

TfC Roundup of key procurement news for Health, Social Care and Voluntary Organisations

RoundUP – July 2010

We understand that one umbrella organisation is trying to find out what makes a successful tender by offering free tender writing services to its members and then using the results to prepare a guide. This project is fundamentally flawed on a number of grounds. Firstly all tender documents belong to and the copyright is held by the public sector purchaser. There is usually a clear statement that the documents may not be shared “except with professional advisers in the preparation of the tender”. One wonders how the project can therefore lawfully gain access to the tender material. But more importantly there is a failure to understand that tendering is a dynamic process which develops on an almost weekly basis. Purchasers react to new legislation and guidance, but more particularly to Court judgements in the European (ECJ) and UK Courts. It is understanding how these areas impact on the actions of purchasers at any particular time which informs a competitive and successful tender.

The items which comprise RoundUP are drawn from the TfC weekly e-journals upDATE and Staying Ahead during June 2010. For this issue we have waited for some procurement direction to emerge post the General Election. Our weekly e-journals are designed to help subscribers to understand the world of tendering and procurement as it develops. TfC has been telling its members, now totally more than 300, how to be awarded public sector contracts for more than four years. The result is a very high proportion of successful tenders prepared Members, 273 in 2009 alone with a total value of £135million. Details of where to find information about joining this very successful group of health, social care and voluntary sector providers can be found at the end of this issue of RoundUP.

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1) A couple of recent events contribute to the discussion on tender pricing. First, we have had the opportunity to undertake detailed discussions with Commissioning Officers, Supporting People Managers and Procurement officers. This provided a good opportunity to talk about aspects of tender pricing; Second over the past fortnight we have received more than 10 queries relating to tender feedback which states “your tender was too expensive”. Does this mean the actual price quoted was too high or is there something else to consider?

Very often organisations tell us “we were told in feedback that we lost on price”. But what



does this mean – the purchaser was not prepared to pay the price quoted or something else? Appraisal officers tell us that all too frequently tender method statements include items which they are not prepared to pay for. Some recent ones included:

- a consortium was formed and given a new name. The tender explained this describing the branding and publications produced by the new grouping – the purchaser enquired why this had been done, describing the time taken and other costs such as printing of stationery, even though design had been produced in-house as unnecessary. The contract was awarded to a single agency;
- a tender offered the purchaser a service user appraisal system which they had developed – the purchaser wanted to know why the Local Authority's system could not be used the contract was awarded to an organisation which had taken the trouble to find out what systems the purchaser used in service user appraisal;
- an organisation included attendance at local consultative fora in the tender in an attempt to demonstrate partnership working – the purchaser wanted to know why they were expected to pay for this? another organisation was awarded the contract.
- a contract delivery plan included the following matters after the start of the contractual period "embedding partnership delivery arrangements"; "develop necessary documentation"; "set up IT systems"; and " Develop working procedures and joint protocols", all legitimate in a grant funded project, but the purchaser will expect that systems will be in place and ready to go if not at the time of tendering, but certainly before the start of the contractual period. They will not pay for the development of systems and arrangements necessary to manage the contract, These should already be in place.

Procurement and Commissioning Officers have told us that they look very carefully at the activities set out in the tender. If an activity is not absolutely essential to the delivery of the contract, then it is excluded and the tender price is perceived as being too high, regardless of the actual sums involved. If the tenders includes something which the purchaser does not wish to buy, and is not actually specified then the response "price is too high" is a strong possibility.

We have discussed management fees with providers and purchasers. Some providers have told us that they calculate the actual cost and then multiply (or mark up) the figure up be a given percentage in order to reach a price. This "mark up" figure varies considerably between 10% and 25% .Others have told us that the management fee amount is added to a given proportion of the final price varying between 5% and 15%. One organisation enters all of the direct delivery costs into a computer programme which calculates the final price based on a formula known only to the Finance and IT departments. All of the above approaches are likely to cause problems in the coming months and years.

