Dulwich Hamlet

Educational Trust

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**INVITATION TO TENDER FOR**

**THE MANAGEMENT AND SUPPLY OF**

**CATERING SERVICES**

**MAY 2019**

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**Section 1: Instructions and Information on Tendering Procedures**

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format specified. Please contact Joanne Pink at jpink1.210@lgflmail.org or on020 8353 4290 if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are **not** allowed.

1. **Contract period**

The contract is to commence on 1 August 2019 and will be established for an initial period of 1 year. Any subsequent extension to the contract will be agreed between the Trust and the Contractor. For any extension(s) to the contract, discussions with the service provider shall be conducted sufficiently far in advance of the contract expiry date to arrive at an agreed position.

1. **Clarifications**
2. All requests for clarification should be submitted as soon as possible by email (using the subject line DHET Catering Tender 2019 Question) to:

Primary contact: Joanne Pink, School Project Lead jpink1.210@lgflmail.org

Secondary contact: Suresh Shan, School Business Manager sshan7.210@lgflmail.org

1. A log of all clarifications raised will be maintained. If the tenderer expresses that the clarification is confidential and the Trust agrees that it is then the response will be sent only to the tenderer raising the question.
2. The Trust will circulate to all parties who submitted a clarification, and to any party who requests it, a complete list of clarifications submitted by (up to and including) 12 noon on Monday 3 June. Clarifications received after this date may not be answered.
3. **Site visit**

In order to assist you in preparing your tender site visits can be arranged in the week commencing Monday 3 June. Please email j.pink1.210@lgflmail.org to arrange a suitable date.

1. **Returning Tenders**

Tenders should be sent via email to jpink1.210@lgflmail.org using the subject heading ‘DHET Catering Tender 2019 Response – commercial in confidence’. The Trust will send a confirmation of receipt of bid email. **Tenders must be delivered by 12 noon on Thursday 13 June 2019.** Late submissions will not be considered.

1. **Cancellation of tender process**

The Trust reserves the right to cancel the tender process at any point. The Trust is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this contract.

1. **Format of Tenders**
2. Tenderers must provide responses using the Tender Response form (Appendix D), using the given section numbering and providing relevant and concise answers reflecting the objectives detailed in Sections 3 to 5. Responses to each point should be clearly separated from the next in your submission.
3. Tenderers must complete the Summary of Costs of Contract and Non-food Costs Projection (Appendices B and C) to provide all of the obligations under the contract. No claim for additional payment will be considered for items that have not been specified.
4. All prices shall be stated in pounds sterling and exclusive of VAT.
5. Tenderers must complete and return the Bona Fide Tender, Form of Tender and Conflicts of Interest Declaration (Appendices E to G)
6. **Incomplete Tender**

Tenders may be rejected if the information requested in the Tender Response is not given at the time of tendering.

1. **Receipt of Tenders**

Tenders will be received up to the time and date stated. Those received before the due date will be retained unread until then. It is the responsibility of the tenderer to ensure that their tender is provided no later than the appointed time.

1. **Acceptance of Tenders**

By issuing this invitation the Trust is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

1. **Presentations**

The top 3 scoring tenderers will be invited to present to the evaluation panel on Thursday 20 June.

1. **Inducements**

Offering an inducement of any kind in relation to obtaining this or any other contract with the Trust will disqualify your tender from being considered and may constitute a criminal offence.

1. **Confidentiality of Tenders**

Please note the following requirements, you must not:

1. Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
2. Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
3. Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Failure to comply with these conditions may disqualify your tender.

1. **Costs and Expenses**

You will not be entitled to claim from the Trust any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

1. **Debriefing**

Tenderers whom it is proposed will not be offered the contract will be advised of this via email and will be entitled to receive feedback on their tender submission compared with that of the accepted tender.

