete and upload this form when your organisation has previously been unsuccessful. This form is only to be completed when you are re-submitting your bid on another round.
 |

## Submission of Bid - Procontract

* 1. The Council is utilising the ProContract e-Tendering System to manage this process and communicate with bidders. Accordingly, there will be no hard copy documents issued to bidders and all communications with the Council including the submission of bid responses will be conducted via ProContract.

## Bid submission

* 1. Please note the ‘Time Remaining Countdown’ alerting you to the time available to final bid submission. Please note the ProContract system may let you submit after the deadline but the Council will not accept bids submitted after the deadline.
	2. In the event that a bidder does not wish to participate further in this procurement exercise, the bidder should click on ‘No Longer Wish to Respond’. If the bidder declines after downloading the bid documents all data supplied should be destroyed.

**Please allow sufficient time to upload documentation and submit your bid.** It would be unwise to commence uploading documents less than four hours before the deadline. Also, remember after up loading your documents and answering all the on-line questions **to press the SUBMIT button** within ProContract. Until you have pressed the SUBMIT button you haven’t sent your tender bid through to the Council. If bidders experience any technical difficulties relating to the ProContract, 0330 005 0352 Monday to Friday 8.30 am to 17.30 pm or email: procontractsuppliers@proactis.com

* 1. It is the bidder’s responsibility to return completed documentation via ProContract.
	2. During the bid process, any communication between bidders and the Council must be made via ProContract. The Council may ask any bidder at any time during the procurement to submit all or part of the evidence it is necessary to ensure the proper conduct of the procedure.

Clarifications - All queries, questions and requests for information regarding this bid should be made via precontract. These should be submitted no later than the clarification deadline listed above. It should be noted that such requests and the answers will be communicated to all other bidders via ProContract. The identity of the organisation making such requests will remain confidential and anonymous.

* 1. After the closing date for receipt of bids the Council expects only to make contact with bidders for the following purposes:
* To clarify information contained in the bid documents;
* To clarify anything relating to guarantees;
* To ask for evidence that the winning bidder meets the requirements of the Standard Selection Questionnaire;
* To inform bidders of the award decision;
* To give bidders feedback about their bid;
* To agree the commencement date.

If a winning bidder fails to supply the required evidence within the set timescale, or the evidence proves unsatisfactory, the award of the contract will not proceed to that bidder. The Council has the right to then choose to amend its award decision and award to the second placed bidder, provided that they have submitted a satisfactory bid. Alternatively the Council may terminate the procurement process.

## Freedom of Information Act and Environmental Information Regulations 2004

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

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

## Bribery Act 2010 & Whistleblowing

* 1. Council contracts include provisions under which the contract will be terminated if the service provider or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Prevention of Corruption Acts 1889-1916 or Bribery Act 2010.
	2. There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
	3. The Council also requires of bidders that they sign non-collusion agreements to the effect that they will not collude with other bidders in submitting bids, except where they are consortiums.
	4. If so, or for that matter in respect of any concerns a supplier may raise about any other sort of irregularity, it will treat their information in confidence in comparable fashion as the protection offered to employees under the Council’s Whistle Blowing Policy. This can be found on the Council’s publicly accessible website.

## Fraud Act 2006

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

## Data Protection

* 1. Both parties are bound to comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) and will have obligations to one another under that legislation in the event that personal data is being handled by virtue of this contractual relationship. In the event that a controller-processor relationship is identified, it is required that the controller place specified contractual obligations upon the processor. Should both parties be controllers, the obligations of the parties will need to be considered and a separate agreement entered into outlining these. Details of the relationship, if any, will be provided in the contract documentation.
	2. Should the supplier be handling personal data under the contract, the Council will seek assurances from the tenderers and/or the successful tenderer in order to ensure compliance with the GDPR and the tenderer must demonstrate that the technical and organisational measures put in place meet the requirements of the contract.  In the absence of sufficient assurances, the Council reserves the right not to award the contract to the first placed bidder.