The majority of Procurement officers have made it very clear that they will no longer accept "global" management fees in tender pricing. The arbitrary 10% management fee is therefore generally not acceptable. Purchasers want to know exactly what they are paying for. So the basis for the apportionment of each element of the management "overhead" needs to be explained. One Procurement Officer said that she wanted to know why they were being expected to contribute towards premises costs, training, staff and salaries which had not been justified in the tender. What this requires therefore is a clear explanation in the tender as to

- what has been included and what has not;
- how the items included link to specific items in the specification and are essential for contract delivery;
- the bases for the apportionment of central management costs;
- what long term strategy is in place to reduce back-office costs.



Successful tender preparation therefore requires close working between finance departments and those planning the delivery of the contract.

2) The coalition government has created an “aggregation layer” in central government procurement that will gather buying data, negotiate better deals on higher volumes and mandate buying through these agreements. According to procurement professionals close to Whitehall, the new approach is likely to be applied first to “office solutions”. If successful, this method – mandating procurement through joint deals – could be rolled out across the whole public sector.

Once the buying data is collected, deals will be negotiated either by the Office of Government Commerce (OGC) or by a private sector third party. Unlike Buying Solutions - the OGC's commercial arm - which currently negotiates framework agreements for joint buying across government departments, those involved in running the aggregation layer – who are expected to include commercial directors from some central government departments – will have the power to force others to buy from the deals they make with suppliers. Lack of mandatory powers has been said to be one of the shortcomings of the OGC's deals because they cannot guarantee volume to suppliers. A spokesman for the Cabinet Office confirmed the existence of the aggregation layer. “It's early days, but the group is needed to drive forward [joint procurement] across Whitehall. The OGC will continue and will have an important role in this,” he said.

The Cabinet Office is joint chair of the government's new Efficiency and Reform Group (ERG), set up to help the government cut spending to reduce the £156 billion public deficit. It said in a statement that the group would have “the power to make sure departments work together to tackle waste and improve accountability across a range of areas, including ICT spend, procurement, advertising and marketing spend, and Civil Service expenses and recruitment”.

At least one regional and a number of County Voluntary Actions are pursuing the idea of consortium tendering on behalf of their members. This is an extremely high risk strategy in the context of competition law which could leave Trustees of the Voluntary Actions themselves as well as those of the organisations they are supporting with criminal convictions. Perhaps these groups are looking in the wrong direction. A much safer route would be to follow Government lead and set up buying consortia across Counties and even regions.

There is already evidence that those organisations which have a “Back Office Savings Strategy” in place are scoring highly when tendering. “Saving” is the key word for post election tenders. In addition to being high risk, consortia do not necessarily achieve cash savings. The scale has to be considerable before real savings are achieved. For example, NAVCA claims that its members support 160,000 voluntary organisations, ACEVO claims over 2,000 Chief Officer members. With potential sales volumes of this order, why not a national voluntary sector buying consortium? That could make a real difference to their members, both in terms of their ability to tender successfully and their ultimate survival.

3) Smarter purchasing of public services will be vital in the coming years of austerity. And no sector needs to do more to get smarter than does social care. For too long, local authority purchasers have relied on crude cost comparisons, or have simply followed historical patterns, and have lacked the most basic evidence of service quality or efficacy. Personal budgets have begun to expose the sector's weakness. Given choice and control, individual users have delivered often conclusive verdicts on services that purchasers had never thought to question. But relying on the aggregate effect



of hundreds of thousands of personal decisions cannot be the best way to plan the future provision of care and support for older and disabled people.

From June 2010, purchasers have a new and valuable tool at their disposal. It is, almost, a "social care Qaly" – the equivalent of the quality-adjusted life year measure used in healthcare to gauge the benefit of actions in terms of increased life expectancy and general wellbeing. The adult social care outcomes tool (Ascot) does not stretch quite so far, but it does make a first stab at systematic assessment of the relative value of services to the individual. This is important not least for the sector as a whole. Until now, it has struggled to demonstrate its worth and to quantify the return on government investment in it. When the Office for National Statistics published figures for productivity in adult social care, showing an average annual fall of 2.1% between 1996 and 2005, there was nothing to demonstrate the changes in care quality or complexity of needs over that period. Claims relating to the value of the service are frequently made in tenders, but until now there has been no real means of quantifying the value objectively.

