



YORKSHIRE DALES
National Park Authority

INVITATION TO TENDER FOR THE CATERING FACILITY AT AYSGARTH FALLS NATIONAL PARK VISITOR CENTRE.

CLOSING DATE: NOON WEDNESDAY 18 JANUARY 2023

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**Yorkshire Dales National Park Authority
Yoredale, Bainbridge, Leyburn,
North Yorkshire DL8 3EL
Telephone 0300 456 0030
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SECTION 1: THE INVITATION TO TENDER

1.0 **Background**

- 1.1 The Yorkshire Dales National Park covers an area around 800 sq miles (2179 Sq Km) with a resident population of over 24,000 and attracting over 5 million visitor days each year.
- 1.2 The Yorkshire Dales National Park Authority has a duty under section 61 of the Environment Act 1995 to: i) conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park; ii) to promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public. For further information see www.yorkshiredales.org.uk

2.0 **Service/Goods Required**

- 2.1 The Authority wishes to award a contract for the operation of a catering service at the Aysgarth Falls National Park Visitor in Wensleydale.
- 2.2 The contract will run between 1 February 2023 and 31 January 2026. The Authority will have the power to extend the contract for a further two years.
- 2.3 Tenders are being sought on the following pricing structure:

This contract will operate by means of a concession granted by the Authority for the operation of the catering service. The Contractor will operate this service, keeping the takings, and paying a monthly fee to the Authority. The Contractor will also pay all overheads, including utilities, waste disposal, and costs which are associated with the café. In addition, the Contractor will pay a quarterly contribution to site costs which are currently **£405** per quarter and are subject to annual changes in line with CPI, and provide all the equipment required to operate the catering concession, and will be responsible for any maintenance / replacements.

Tender price = Monthly payment for 3 years.

Paid in addition to quarterly payments of site costs and direct utility costs.

3.0 **Evaluation**

- 3.1 The Authority will select the most economically advantageous tender (using a price: quality ratio of *70% quality and 30% price* considering the following principal factors:
- (a) compliance with tender documentation
 - (b) tender rates and prices
 - (c) tender submission on the approach to delivering the service references
 - (d) references
 - (e) achievement of 70% quality rating.
- 3.2 The Authority does not bind itself to accept any tender but every effort will be made to reach a decision on the award of contracts before **31 January 2023**
- 3.3 [Notification to tenderers of the outcome of the tender exercise will be followed by a short period (approx 15 days) prior to a formal contract being signed, in order to meet legal requirements regarding potential challenges to the award of public sector contracts]

3.4 All quote submissions will be evaluated using the following evaluation model.

The evaluation process will be based on 70% quality and 30% price in accordance with the following criteria:

= **Quality (70%)**

An evaluation of the quality of bids will be based on information submitted in response to the tender specification.

Selection criteria	Rating (Maximum)
<p><u>Menu</u></p> <p>Sample menu which illustrates:</p> <ul style="list-style-type: none"> • Use of locally sourced and produced food • Healthy family friendly options • Allergies and special diets catered for • Uses and promotes local suppliers. <p>The offer should minimise packaging, with no single use plastic.</p>	30
<p><u>Proposed Service Delivery</u></p> <p>Including:</p> <ul style="list-style-type: none"> • Brand style to complement site setting • Layout • Table service / Counter service • Staff Uniforms, knowledge of National Park • Training, • H&S and Hygiene 	20
<p><u>Examples of Joint / Partnership Work</u></p> <ul style="list-style-type: none"> • Successful track record of operating a service within a similar, food / hospitality / retail partnership setting. • Demonstrate ability to work closely and maintain good working relationships with staff on site • Provide endorsement by referees 	30
<p><u>Added Value</u></p> <ul style="list-style-type: none"> • Demonstrate added value in terms of promoting the understanding and enjoyment of the area, • Include any additional businesses ideas on site. 	20
Total	100

The minimum quality score is 70. Submitted tenders which do not reach this threshold will be rejected and not considered further.