## Other Matters

* 1. Tenderers should not attempt to canvass any Member or Officer of the Council about their bid or try and obtain confidential information relating to the services or the bidding process from anyone associated with the Council or from any other past or present service provider to the Council. If tenderers do so their bid is likely to be rejected.
	2. The Council cannot and does not propose to commit itself as to:
	+ Its requirements after this contract has expired;
	+ What arrangements it may propose to make to procure the services; or
	+ What the legislative regime will be at that time as to the procurement of goods/services/works or transfer of staff after this contract has expired.
	1. Bidders should not try and recruit any Council employee who has during the year prior to the closing date for the submission of bids been employed on work relating to the contract. If you do so, your bid is likely to be rejected.

# Section Four – Guidance for the Bidder Submission

## General Guidance on Submitting Your Bid

* 1. Complete the on-line questions in English and ensure that any supporting documents are also in English for example financial accounts.
	2. Please note that whenever used in this submission, the term organisation refers to a sole practitioner, partnership, incorporated company, co-operatives, charity or analogous entity operating outside the UK, as appropriate, and the term ‘officer’ refers to any director, company secretary, partner, associate, trustee or other person occupying a position of authority or responsibility within the organisation.
	3. Answer the questions specifically for your organisation, not for the group if you are part of a group of companies. Where, however, group policies, statements, etc. are normally used in your organisation, please answer accordingly.
	4. Where a question requests a YES/NO answer please make it clear which answer is indicated. The Council is entitled to interpret any ambiguous replies in its favour.
	5. The submission must be fully completed even if you have previously submitted a submission to the Council. It is not acceptable to cross reference earlier or other submissions.
	6. Bidders should note that they may be asked to clarify or provide additional information before the Council is able to determine the successful bidder, and that the provision of false information may disqualify a bidder from inclusion. Also, that in accord with the provisions of the Data Protection Act 1998, the name of a person dealing with an application will be a matter of record.
	7. Before submitting your completed bid on Pro-contract, please ensure that all questions have been completed in full, and in the format requested. Failure to do so may result in your submission being disqualified.
	+ All relevant/requested documents have been uploaded.
	+ The named person above is an individual with the authority to make these statements on behalf of the bidder. Completion of the template on Pro-contract will be taken to mean that this application has been made on behalf of and has been authorised by, the organisation.
	+ All acronyms are adequately defined.
	+ Answers do not use non-committal or aspirational language. Answers should provide positive commitment to the subject matter.
	+ Answers to each question are self-contained, and do not cross-refer to responses to other questions.
	1. Where a maximum word count is stipulated for a narrative response, the word count limits must be adhered to.  This is designed to allow tenderers to provide relevant detail in a concise manner.  Answers should not exceed the word limit stated per question.  Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated.  Wording in tables will contribute to the word count; wording in charts, diagrams and graphics are excluded. For this purpose "word" shall be given its normal meaning i.e. as a single unit of language.  Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word, (not withstanding any automated word count facility) but will be counted as separate words.  Words that have hyphens but are in general usage are acceptable.  The evaluation panel will determine if it thinks that the word count has been deliberately manipulated in order to give an organisation an unfair advantage, and where it is the panel's view that it has, words that are joined by hyphens, slashes etc. will be counted separately.

# Section Five – Bid Evaluation

## Evaluation of the Bidder Submission

* 1. The Council will evaluate on the basis of what is the most economically advantageous bid. Places on the framework will be evaluated on quality. Placements will be made on service user choice and block contracts will include an element of price.
	2. Bidders will also be assessed against minimum levels of suitability as set out in the Standard Selection Questionnaire and the declarations. Should a bidder fail to meet the minimum levels of suitability they may be excluded from the tender process.

## Pricing

* 1. Pricing will be scrutinised at the framework application stage and at block contract call off stage.
	2. All applicants must complete the service provider information proforma. This form is used to tell BCC about the fees your organisation charges for the services offered. To determine if a service’s fees are abnormally high the council will bench mark the service against similar services and/or require open book costing to evidence the price.
	3. The weighting for price for block contracts may vary and will be published when the opportunities are advertised.

## Abnormally high bids

Any bids considered to be abnormally high will be rejected.

## Quality

* 1. Bidder’s quality submission will be assessed in accordance with the criteria set out below.