The new Ascot measure starts to fill that gap. It has emerged from the continuing work on public service productivity, specifically from a three-year project researching outcomes for service users, funded by the Treasury at a cost of £2m. Other aspects of the project looked at early years education and the voluntary sector's contribution to public services delivery. Developed by the Personal Social Services Research Unit, the Ascot measures gauge the effect of a social care service on the individual's quality of life as measured by eight factors ranging from personal safety to dignity. The factors can then be weighted according to perceived importance. A survey of service users might well yield rather different weightings.

Road-tested in 170 care homes, the tool has produced an average quality of life finding of 0.57 on a scale from 0 to 1, meaning that care home life enhances wellbeing by 57%. While homes rated good or excellent by the Care Quality Commission did achieve better results, the attributed variation was marginal. Results from tests among 135 providers of day care services show an average score of 0.09, meaning that day care enhances wellbeing by 9%. Does this show that day care is a relatively poor investment? No. These results need to be married with cost data before any such conclusions can be reached. A 57% wellbeing gain for one individual at a price of perhaps £400 a week may not be as cost-effective as a 9% gain for four or more people at a price of less than £100 each. On the other hand, the individual in the care home may be very frail indeed. Such are the dilemmas that purchasers must wrestle with in the difficult days ahead.

It could be very useful to quote the Ascot measure of a service when tendering, and especially so for those organisations who are not registered with the CQC and struggle to quote a service quality standard which is meaningful to the purchasers.

4) TfC has produced a guide for its Members to s.43 of the Freedom of Information Act. This was in response to an increasing number of problems which surround the interpretation of trade secret and confidentiality exemptions in tenders. It was therefore encouraging to see the courts giving support to transparency under the Act. The case was *DoH v Information Commissioner*

Facts

A FOIA request was made, seeking the disclosure of a contract between the Department of Health ("DoH") and Methods Consulting Limited ("M") to set up and then maintain an 'e-recruitment' website for the NHS. The DoH refused to disclose the contract and attempted to rely on, amongst other things, the fact that the contract contained a confidentiality clause and a considerable amount of commercially sensitive information. But the applicant making the



request argued that confidentiality clauses should not be used to provide such a blanket exemption also that the introduction of 'e-recruitment' by the NHS would have a huge effect on health sector workers in the UK. Over 70% of all health sector workers are employed by the NHS. Thus, it was argued, there is a strong public interest in the disclosure of the contract. The court agreed that the contract should be disclosed. This case illustrates that, under the Freedom of Information Act, the public (including rival bidders of course) may be entitled to any information held by the relevant Authority, unless one of the specific grounds for exemption provided within the FOIA apply. Therefore, it should be assumed that most public contracts cannot be withheld in their entirety simply by relying on a Freedom of Information Act exemption. What is important in making a claim for the disclosure on information under FOIA is setting out the request against the public interest exemptions included in section 43 of the Act.

5) The issue of what types of document should be made available by public sector bodies to the claimant in public procurement disputes arose in the Technology and Construction Court in April 2010 in the case of *Croft House Care Limited and Ors v Durham County Council*.

In court proceedings the parties are typically obliged to make available all documents that are relevant to the case. In cases concerning public procurement, such documents can be especially sensitive, particularly where tenders may need to be re-run as a result of the claimant's challenge. Whilst the decision is linked to the specific facts of the case, some clarity on what the courts (and therefore the parties) may expect is welcome in this fast-developing area of law.