Tender Price = (30%)

The lowest bid will score 30. The price score for other bids will be determined by dividing the lowest bid by that bid and multiplying by 30 (see example)

e.g. Contractor A makes lowest bid of £10,000 = score of 30

Contractor B makes a bid of £15,000 therefore $(10/15) \times 30 =$ score of 20

Aggregate Score

An aggregate rating on both quality and price will be calculated as shown below:

Quality score (multiplied by 0.7) + Price score = Aggregate score.

Subject to having achieved a minimum quality score of 70 and meeting all other approvals the contract will be awarded to the contractor with the highest aggregate score.

Scoring Criteria	
0 Unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1 Poor	Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
2 Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.
3 Good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
4 Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.

4.0 Best Value

- 4.1 Under the provisions of the Local Government Act 1999, the Authority must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. The successful tenderer will be required to provide the service in accordance with this principle and be expected to demonstrate how this is being achieved. Attention is also drawn to the Contract Conditions regarding Best Value.

5. Freedom of Information and Data Protection

- 5.1 The Authority is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and submission of a Tender does not constitute or contain any obligation of confidentiality in terms of information provided to the Authority by any Party.

- 5.2 Where the Authority receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the other Party shall on request take all reasonable steps to assist the Authority in complying with the request in accordance with such legislation.
- 5.3 Where the Authority is being asked to disclose information provided by another Party we would normally consult the other Party before deciding whether to release the information
- 5.4 Each of the Parties undertakes to comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018, and in particular must not disclose any personal data as defined by that legislation to any individual unless the relevant conditions permitting disclosure are met.
- 5.5 Any information or data provided by the Authority to the other Party shall remain at all times the property of the Authority.
- 5.6 The other Party shall indemnify the Authority for any breach of the legislation above which renders the Authority liable for any costs, fines, claims or expenses however arising.
- 5.7 Whilst information held by the Authority is subject to the above, the Contractor will be required to keep confidential all information supplied to it by the Authority. All employees of the Contractor who are involved in the provision of the Services may be required to sign a confidentiality agreement in a form to be agreed by the Authority. The contractor will also be required to ensure that the terms of any sub-contract reflect this requirement.

6. Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

6.1 It is the opinion of the Authority that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 1981 ("TUPE") are likely to apply to some or all of the work covered by the contract.

6.2 Tenderers should note that the Authority does not offer any indemnity to any person against any costs that may be incurred should the provisions of TUPE apply.

7.0 Canvassing etc

- 7.1 Any tenderer who canvasses any member or officer of the Authority, whether directly or indirectly, relating to the award of this contract will be disqualified.
- 7.2 If the tenderer:
- (a) fixes or adjusts the amount of the tender by arrangement with any other person; or
 - (b) communicates to any person other than the Authority the amount of the tender (unless the disclosure is made for legitimate purposes, for example in connection with obtaining insurance); or
 - (c) agrees with any other person that s/he will not submit a tender or as to the amount of any tender to be submitted; or
 - (d) offers or pays any sum of money to any person to induce such a person to accept the tender

then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

SECTION 2: HOW TO TENDER

- 2.1 You should only complete the tender after you have read and fully understood all the contract documents.
- 2.2 Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgments in tendering.
- 2.3 Bids are deemed to be inclusive of all overheads and are exclusive of VAT.
- 2.4 Before you complete the tender please ensure that you understand clearly what the Authority's requirements are about the price base of the Contract and its duration.
- 2.5 If you have any doubt at all on how to complete the tender, please contact Julie Barker, Head of Visitor Services Julie.barker@yorkshiredales.org.uk , 01756 751649, Remember that once the tender has been submitted you will not have the opportunity to alter its contents. Once the Authority has accepted the tender, the contract will be in force for the full contract period and you will not be able to withdraw from the arrangement without risking legal liability for breach of contract.
- 2.6 The tender must be calculated with careful reference to the contents of this Invitation to Tender, including the Specification and Contract Conditions.
- 2.7 Tenderers must submit with their tender:
- (i) a certificate signed by their insurance company or agents to the effect that the tenderer carries the insurance required under the contract conditions
 - (ii) details of three referees, two trade and one financial. The Authority will contact all referees as part of the tender evaluation process.
 - (iii) if a tenderer is an agent, details of its principal.