**Quality Evaluation – 100%**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| High Level Criteria | Question | Weighting% | Sub Criteria | Weighting% | Word Count |
| Quality of Service | Describe how your organisation has previously organised and managed services to meet and support the needs of individuals with Learning Difficulties, Learning Disabilities or Autism  | 60 | Please outline how your experience and knowledge has previously enabled you to deliver similar work with this specific client group. | 40 | 500 words |
| Please describe the key skills that you have of working in this service area and with this specific client group. | 30 | 500 words |
| Please demonstrate how the requirements of previous contracts have been effectively delivered. | 30 | 500 words |
| Workforce | Describe how you have previously recruited and retained staff with the right skills and knowledge to deliver services to individuals with Learning Difficulties, Learning Disabilities or Autism and how your staffing levels have remained consistent when previously delivering contracts of this nature. | 30 | Please demonstrate how you provide training, the frequency of the training, supervision arrangements and expert support available for staff.  | 100 | 1000 words |
| Equalities | With regards to this project, please describe how your organisation will operate in accordance with the Equality Act 2010 and the s.149 Public Sector Equality Duty”. Please provide copies of any relevant policies or evidence of relevant actions | 10 | Demonstrates a good understanding of the Equality Act 2010, including the Public Sector Equality Duty. | 30 | 1000 excluding policies |
| Demonstrates as an employer that equality of opportunity is integral to vacancy advertising, recruitment, retention, promotion, training and grievances.  | 30 |
| Demonstrates that services will be tailored and regularly reviewed to include understanding of the various service user needs, backgrounds, and their differing requirements. | 40 |
| Safeguarding Children | Please submit your Safeguarding Children Policy. Please provide an example of how you have applied this policy and describe the outcome. | N/A | The example demonstrates the policy is: Accurate and robust (meeting the requirements set out in Appendix 4 of the Instructions to Tenderers), Embedded throughout the organisation applied to all aspects of service deliveryUsed to inform learning and future practice | Pass/fail | 500 words excluding policies |
| Safeguarding Adults | Please submit your Safeguarding Adults Policy. Please provide an example of how you have applied this policy and describe the outcome. | N/A | The example demonstrates the policy is: Accurate and robust (meeting the requirements set out in Appendix 3 of the Instructions to Tenderers), Embedded throughout the organisation applied to all aspects of service deliveryUsed to inform learning and future practice | Pass/fail | 500 words excluding policies |

* 1. Scores will be awarded in accordance with the scoring matrix below. The relevant mark shown in the scoring matrix will be allocated where the bidders’ response complies with one or more of the bulleted descriptions.
	2. If the project evaluation team scores any sub-criteria of a bid as either 0 (unacceptable) or 1 (serious reservations), the council reserves the right to exclude that bidder from further consideration.
	3. Evaluators scores will take into account the response submitted for each specific question. They will not take into account the responses for other question or attachments unless otherwise specified.
	4. The sub-weighting and weightings will be applied to the scores allocated for each bidder. The scores for each bidder will be added together to produce an overall quality score. This will be the weighted quality score added to the weighted social value score.
	5. Bidders will need to meet a minimum overall quality score of 60% in order to be placed onto the framework. In addition, bidders must pass the safeguarding adults and children questions. A score of three is a pass. Bidders who fail will be given one opportunity to resubmit the response within one month.
	6. All percentages and weighted marks are rounded up (0.005/ 0.009) or down (0.001 / 0.004) to two decimal points.

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| **Scoring Matrix** |
| **Assessment** | **Scores 0-5** | **Reason to award this score based on evidence provided against the criteria included** |
| Unacceptable | 0 | * Does not meet the requirement;
* Does not comply and/or insufficient information provided to demonstrate that the tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response.
* Does not submit a reply to the question;

Scoring 0 for any question may result in your bid being deemed to be non-compliant and may be rejected. |
| Serious reservations | 1 | * Meets some of the requirement with major reservations;
* Considerable reservations of the Tenderer’s relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service, with little or no evidence to support the response.