Here the local authority argued that certain types of document were sensitive and if disclosed would compromise their legitimate commercial and public interests and create potential difficulties for them in re-running the tender process, with other documents being confidential to the other tendering parties. **The court held that these were not valid grounds to allow the authority to prevent the claimants from inspecting the documents.** Certain safeguards were however put in place such that those documents could be redacted to preserve some confidentiality; could only be read in the solicitors' office; could not be copied; and notes could not even be taken during the inspection.

The court is likely to have to provide such specific direction in future cases, but it is worth bearing in mind that as a last resort, if sensitive documents ultimately do have to be disclosed, conditions to their release can be obtained which provide greater protection to the public body than might otherwise be thought to be the case.

<http://www.bailii.org/ew/cases/EWHC/TCC/2010/909.html>

6) In the recent case of Chief Constable of *South Yorkshire Police v Jelic*, the Employment Appeals Tribunal (EAT) held that a reasonable adjustment for the purposes of the Disability Discrimination Act can include swapping the job of a disabled employee with that of another employee.

PC Jelic was diagnosed with chronic anxiety syndrome and was moved to a non-confrontational role, which did not involve any face-to-face contact with members of the public (something which was said to have exacerbated his condition). This role later evolved to require contact with the public, and he was no longer considered suitable for it. Without warning, he was asked to attend a meeting to discuss his "medical retirement" which subsequently led to the decision by the Chief Constable to retire PC Jelic with an ill health pension. PC Jelic raised claims for disability related discrimination and discrimination by reason of a failure to make reasonable adjustments. The EAT held that in the particular circumstances a reasonable adjustment would have been to "swap" PC Jelic's role with that of another employee engaged in a non-public facing role.



Impact on employers

- Previous case law has shown that the creation of a new post or the promotion without interview of a disabled employee may be a reasonable adjustment. However, this decision on its face appears to extend the obligation on an employer even further than this, to include consideration of occupied posts as well as vacant posts within the same organisation.
- However the EAT did make it clear that whether an employer would be required to consider swapping jobs with another employee will depend upon the individual circumstances and that, in some cases, it may be a step too far. For example, it may well not be a reasonable adjustment to require a woman working flexible hours due to childcare responsibilities to swap her job with that of a disabled person working longer hours. Equally, it may not be reasonable to force someone out of a job for which they are well suited and in to one that they are not, in order to accommodate a disabled employee.
- In each case, the benefits to the disabled employee will have to be weighted against the disadvantage to another. As outlined in the Disability Rights Commission's [Code of Practice](#), the effect on other employees is a relevant consideration in determining whether any adjustment is reasonable in the circumstances.
- The EAT, in reaching its decision, placed a great deal of weight on the type of organisation involved. Given the special, disciplined nature of the police service, the PC being moved from his role would have been obliged to simply accept this as police officers are under a duty to obey lawful orders.
- The EAT criticised the employer's total failure to consult with PC Jelic over adjustments that might be made and employers are reminded that, whilst there are no legal obligations to consult over reasonable adjustments, a failure to do so may jeopardise their legal position. It will not be possible to defend a claim on the basis of a lack of knowledge about a potential adjustment which would have become apparent had consultation taken place.

7) When you tender for a public contract, what can you do if the rules have been breached? Who is able to bring a challenge and when? What remedies are available? The following provides a short overview of public procurement challenges and the remedies which may be available. It is sometimes claimed that these rules do not apply to the procurement of Part B services. This is not strictly true. If the tender has been advertised in the OJEU, then all of the Public Contracts regulations apply, including the Remedies Directive. This is important as there is an increasing trend for purchasers to advertise through this route.

On 20 December 2009, the Public Contracts (Amendment) Regulations 2009 (the 2009 Regulations) came into force. These rules extend the available remedies for procurements commenced after 20 December 2009 and aim to provide a more effective means of redress to economic operators who suffer from breaches of the procurement rules set out in the Public Contracts Regulations 2006 (the 2006 Regulations).

Who can bring a challenge?