1. **Evaluation of Tenders**
2. The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economically advantageous tender.
3. During the evaluation period, the Trust reserves the right to seek clarification from any or all of the tenderers, to assist in its consideration of their tenders.
4. Tenderers’ capability to perform the contract will be evaluated and weighted as below:

Cost (Value for Money) 30%

Food Quality 30%

Staffing 20%

Presentation 10%

Account Management 10%

Responses to each criteria will be scored on the basis of the below table, by consensus panel scoring. The score is then multiplied by the weighting given to each section.

|  |  |  |
| --- | --- | --- |
| **Assessment of Response**  | **Summary** | **Score** |
| Excellent | Exceeds expectations / demonstrates clear understanding of requirements and expands on the response sought | 4 |
| Good | Meets expectations / demonstrates understanding of requirements and some thought in framing a response | 3 |
| Satisfactory | Meets some expectations / standardised response / no attempt to customise / minor reservations | 2 |
| Unsatisfactory | Does not meet expectations / response is weak and does not fully address requirements / serious reservations | 1 |
| No Response |  | 0 |

1. Dependent on the number of contractors bidding for the Contract the Trust will decide whether it asks all tenderers to make a formal presentation or if provisional scoring is issued to tenderers.
2. Should the Trust implement provisional scoring all tenderers will receive their applicable scoring and the anonymised scoring of all other bidding tenderers. Contractors are then invited to withdraw from the process should they believe their bid is not competitive.
3. The highest scoring tenders will be shortlisted for a presentation to further clarify their offer. The Trust may choose to request to visit a school where the tenderer is currently providing a service.
4. **Freedom of Information**

The Trust is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Trust may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by the Trust should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

1. **Tender Period**

Due to the intensive evaluation process, the Trust requires tenders to remain valid for a period of 90 days from submission.

1. **Basis of the Contract**

The Service Specification, Contractor Responsibilities and TUPE information together with any special requirements, will form the basis of the contract between the successful tenderer and the Trust. The successful tenderer will be required to enter into a contract with the Trust under terms and conditions agreed by the Trust.

1. **Conclusions**

Whilst every endeavour has been made to give tenderers an accurate description of the Trust's requirements, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

**Section 2: Timetable**

This timetable is provisional and may be subject to change, but will be adhered to by the school as far as reasonably possible.

|  |  |
| --- | --- |
| Stage / Activity | Indicative Date |
| Invitation to Tender issued | 24 May 2019 |
| Closing date for submission of clarifications – by 12 noon | 3 June 2019 |
| Site visits – by appointment | 3-7 June 2019 |
| Closing date for submission of tenders – by 12 noon | 13 June 2019 |
| Preliminary evaluation of tenders – contractors notified of outcome; top scoring contractors invited to presentation | 13-14 June 2019 |
| Presentations | 20 June 2019 |
| Preferred bidder informed  | 21 June 2019 |
| Standstill | To 1 July 2019 |
| Contract award | 2 July 2019 |
| Contract start date | 1 August 2019 |

**Section 3: Service Specification**

1. **Background**

Dulwich Hamlet Educational Trust is a small south London MAT (Multi Academy Trust). The Trust currently runs two schools in the borough of Southwark: Dulwich Hamlet Junior School in Dulwich Village London SE21 and The Belham Primary School in Peckham Rye London SE15.

Dulwich Hamlet is a three-form entry community junior school taking pupils from Year 3 to Year 6. There are 360 pupils on roll and 63 members of staff.

The Belham is a two-form entry community primary school opened in September 2015. It will reach full capacity in September 2020 with 14 classes and 420 pupils in total. For the academic year 2019-20 the school will have 12 classes from Reception to Year 5, and approximately 348 pupils on roll (our current Year 4 is undersubscribed, with 48 pupils compared to 60 in all other year groups). There will be approximately 65 members of staff.

Catering services are currently provided by Chartwells, with the contract due to expire 31/07/2019.