Scoring 1 for any question may result in your bid being deemed to be non-compliant and may be rejected. |
| Minor reservations | 2 | * Satisfies the requirement with minor reservations;
* Some minor reservations of the Tenderer’s relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service with little or no evidence to support the response.
 |
| Satisfactory | 3 | * Satisfies the requirement;
* Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service with evidence to support the response
 |
| Good | 4 | * Satisfies the requirement with minor additional benefits;
* Good demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service;
* Response identifies factors that will offer potential added value, with evidence to support the response.
 |
| Excellent | 5 | * Satisfies the requirement with major additional benefits;
* Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service;
* Response identifies factors that will offer potential added value, with evidence to support the response
 |

* 1. For the equalities and diversity question the following scoring matrix will apply:

|  |
| --- |
| **Scoring Matrix** |
| **Assessment** | **Scores 0-5** | **Reason to award this score based on evidence provided against the criteria included** |
| Unacceptable | 0 | * Does not meet the requirement
* There is no reference to any aspect of the required evidence
* Does not comply and/or insufficient information provided to demonstrate that the tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response.
* Does not submit a reply to the question;

Scoring 0 for any question may result in your bid being deemed to be non-compliant and may be rejected. |
| Serious reservations | 1 | * Meets some of the requirement with major reservations;
* There is reference to at least one aspect of the required evidence
* Considerable reservations of the Tenderer’s relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service, with little or no evidence to support the response.

Scoring 1 for any question may result in your bid being deemed to be non-compliant and may be rejected. |
| Minor reservations | 2 | * Satisfies the requirement with minor reservations;
* There is reference to at least two aspects of the required evidence
* Some minor reservations of the Tenderer’s relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service with little or no evidence to support the response.
 |
| Satisfactory | 3 | * Satisfies the requirement;
* There is reference to at least three aspects of the required evidence
* Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service with evidence to support the response
 |
| Good | 4 | * Satisfies the requirement with minor additional benefits;
* There is reference to at least three aspects of the required evidence plus an additional example of relevant good practice
* Good demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service;
* Response identifies factors that will offer potential added value, with evidence to support the response.
 |
| Excellent | 5 | * Satisfies the requirement with major additional benefits;
* There is reference to at least three aspects of the required evidence plus more than one additional example of relevant good practice
* Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service;
* Response identifies factors that will offer potential added value, with evidence to support the response
 |

## Standard Selection Questionnaire

* 1. Guidance on the Standard Selection Questionnaire and the rules for exclusion grounds can be found in the table below as well as Appendix 2 to this document. These questions are embedded in Pro-Contract. Please complete them on-line, alternatively you can submit the completed Exclusion Grounds of the ([EU ESPD](https://ec.europa.eu/tools/espd)) (Part III) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.

Standard Selection Questionnaire evaluation guidance

| **Section** | **Specified Level / Status For Individual Bidders or Consortium** |
| --- | --- |
| Grounds for mandatory exclusion | Individual bidders and all individual members of a consortium must be able to confirm that none of the grounds for mandatory exclusion apply to them.Bidders will be excluded from the process if they answer “yes” and the self-cleaning does not satisfy the Council’s requirements. |
| Grounds for discretionary exclusion | Individual bidders and all individual members of a consortium must be able to confirm that none of the grounds for discretionary exclusion apply to them.Bidders maybe excluded from the process if they answer “yes” and the self-cleaning does not satisfy the Council’s requirements. |
| Economic & Financial Standing | The lead partner (in a lead partner consortium) or all individual members of a consortium (in a joint & several consortium) must not be an unacceptable risk to Bristol City Council as assessed using the Financial Evaluation Method detailed in Appendix 3. The Council reserves the right to only award spot contracts up to the limit advised safe to do so. The Council will also use this information to decide who is invited to tender for block contracts.  |
| Parent Company Guarantee/ Performance Bond | To pass this criterion the individual bidders or consortium must be willing to provide a UK Parent Company Guarantee (if applicable). The guarantee (if applicable) must be signed and provided by the successful tenderer within 4 weeks of Award. If a tenderer has answered NO, the tenderer must explain why. |
| General Data Protection Regulations | To pass this criterion the individual bidders, the lead partner (in a lead partner consortium) or all individual members of a consortium (in a joint and several consortium) must demonstrate protective measures appropriate to the nature and risk of processing. Your response should include, but should not be limited to facilities and measures:* to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
* to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
* to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
* to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
* to maintain records of personal data processing activities; and
* to regularly test, assess and evaluate the effectiveness of the above measures;
* Confirm registration with the ICO;
* to have in place a robust breach notification process;