A challenge can be brought by an economic operator who suffers, or risks suffering, loss or damage as result of a breach of the procurement rules. This might include unsuccessful tenderers and those who would have liked the opportunity to bid for a contract but have not been able to because of a breach by the contracting authority.

What remedies are available?

Pre contract

Before a contract has been entered into, under the 2006 Regulations, potential claimants could seek an order for decisions taken unlawfully to be set aside, an order for the



contracting authority to amend documents, damages or an interim injunction to prevent the award of the contract. Interim injunctions are costly. Cross undertakings as to damages were often required and potential claimants may not have 'passed' the required legal test (for example if damages were considered by the court to be an adequate remedy). These factors acted as a deterrent to potential claimants under the 2006 Regulations.

Under the 2009 Regulations, where proceedings are brought (issued and served), the award of the contract is automatically suspended (the suspension rule) – the contracting authority may not enter into the contract unless the court removes the suspension or the proceedings are concluded. This 'automatic injunction' may reduce some of the barriers for would-be claimants. The cost and burden of the interim application will now lie with the contracting authority (in seeking to remove the suspension). However, the court may still require a cross undertaking from the claimant and the courts will be applying the same test in removing the suspension as they would have in granting the injunction under the 'old' rules.

Post contract

After the contract had been entered into, under the 2006 Regulations, the only available remedy was damages. While damages are still available, the 2009 Regulations also introduce the new remedy of 'prospective ineffectiveness' and the possibility of civil financial penalties and contract shortening in certain circumstances. If the court declares a contract "prospectively ineffective", this means that all obligations that have not yet been performed under the contract are not to be performed. Effectively, the contract will be set aside from the date of the declaration. The court also has the power to deal with consequential matters arising. For example, the court may deal with issues of restitution and compensation between the parties to the contract. Prospective ineffectiveness is only available if certain grounds are met (subject to specific derogations). There are three grounds available:

- The unlawful award of a contract without prior publication of an OJEU Notice (a notice published in the Official Journal of the European Union (the gazette of record for the European Union)) where one was required (illegal direct award)
- Award of a contract without complying with the standstill or suspension rules (which has deprived the operator of the chance of starting proceedings) together with a breach of the procurement rules which has affected the chances of the claimant obtaining the contract
- Where the standstill period (i.e. the period between the contract award decision and the entering into of the contract) was not used for placing above threshold call-off contracts under a framework or dynamic purchasing system and the call-off rules have been breached.

When must a claim be brought?

Proceedings (except for prospective ineffectiveness) must be brought within three months from the date when the grounds for the challenge first arose, that is when the claimant knew, or ought to have known, of the breach. For prospective ineffectiveness, proceedings must be commenced:

- when the contract was awarded without the prior publication of an OJEU Notice and a contract award notice has been published setting out the justification for the award without such prior publication, 30 days from the day after the date of the contract award notice; or
- where a claimant has been informed by the contracting authority of the contract's conclusion and has been given a summary of the relevant reasons, 30 days after the date that they were so informed; or
- six months from the day after the date the contract was entered into.



So what is the potential impact of the 2009 Regulations?

The 2009 Regulations, and the new remedies they bring, may mean that there is an increase in public procurement litigation. Contractors may be more interested in ensuring that the rules are complied with, since, if a challenge is successful and the rules have been breached, there is a risk that the contract will be declared ineffective. As a result, economic operators may seek indemnities with contracting authorities to address these concerns. Parties may seek to agree, by means of a collateral contract or in the contract itself, provisions to deal with a declaration of ineffectiveness should one be made (such as the winding down of contracts or pro rata payments for work already undertaken).

8) The Handy Guide to Tendering and Procurement was published by TfC in May 2009. Since that time this booklet has been downloaded from our website more than 3,000 times.