1. **Purpose**

The aim of this tender is to secure value for money services in terms of cost and improvements in menu design, produce supply chain, portion sizing, staffing levels and management oversight procedures. High quality, nutritious and attractive meals are of great importance as is supporting local food suppliers and reducing waste.

1. **Overview**

This contract is for the management and provision of a catering service for Dulwich Hamlet Junior School and the Belham Primary School. The contract will operate for 190 days during term time (no catering on Inset Days). The price per meal is to be fixed for 1 year.

1. **Facilities and resources**

Both schools have large, well-equipped kitchens with adequate storage, preparation and cooking facilities, and a small office area. All equipment is the property of the Trust. Both kitchens have hatches which serve out onto multi-use school halls.

Catering staff assist school premises staff with putting out and clearing away tables and seating before and after service.

At Dulwich Hamlet children have a tray and meals are served onto melamine plates and dessert bowls.

At the Belham Primary children have a tray and meals are served onto airline-style trays; we would like to change this so that meals are served onto melamine plates and dessert bowls.

There is a chilled salad bar and dessert station available to pupils at both schools, supervised by school staff.

The Belham Primary has a mixture of static tables and bench seating, and moveable tables and chairs that are stored outside service times. The school wishes to upgrade the moveable furniture to create an enhanced dining experience for pupils. This would be at the Contractor’s cost and furniture would remain the property of the Contractor.

1. **Payment for school meals**

The London Borough of Southwark subsidises school meals at every primary school in the borough as part of its free healthy school meals scheme, therefore none of the pupils at the Trust’s schools pay for school lunches. The take-up of school meals at the Belham Primary is almost 100%. The take-up of school meals at Dulwich Hamlet is 96%.

There is a charge to staff for school meals. Staff take-up is approximately 5 meals per day at each school. Both schools provide meals at no cost to teaching staff on duty in the dining hall. This should be at the Contractor’s cost, is effectively one or two meals per day and is restricted to senior members of the staff body.

1. **Service delivery**

It is vital to the smooth running of the schools and the viability of the Contract that service is completed within the prescribed lunch periods. Lunch is currently served in staggered sittings between 12.15pm and 1.15pm at Dulwich Hamlet and 11.40am and 1.00pm at the Belham Primary. From September 2019 the Belham Primary will extend lunch service to a total of 1.5 hours; either 11.45am to 1.15pm or 11.30am to 1.00pm, timing tbc. It is important that all pupils have a full range of food choices and appropriate portion sizes regardless of the timing of their lunch sitting.

The Contractor must ensure that the service commences on time and that all service points are open and adequately manned throughout the service period or for as long as is required to ensure a fast and efficient service of meals to pupils. The Contractor will be required to ensure that adequate staff are available each day.

There may be occasion to vary the service times and this will be agreed with the Contractor in advance. Any planned permanent changes in service times will be discussed and agreed with the Contractor at least one term in advance. The Trust requires the Contractor to be responsive and flexible to any changes in the structure of the day as may be needed.

The Belham Primary runs pupil breakfast and after school clubs and utilises the school kitchen to provide meals for these services before 8.30am and from 3.30pm. Catering for these services is not included in this Contract.

1. **School trips**

Any changes in the number of pupil meals due to school trips will be communicated to the Contractor in advance. Pupils in receipt of ‘Pupil Premium’ should be offered a packed lunch on trip days, to be provided by the Contractor at the same cost as the fixed price per meal. The number of packed lunches required will be provided to the Contractor in advance.

1. **Hospitality Catering**

The Trust may on occasion require the Contractor to provide hospitality services to governor meetings, training events etc. Additional sums will be agreed in advance.

1. **Hire of Premises**

The Belham Primary shall consider generating additional income by hiring out the catering facilities outside school hours. This would require a member of the catering team to be present throughout at cost to the school. At present Dulwich Hamlet does not hire out school premises but may wish to do so in future.

On occasion the Parent Teacher Associations of either school may have access to the school kitchens and equipment to prepare and serve food for school events. In such instances, if deemed necessary, a member of the catering team would be present throughout at cost to the school.