To have processes in place to delete or return personal data as required by BCC. |
| Insurances | To pass this criterion the individual bidders or individual members of a consortium must be willing or have in place the following levels of insurances prior to the commencement of the contract. The applicant will be required to provide this information supported with evidence, within four weeks of contract award.The minimum level of cover required is not less than the following levels for each and every occurrence or incident: |
| Employers Liability | £10 million |
| Public Liability | £5 million |
| Blacklists | To pass this criterion the individual bidder or the legal entity that has expressed an interest in this tender must not be an unacceptable risk to the Bristol City Council. The Council regards the use of Blacklists in the recruitment and/or treatment of workers as grave misconduct in the course of business and as being a discretionary ground for exclusion under Regulation 57(8)(c) of the Public Contracts Regulations 2015.The Council reserves the right to exclude an individual bidder or the whole of the consortium (includes USA, Non-EU entities etc) from this procurement process, if an individual bidder or an individual member of a consortium has used ‘Blacklists’ and the Council is not satisfied that adequate self-cleaning has been carried out by the individual tenderer following: 1. an adverse finding by a court or tribunal or other public body exercising similar functions regarding the use of a Blacklist by or on behalf of the individual tenderer; and/or
2. an admission by the Tenderer of the use of a Blacklist by or on behalf of the Tenderer.

The Council expects self-cleaning by the individual tenderer to have involved the following four stages:1. Clarification of the relevant facts and circumstances to determine: what were the facts and circumstances of the wrong doing. When did the wrongdoing take place. Was there any subsequent wrongdoing.
2. Effective repair of the damage caused: What has your organisation done to repair the damage caused by the wrongdoing.
3. HR measures: Have any staffing/HR measures been put in place to prevent a recurrence.
4. Structural and organisational measures: What structural and organisational measures have been put in place to prevent a recurrence
 |
| Living Wage Foundation | Living Wage - link <http://www.livingwage.org.uk/>The Council has paid its own employees no less than the Foundation Living Wage since 1st October 2014. The payment of the recommended Living Wage Foundation rate supports Bristol City Council in meeting many of its social, economic and environmental objectives e.g. ensuring that wages in the City can sustain families and individuals. In accordance with the Council’s aspirations and objectives and its obligations under the Public Services (Social Value Act) 2012, we require our providers and suppliers to pay staff, employed to deliver our contracts, at least the Living Wage Foundation rate. If a provider or supplier is currently not paying the Living Wage they may consider either no longer using any pay spine below the Living Wage, top this up or apply a discretionary supplement to pay spines that fall below the Living Wage. The Council will annually review all Contracts in scope to ensure the Living Wage is being paid by our providers and suppliers.A recent Government Apprentice and Pay Survey found that one in five were being paid less than the legal minimum.If an employer fails to pay the minimum wage a complaint can be made to HM Revenue and Customs or an application made to an employment tribunal |

The Council reserves the right to ask for an update to any of these parts during the life of the Open Framework.

## Non Canvassing & Non Collusion Certification

* 1. The Council requires all bidders to sign and return the non-collusion agreement, the effect that they will not collude with other bidders in submitting bids, except where they are submitting a collaborative bid. Failure to supply satisfactory completed forms will be deemed an incomplete bid and the Council reserves the right to reject the tender.

# Appendix 1 - Guidance on the Standard Selection Questionnaire

## Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The Standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

## Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Standard Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

## Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Standard

Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## Mandatory Exclusion Grounds

**Public Contract Regulations 2015 R57(1), (2) and (3)**

**Public Contract Directives 2014/24/EU Article 57(1)**

**Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

* section 1 or 1A of the Criminal Law Act 1977 or
* article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

**Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

**Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

* the common law offence of cheating the Revenue;
* the common law offence of conspiracy to defraud;
* fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
* fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
* fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
* an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
* destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
* fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
* the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

**Terrorist offences or offences linked to terrorist activities**

Any offence:

* listed in section 41 of the Counter Terrorism Act 2008;
* listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
* under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

**Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

**Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

**Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

* HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
* a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
* a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

**Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

**Discretionary exclusions**

**Obligations in the field of environment, social and labour law.**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

* Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
* In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
* In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
* Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
* Where the organisation has been in breach of the National Minimum Wage Act 1998.

**Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

**Grave professional misconduct**

Guilty of grave professional misconduct

**Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

**Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

**Prior performance issues**

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

**Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

**Additional exclusion grounds**

**Breach of obligations relating to the payment of taxes or social security contributions.**

**ANNEX X Extract from Public Procurement Directive 2014/24/EU**

**LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —**

* ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
* ILO Convention 98 on the Right to Organise and Collective Bargaining;
* ILO Convention 29 on Forced Labour;
* ILO Convention 105 on the Abolition of Forced Labour;
* ILO Convention 138 on Minimum Age;
* ILO Convention 111 on Discrimination (Employment and Occupation);
* ILO Convention 100 on Equal Remuneration;
* ILO Convention 182 on Worst Forms of Child Labour;
* Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
* Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
* Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
* Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

**Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

* The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
* The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
* If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
* If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

# Appendix 2 – Financial Evaluation

The Financial Information provided will be used by the Authority to assess whether the bidders possess the necessary economic and financial capacity to perform the contract.

When undertaking the assessment the Authority looks at the bidders most recent financial statements along with those of any ultimate parent company (if appropriate). These would be checked for general audit issues and then analysed to give an indication of profitability, net worth, liquidity, capacity and general stability.

The Authority reserves the right to use a variety of indicators as it considers appropriate including those from credit agencies. The Authority will also consider any additional information submitted by the applicant should the applicant consider this necessary for the Authority to have a fuller understanding of its financial position. This may be appropriate, for example, to obtain a fuller understanding of an applicant’s financial structure or funding arrangements. The Authority would expect any such information to be verified by an independent source, for example, the applicant’s auditors. Furthermore the Authority may (but is under no obligation) request further information or explanation from a bidder.

Initially basic checks are made on a bidder’s name and any relevant registration details (e.g. registered number at Companies House). The Authority would check whether the bidder is trading or dormant and whether it has a parent company. The status of the financial statements is also determined to check whether information submitted is for the last accounting period.

When considering profitability the Authority looks at whether the organisation has made a profit or a loss in the year, which indicates the efficiency of the organisation. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.

The Authority would look at the bidder’s balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis. To do this the Authority looks at net assets and also at the net tangible worth (excluding intangible assets) of the organisation.

When looking at liquidity the Authority uses the current ratio and the acid test ratio. The current ratio is a measure of financial strength and addresses the question of whether the bidder has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets. Generally the Authority would expect a bidder to have a current ratio of at least 1:1.

Contract limit is the size of contract that is considered ‘safe’ to award to a bidder, based on a simple comparison of the estimated annual contract value to the annual turnover of the organisation. This gives an idea of financial strength to ensure that the bidder can cope financially with this size of contract. The Authority assesses the capacity issue of whether the bidder has the resources to carry out the work and also considers whether the bidder will become over-dependant on the contract in question. Generally the Authority would expect a bidder to have a turnover of 2 times the annual contract value. It is also acknowledged that the Authority may use its discretion in the application of the contract to turnover ratio.

The Authority would consider all of the above in relation to the bidder and that of any ultimate parent company and then a judgement would be made as to the risk that the organisation would represent to the Authority. If the Authority decides that the financial and economic standing of the bidder represents an unacceptable risk to the Authority then the bidder will be excluded from further consideration in this process.

# APPENDIX 3: Adults at Risk Safeguarding policy evidence required and mental Capacity Act & Deprivation of Liberty Guidance

|  |
| --- |
| **Adults at Risk Safeguarding Policy Evidence of:** |
| * Whistle Blowing policy that is shared with staff and service users
* Clear process for recording allegations of abuse
* Safeguarding concerns are made to the relevant agencies (e.g. Bristol City Council) in a timely way, appropriate to level of urgency and risk
* Safeguarding concerns contain all relevant information to ensure that any enquiry can be conducted comprehensively
* Dignity, choice and respect for the Service User
* Service Users are asked to consent to a concern being reported, where they have capacity to do. Reasons for overriding consent, e.g. that others may be at risk, must be explained to the Service User.
* Service Users are supported to be as involved as possible in the safeguarding process.
* Robust engagement with the safeguarding process e.g. written reports of safeguarding investigations
* Promotion of Service User choice and control at all times to avoid abusive and disrespectful practice.
* Evidence of the policy being embedded into the organisation e.g. staff group training and induction process.
 |
| **Adults at Risk Mental Capacity Act & Deprivation of Liberty Safeguards Policy Evidence of:** |
| * Assessment of capacity relating to making specific decisions is based on a functional test of capacity.
* Urgent Deprivation of Liberty authorisation is taken out, and at the same time an Application for Standard authorisation is made to the Supervisory body (the Local Authority) when the Service Provider (Managing Authority) believes that it is in the Service Users best interest to deprive them of their liberty.
* Decisions taken by staff on behalf of a Service User are demonstrably in the Service User’s best interests e.g. individuals past and present wishes and feelings, any belief and values which would have influenced their decision and the view of their support network and other professionals.
* A clear procedure is followed setting out the actions required of staff in relation to Service Users who do not have capacity to make decisions
* Where Mental Capacity Act assessments are in place for residents these are reviewed on at least a monthly basis.
* Evidence of the policies being embedded into the organisation e.g. staff group training and induction process.
 |