The Charity Law specialist, SANDY ADIRONDACK, describes The Handy Guide as “*one of the clearest publications I have seen about the law on public sector procurement and on bidding for contracts — including the all-too-often ignored possibility that collaborative or consortium bidding could be in breach of competition law. 14 pages, big print, easy to read and highly recommended.*”

Download free from

<http://www.tenderingforcare.com/news/the-handy-guide-to-tendering-and-procurement>

9) Contractual terms apply to both parties to a contract. We have received reports from a number of sources that some purchasers are terminating contracts early in order to save money or tender for better terms. This is a subject of major concern. A contract, any contract, is simply a promise by two or more parties to do something which is enforceable in law. The first question must be is the agreement a contract? If the agreement is to do something for a consideration – payment – then it is likely that a contract exists. A contract does not need to be written, and may have a set of terms attached. Failure to comply with **any** of the terms is called "breach of contract" and potentially actionable in the Courts.

In dealing with a written contract the first point of reference, for us the first item to look at in any contract is the termination clause. Whilst we all want to know what the contract is to do, it is essential to know under what circumstances can either party terminate the contract. In some of the cases we have come across the termination was apparently random, or in order to enable the purchaser to save money. Further questioning identified failure to comply with the contractual requirements. One provider told us that the purchaser said that they had failed to deliver the stated outputs. On further questioning they agreed that this was correct "but only because the purchaser did not refer enough service users to us and said that it would be alright". It is not acceptable to allow a situation of this kind to continue. If the reason for not meeting any contractual term is the action of the purchaser, then a variation to the contract should be sought as soon as the problem is identified. This implies that effective management systems are in place to ensure contractual compliance.

In a situation where it appears that a purchaser intends to terminate a contract, the first action must be to check compliance with every contractual term. If there is reason for doubt in any area, then this should be noted. The second step is to obtain suitable legal or other professional advice.

Early termination of any contract should be avoided at all costs. Whilst termination based on a failure in compliance by the provider may be unavoidable, termination on the basis of any failure by the purchaser should be fought, in the courts if necessary.



This is a life or death situation and no argument that the provider did not wish to upset the purchaser is valid. Commissioners have raised the point that for them, there can be problems as they can be locked into contracts and/or frameworks where the price is fixed and there is no way out of the situation. Whilst early termination might be an attractive option, the legal ramifications can be extensive.

The reason for avoiding or even fighting contract termination of any kind rests within the tendering process itself. It is very unusual for a tender not to include the requirement for the tenderer to declare whether or not a past contract has been terminated. Once again this question tends not to be time limited, and early termination may be by either party. It is important to note that almost always a declaration that this has occurred will lead to immediate exclusion from the process.

Health and social care provision now sits within the world of the commercial contract. Upsetting the purchaser should never be a consideration. A number of TfC members have been helped to demonstrate that it is possible to challenge in ways which do not get to court action, but by making a legal case, clearly and professionally can achieve the required results.

It is also important to note that the purchasers can often welcome tenderers pointing out where failures have occurred. This has the possibility of avoiding full legal challenges by others. It is now standard practice for public sector purchasers to retain barristers and to seek their opinion during the procurement process. This can be a lot cheaper for them than the costs of defending an action in court. These people work on the basis of strict legal principle, they may like or hate the organisation raising questions, this is not a relevant issue. It is the legality of the process which over rides all else.

10) With effect from 25 March 2010, all Government departments, agencies, non-departmental public bodies (and other bodies over which they have direct control) are required to include in new contracts a requirement on contractors to pay their sub-contractors within 30 days.

The Office of Government Commerce (OGC) has issued a policy note that outlines the background to this development and suggests suitable wording that can be inserted by contracting authorities into new contracts in order to satisfy the new requirement. Thankfully this requirement does not have retrospective effect. However, contracting authorities are encouraged, where feasible, to seek contractors' voluntary agreement to paying within 30 days.