1. **Menus**

Menus shall be presented, revisions made, and agreed prior to implementation. Requirements may differ slightly between the two schools and both Heads of School shall be consulted. The following must be considered when menu planning:

1. Focus is to be given to healthy and nutritional dishes
2. The nutritional balance of the menu must be evidenced
3. Portion sizes consistent and age appropriate as detailed in the government’s School Food Standards
4. A good variety of textures, flavours and colours
5. Vegetarian options shall be available every day
6. Dietary restrictions must be catered for
7. A salad bar with a good variety of salads shall be available each day
8. Jacket potatoes and sandwiches should be available each day
9. Desserts with a high sugar and/or fat content shall be kept to a minimum
10. Seasonality
11. Fresh food in preference to frozen, dried or tinned
12. Freshly prepared food in preference to ready-made
13. The use of fresh fruit and vegetables as often as possible
14. Bread should be freshly baked on site
15. The use of ethically-produced foods such as Fairtrade and free-range
16. UK farmed produce wherever possible
17. Local produce wherever possible, ensuring best value for money
18. Nuts, pork and halal meat are excluded from all school menus
19. The Trust’s desire to eliminate excessive packaging including single-use plastics

Any seasonal or other changes to menus must be provided in advance for the Trust’s approval and for circulation.

1. **Food purchasing policy**

The Contractor shall ensure that food provenance, environmental standards, sustainability, quality and safety should be considered with all buying decisions. A list of the suppliers used should be provided to the Trust. The Trust is keen that the Contractor sources local produce wherever possible and cost efficient to do so.

1. **Pupil, staff and parental engagement**

The Contractor shall be willing to both participate in and initiate engagement with pupils, parents and staff to introduce new menus and encourage healthy choices. Consideration should be given to the difference in the age range of pupils at primary and junior, and engagement aimed appropriately.

**Section 4. Contractor responsibilities**

1. **Equipment**

Contractors should familiarise themselves with the equipment during their site visit and advise in their tender documents any matters which would prevent them providing a catering service

Prior to the commencement of the Contract an inventory of all equipment will be taken and agreed by the Trust and the Contractor. The Trust is responsible for servicing and maintenance. The Contractor will be liable for the cost of breakdowns if arising from inappropriate use.

The Contractor shall be responsible for:

1. Taking reasonable care of all equipment in accordance with manufacturer’s instructions
2. Reporting breakdowns directly to the school
3. Providing a rolling replacement plan for the equipment – establishing the age of each piece, lifespan and replacement cost
4. **Cleaning**

The Contractor shall be responsible for all cleaning in the kitchen, stores and associated areas, including all equipment on a scheduled basis, in compliance with Environmental Health Regulations for standards of cleanliness. The Contractor shall share the cleaning schedule with each school for monitoring purposes.

The Contractor shall be responsible for cleaning the dining area at the end of service, including wiping furniture and sweeping and mopping floors.

The Trust shall be responsible for annual deep cleaning of the kitchen and extraction system which shall take place during the school holidays.

1. **Rubbish disposal**

The Contractor shall be responsible for ensuring that all kitchen and dining room refuse is regularly removed from the catering area, packed in black plastic sacks and moved to the schools’ refuse and recycling bins where appropriate. All kitchen refuse must be recycled wherever reasonably practical.

1. **Disposal of oil**

The Contractor must not discharge any oil or grease into the drains. If the drains become blocked or in need of cleaning due to the Contractor’s actions the Contractor will be responsible for rectifying the problem at their own cost.

1. **First Aid**

The Contractor must provide and maintain suitable first aid equipment for minor injuries and ensure that at least one member of staff holds a valid first aid certificate.

1. **IT**

The Contractor is responsible for providing any and all computers and software that they require.