# APPENDIX 4 - Safeguarding Children and Young People Policy

In evaluation of the Safeguarding Children Policy the following evidence will be sought:

* Confirmation that the welfare of the child is paramount and everyone’s responsibility under Working Together to Safeguard Children HM Government 2015 and that all children without exception have the right to protection from abuse regardless of gender, ethnicity, disability, sexuality or beliefs;
* A description of what child abuse is, and the procedures for how to respond to it where there are concerns about a child’s safety or welfare or concerns about the actions of a trustee, staff member or volunteer. Relevant contact details for children’s services, police, and health and NSPCC helplines should be available.
* The policy must be approved and endorsed by the board of trustees and include a code of behaviour with clear consequences for any breaches including disciplinary and grievance procedure links;
* The policy should link with and follow procedures from the Local Safeguarding Children’s Board
* Specify who the policy applies to (i.e. all trustees, staff and volunteers);
* All children and parents are informed of the policy and procedures as appropriate;
* A named person (and deputy) with a clearly defined role and responsibilities in relation to child protection and safeguarding for Provider whose responsibilities include:
	+ Ensuring safeguarding policies and procedures are in place and understood by all staff and volunteers;
	+ Ensuring policies include the process for accurate, confidential recording, storing and sharing of information;
	+ Managing allegations of abuse against people who work with children, under Appendix 5 Safeguard Children and Young People;
	+ Maintaining a record of staff training and training plan in relation to child protection and safeguarding;
	+ Ensuring effective measures are in place for safe recruitment and their working relationships with outside agencies.
* All concerns, complaints and allegations of abuse against or by staff are noted by a named Senior Manager within the Provider who will report this to the appropriate Local Authority Designated Officer of the Bristol Safeguarding Children Board (see process on www.swcpp.org.uk). Provider will investigate the allegation, include professional organisations or formal investigation by the police if necessary and update the named Allegations Officer of the final outcome.
* Safe recruitment, selection and vetting procedures that include checks into the eligibility and the suitability of all trustees, staff and volunteers who have direct or indirect (e.g. helpline, email) contact with children. In the case of trustees, all should be DBS checked and references pursued if in contact with children.
* All staff, trustees and volunteers receive suitable training in child protection, as a minimum attending an update every 3 years; this could include electronic or self-learning as endorsed by the Bristol Safeguarding Children Board. Bristol City Council endorses multi-agency training offered by Bristol Safeguarding Children Board.
* Reference and compliance to principles, legislation and guidance that underpin the policy
* Regular policy and procedures review
* Reference to all associated policies and procedures which promote children’s safety and welfare e.g. with regards to: health and safety
* A process for recording incidents, concerns and referrals and storing these securely in compliance with relevant legislation and kept for a time specified by your insurance company
* A policy around ‘whistle blowing’ which enables employees to see the importance of the safety of the child over and above organisational concerns and if in doubt should always contact the Local Authority Child Protection Team
* Guidance on confidentiality and information sharing (which should be in line with the Children and Young People’s Partnership guidance on the sharing of information) should be legislation compliant and clearly state that the protection of the child is the most important consideration.
* A complaints procedure which is an open and well publicised way in which adults and children can voice concerns about unacceptable and/or abusive behaviour towards children.
* Systems to ensure that all staff and volunteers working with children are monitored and supervised and that they have opportunities to learn about child protection in accordance with their roles and responsibilities.
1. For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/551130/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf [↑](#footnote-ref-1)