In addition, the OGC policy note also outlines the requirements of the new three-tier reporting system to be implemented by contracting authorities as evidence of compliance with the new payment provisions. The practical effect is that any new commercial contract permitting sub-contracting must include the expedited payment provision. Further, contracting authorities should put in place internal arrangements to comply with the corresponding monitoring requirements. A complete copy of the OGC policy note http://www.ogc.gov.uk/procurement_policy_notes_2010_procurement_policy_notes.asp

11) In May 2009 the Chief Executive of NAVCA attacked the Director of TfC personally in the Third Sector press. This attack remains on the NAVCA website. The claim was that in saying that tenders would achieve the better score by having ISO 9001:2000 certification than they would if they held any other quality standard, TfC were sending out "wrong messages". Subsequently the Chairman of NAVCA apologised to TfC as the original claim was clearly incorrect, but the Chief Executive has never apologised



privately or publicly for the misleading outburst. It now seems that the increasing adoption of the “Gateway process” in tender appraisal demonstrates very clearly how sound the advice provided by TfC has been with regard to quality standards, and how misleading was the 2009 advice from NAVCA.

Purchasers are facing a growing problem in their need to make back office savings. This is set against the increasing number of tenders received. Where numbers of tenders submitted in the low forties were common, this has now increased to an average level in the sixties, with some exercises attracting 100 or more tenders. Tender appraisal is a costly process, so purchasers have been forced to take some action at an early stage in order to “winnow out” as many tenders as they can. The “Gateway Questions” have been in use for health and social care contracts some time, principally in the North West region. This approach is now becoming more general and explicit.

Recent tenders have given instructions which include:

“If your answer is ‘no’ to any of the following please do not proceed and do not submit a tender”

Typical Gateway Questions:

- Is your organisation Registered with the Care Quality Commission
- Is your registration at least at level 3, if not can you guarantee that you will be assessed as having reached level 3 within one year of the commencement of the contract?
- Do you hold ISO 9001:2008, if not can you guarantee that you will be certified to this standards before the contract start date?
- If credit checked, would your organisation receive at least a “fair” rating? (creditsafe 60+)?
- If you are applying as a Lead Organisation and are planning to Sub Contract over 10% of the proposed services, have you carried out checks to ensure that your contractor can provide the service to an adequate standard?
- We have provided a list of Core policies. Can you confirm that all of these policies and the associated procedures have been approved by your Board and are in place now?
- Can you provide a performance bond of at least 40% of the total contract value?
- Do you have an Environmental Management System in Place? Do you hold ISO 14001 certification or are you working towards achieving certification within 12 months of the contract start date?
- Are you registered with CHAS and do you hold or are working towards ISO 18001?
- Do you have a Business Continuity Plan in place which meets BS25999 standards?
- One tender even asked as a Gateway Question – Does your organisation have a turnover of over 10 million pounds per annum? thereby excluding tenders from organisations with a lower level of turnover.

As TfC predicted early in 2009, external certification in a wide range of areas is now a standard requirement for successful tendering. For further information on the ISO 9001 certification read the TfC “ISO 9001:2008 – Facts and Fallacies” which can be downloaded from <http://www.tenderingforcare.com/news/iso-9001-2008-facts-and-fallacies>

12) Following a sell out series of open courses this summer, and in response to rising demand TfC is offering an Autumn series of two courses at different dates in London and Birmingham. For details of:

“How to Tender for health and Social Care Contracts” and

“Preparing Effective Tenders – practical aspects for writing winning tenders”

please go to <http://www.tenderingforcare.com/tfc-open-courses-in-tendering>



13) With 11 graduates and a further 66 people either completing or following the course, Tfc's Tendering and Procurement Practice course (TaPP) is proving to be a valuable qualification for those who prepare tenders, and the organisations who employ them.

In addition to students achieving Open College Network (OCN) Level 3 certification with 6 credits (A level equivalent standard), the course results in a full review of the employing organisation on the basis of due diligence and capacity and capability to tender successfully. A number of organisations are already benefiting from this outcome from the course, and improving their tendering success rates as a result.

The courses due to start in the Autumn are filling rapidly. Full details can be found on the course website at <http://www.tappocn.org.uk/>

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One member said: *"The benefits which we get from TfC Membership are out of all proportion to the money which we pay"*

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