1. **Staffing**

The Contractor shall:

1. Be responsible for recruitment of staff, and staffing costs
2. Maintain accurate records of all employees, to be made available to the Trust on request
3. Ensure all staff are instructed in the relevant policies, rules and procedures and standards required by the Trust
4. Supply all staff with suitable uniform and protective working clothes, which should be worn at all times
5. Provide temporary/casual staff to cover absences
6. Provide evidence in writing to the Trust that each member of staff has the right to work in the United Kingdom
7. Comply with the current Working Time Directive Regulations
8. **Safeguarding**

All on-site staff, agency staff and visiting management must hold enhanced DBS certificates. The Contractor must arrange and pay for the enhanced DBS checks. If any disclosures are identified through the checks they should be discussed with the Head of School at the relevant site who will have the final say on whether the staff concerned should be barred from working at the school.

All staff must have undertaken safeguarding training in compliance with the Keeping Children Safe in Education statutory guidance from the Department for Education, and may be required to attend the Trust’s own safeguarding training.

1. **Training**

The Contractor must provide sufficiently trained management and staff of appropriate ability, skills and experience to provide a professional and efficient service to the specified standards.

The minimum standards are:

1. All staff trained in Level 1 Food Safety & Hygiene. New staff will be required to carry out training within one month of commencement of their role
2. All staff should undergo repeat training every 3 years and refreshed with suitable information/instruction every 3 months covering topics such as handwashing, rotation of food etc
3. All staff are trained in Level 2 Health & Safety
4. Catering management must hold a Level 3 Food Safety & Hygiene certificate or equivalent
5. All staff, including temporary/agency staff, must be fully inducted and trained in all areas of work in which they are involved in compliance with the Health and Safety at Work Act and the Control of Substances Hazardous to Health (COSHH) Regulations: handing and usage of cleaning materials; personal hygiene and presentation; lifting and handling

The Contractor shall provide certified documentary evidence of such training to the Trust on request. Progress on training is to be recorded and reported to the Trust as part of scheduled update meetings or on request.

Specific arrangements are to be made to ensure that new, temporary/casual and agency staff are appropriately trained and briefed for the tasks to be assigned to them.

1. **Management and Compliance**

The Contractor shall:

1. Adhere to all relevant Health and Safety and Food Hygiene legislation
2. Ensure portion sizes and nutritional content is consistent and age appropriate as detailed in the School Food Standards
3. Visit the kitchens and sample the food regularly to ensure quality standards are adhered to and that there is adequate food choice available throughout the service period
4. Operate a transparent policy sharing all information regarding the number of meals provided, the income, expenditure and profits
5. Monitor performance of the catering service against the specified requirements on a half-termly basis, meeting with the Trust’s School Business Manager and providing a financial overview
6. Have in place suitable insurance covering employer’s liability, plus produce and public liability, of at least £10 million

**Section 5: TUPE & Pensions**

1. **TUPE**

This tender is upon the expiry of the present contract. As a result, the Transfer of Undertakings (Protection of Employment) Regulations 2006 applies. Information on current staff can be found in Appendix A. The successful tenderer will work with the incumbent to ensure the transfer of existing staff to the new staffing structure in line with regulations. Tenderers should take into account the following requirements:

1. The requirement to inform, and if necessary to consult with, the affected employees via appropriate representatives of the affected employees
2. The requirement to inform the current service provider of any measures which it intends to take following the transfer
3. The requirement to maintain existing rates of pay and terms and conditions of service in accordance with TUPE
4. That the successful tenderer will be liable for any claims (excluding criminal claims) brought by any affected employees or their representatives from the date of the transfer, including but not limited to claims for redundancy and unfair dismissal claims

**Tenderers are advised to seek independent advice as to the effects of TUPE and take this into account when considering whether to tender, in pricing the contract and in the event of being the successful tenderer.**

1. **Pensions**

The Contractor must confirm what pension arrangements will be offered to existing and new employees.

Existing and future employees will all be placed on the same terms and conditions of employment including pensions.

***Appendix A – TUPE information***



***Appendix B – Summary of costs of contract***

|  |  |
| --- | --- |
|  | **Sum** |
| **NOMINAL INCOME** : |  |
| Forecast Meals @ £ per pupil |  |
| Forecast Staff Paid Meals @ £ per person |  |
| **Total Income** | **£** |
| **EXPENDITURE :**  |  |
| Food Cost Meals @ £ per pupil |  |
| Food Cost Adult Meals @ £ per person |  |
| Employment Cost |  |
| Non Food Costs total |  |
| Management Fee  |  |
| **Total Expenditure** | **£** |
| Less net Income |  |
| **Trading Result** | **£** |

***Appendix C – Non-food costs projection***

|  |  |
| --- | --- |
| **Item** | **Sum** |
| Cleaning Materials |  |
| Non Food Materials |  |
| Stationery |  |
| Marketing and Merchandising Materials |  |
| Uniform Purchase |  |
| Other costs (please detail) |  |
| **TOTAL SUNDRIES & EXPENSES** | **£** |

***Appendix D – Tender Response***

**TENDER RESPONSE**

**Contact Details**

Please provide contact details for individuals responsible for this Tender submission:

Main Contact

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Company Name |  |
| Address |  |
| Telephone - Main |  |
| Telephone – Direct |  |
| Mobile |  |
| Email |  |

Additional Contact

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Company Name |  |
| Address |  |
| Telephone - Main |  |
| Telephone – Direct |  |
| Mobile |  |
| Email |  |

**Executive summary**

This should describe your company’s ethos, demonstrate a clear understanding of the Trust’s requirements and state why your tender should be selected for shortlist.

1. **Cost - Value for Money**
	1. Detail your financial offer to the Trust by showing an annual financial summary based on the numbers provided in Section 3 and a breakdown of costs. This should include a fixed meal price for pupil and adult meals after taking into account all associated costs.
	2. Provide a sound forecast of costs for the proposed Contract using the template provided in Appendix B.
	3. Provide a non-food costs projection for the proposed Contract using the template provided in Appendix C.
	4. Confirm your financial guarantees and the period of the guarantee.
	5. Provide a sample monthly invoice with supporting information.
	6. List any expenditure (including equipment) that you will require the Trust to make prior to the start of the Contract, or during the Contract.
	7. Confirm your ability to deliver on all service requirements.
2. **Food Quality**
	1. Provide three week cycle menus for at least one term. Please provide information on recipes, allergens and special diet management, compliance evidence and method statements including portion sizes.
	2. Provide details of provenance, purchasing policies and proposed/normal suppliers of all food items to be used in the provision and delivery of the service.
	3. Describe your approach to sourcing, preparing and cooking food, including locally sourced produce.
	4. List the policies/quality control procedures/food regulations/standards that you put into practice to ensure that you comply with or exceed current legislation in the provision of meals in a school environment.
3. **Staffing**
	1. Detail your proposed workforce structure including number of hours, and explain how daily staffing levels will achieve the Trust’s specification.
	2. Detail rates of pay and terms and conditions of employment for all catering staff.
	3. Show how you will include the staff transferring under TUPE.
	4. Provide a commentary on how you will implement TUPE and mobilise the contract.
	5. Detail how you will recruit any new staff and your approach to child safeguarding, DBS checks and any further security processes.
	6. Detail how you will cover any staff sickness and absence.
	7. Describe the training plan for your catering staff, including how all legislative mandatory skills, safeguarding, customer service and site specific training will be delivered.
	8. Give examples of how your staff interact with pupils during lunchtimes.
	9. How do you ensure that good customer care is provided to pupils and school staff so that all are treated courteously?
4. **Presentation**
	1. Outline your approach to presenting the food in an attractive way and making dining an enjoyable experience for pupils of both primary and junior school age ranges.
	2. Provide details of 3 schools where the same or similar services are provided which the Trust may contact for a reference or to arrange a visit. Any visits would be made by mutual agreement with the caterer and the selected school.
	3. Do you have a unique selling point that makes you stand out from other catering providers?
	4. Describe how you actively engage with parents, staff and pupils around school menus.
5. **Account Management**
	1. Detail what operational support you will provide for the contract at both central and local level, including frequency of area manager visits and current area manager workload.
	2. Providing person specification and location details of the proposed managers.
	3. Provide details of how you will monitor performance against the specified requirements and illustrate the actions you will take if these are not met. Please articulate response times to complaints or queries from the Trust.
	4. Detail your approach to waste management and recycling. What are your plans for the eradication of single use plastics and use of sustainable materials for wrap, disposables etc?

***Appendix E***

**DECLARATION OF BONA FIDE TENDER**

1. I certify that this is a Bona Fide Tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. I also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

a) Communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.

b) Enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted.

c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to any other tender or proposed tender for the said work any act or thing of the sort described above.

2. I further certify that the principles described in paragraph 1 above have been, or will be, brought to the attention of all sub-contractors, suppliers and associate companies providing services or materials connected with the tender, and any contract entered into with the sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word “person” includes any persons and any body or association, corporate or otherwise; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

4. I confirm that I accept any breach of the conditions of this Declaration of Bona Fide Tender will inevitably lead to the termination of the agreement by the Trust.

Authorised to sign for and on behalf of the Contractor

Signature:

Print Full Name:

Date:

Position in Organisation:

Company Name:

***Appendix F***

**FORM OF TENDER**

In response to the Invitation to Tender for the Management and Supply of Catering Services to Dulwich Hamlet Educational Trust, I, the undersigned, confirm that in submitting a tender against this contract that I/we:

1. have read the information provided in your Invitation to Tender and, subject to and upon the terms and conditions contained therein, I/we offer to supply the services described in the said tender documents in such manner as may be required, all for the sums properly due under the contract as calculated in accordance with the Summary of Costs of Contract submitted.

2. agree that this tender and any contract which may result there from shall be based upon the Service Specification, Contractor Responsibilities and TUPE information included in the Invitation to Tender.

3. agree that the prices quoted in this tender are valid for acceptance for 90 days from the final day for submission of tenders and I/we confirm that the terms of the tender will remain binding upon me/us and may be accepted by you at any time before that date.

5. agree that the construction, validity, performance and execution of any contract that may result from this tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

6. agree to bear all costs incurred by me/us in connection with the preparation and submission of this tender and to bear any further costs incurred by me/us prior to the award of any Contract.

7. agree that any other terms or conditions of the agreement or any general reservation which may be printed on any correspondence emanating from me/us in connection with this tender, shall not be applicable to this tender or Contract.

Authorised to sign for and on behalf of the Contractor

Signature:

Print Full Name:

Date:

Position in Organisation:

Company Name:

Address:

***Appendix G***

**CONFLICTS OF INTEREST DECLARATION**

***Please complete Section A or B as appropriate*

Section A**

I/We warrant that:

There **would be no** conflict or perceived conflict of interest arising from any existing relationship that I/we might have and the members of staff involved in the conduct of the procurement procedure\*. If in doubt please declare. I/We acknowledge that a failure by us to declare a potential conflict of interest, which I/we should have reasonably known about, may result in our disqualification from the tender process or a termination of any Contract awarded as a result of this tender process.

Signature:

Print Full Name:

Date:

Position in Organisation:

Company Name:

Address:

**Section B**

I / We warrant that:

There could be a possible conflict or perceived conflict arising from an existing relationship that I/We might have and the members of staff involved in the conduct of the procurement procedure\*. *Please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could have an adverse effect on this contract.*

|  |
| --- |
| (please use as many pages as necessary) |

Signature:

Print Full Name:

Date:

Position in Organisation:

Company Name:

Address:

\****means staff members of the Trust who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure.***