Compliance with Tender Documents

- 2.8 Tenders made must be in accordance with all the contract documentation and no changes should be made. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.
- 2.9 If a tenderer wishes to make an alternative tender (i.e. a tender which is not fully compliant with the Authority's requirements) it may do so if (and only if) a fully compliant tender is also submitted. Tenderers also should note that tenders are being sought on the basis of the Contract Conditions included in this Invitation to Tender. The Authority will not consider a tender which does not comply with its requirement by, for example, being made on the basis of the tenderers own 'standard conditions' except where these are expressly included as part of an alternative tender.
- 2.10 Tenderers must complete and sign the form of tender. **Where a tenderer is an individual, the tender must be signed by that individual; where the tenderer is a partnership the tender must be signed by two authorised partners, and where a tenderer is a company, two directors or a director and secretary should sign.** All signatories must be authorised to sign on the tenderer's behalf.

Where to send Tenders

- 2.11 The tender must be returned in an envelope to the Director of Corporate Services, Yorkshire Dales National Park Authority, Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL, on or before noon on **Wednesday 18 January 2023**. If tenders are delivered by hand a receipt should be obtained. The tender envelope and its franking must not bear any indication of the tenderer's identity and the envelope must only be marked "Tender for the provision of catering services at Aysgarth Falls National Park Visitor Centre"
- 2.12 Electronic tenders should be sent to procurement@yorkshiredales.org.uk with the title stating "Tender for the provision of Catering services at Aysgarth Falls National Park Visitor Centre" and must be received by noon on **Wednesday 18 January 2023**

Enquiries

- 2.13 Any enquiries relating to the contract documents should be addressed to the Authority at the contact details as shown on the front cover page of this invitation to tender.

SECTION 3: THE TENDER

TO: Yorkshire Dales National Park Authority

- 3.1 We tender to provide the Goods and/or Service in accordance with the details set out in this tender.
- 3.2 We agree that this tender, together with the Authority's written acceptance, will constitute a contract between us.
- 3.3 We confirm that the prices set out in this tender exclude VAT.
- 3.4 We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender in accordance with any arrangement with any third party.
- 3.5 We certify that we have not done, and we agreed not to do at any time before the tender closing date, any of the following:
- (a) informed anyone of the amount or approximate amount of the tender except where the confidential disclosure of the amount of the tender is necessary to obtain insurance quotations required in connection with the preparation of the tender;
 - (b) entered into any arrangement or agreement with any other person or firm that he/it should refrain from tendering or as to the amount of any tender to be submitted; or
 - (c) offered to pay any sum of money or gift to any person or firm for doing any of the acts in (a) or (b) above.

Signed

Position

Signed

Position

On behalf of

Address

.....

.....

Tel

E-mail

Contact Name

Tel No

PRICE

Tender price:

Monthly payment for 3 years.

Paid in addition to quarterly payments of site costs, and

Direct (or via recharge) utility costs.

QUALITY

Insurance

Please provide details of your insurance and indemnity cover. As a minimum, the Authority requires [insert required cover here *e.g. £xx public liability insurance and a £xx professional indemnity cover or employer's liability*]

Experience

Please provide details of the relevant experience and qualifications of those employees who will be involved in provision and management of the Service.

Communications

Website, social media, email

Location

Please give the location of your Head Office and any Regional / Branch Office if relevant.

References

5.1 Please provide details of two referees relating to Service provision and one credit reference.

1.0 Experience

6.1 Please outline your experience of providing services the same as or similar to those required by the Authority.

2.0 Quality Assurance

7.1 What quality assurance systems do you have in place and how would these benefit the service? Please also give details of the accreditation and auditing of the systems.

3.0 Service

8.1 Please provide a summary of how you would provide the service to the standards required.

Relevant Examples

Please provide details of services you have provided to another body, and demonstrate how this shows the quality of your services.

Best Value

How do you propose to improve the quality of the service during the contract?

How do you assess quality of service (e.g. questionnaires, research, feedback, focus groups etc?)

Sustainability

How do you intend to fulfil the sustainability requirements of the brief.

Equality Issues

Please detail how you intend to meet the contract conditions on equality issues

SECTION 4: THE SPECIFICATION

The Coppice Café is located within the National Park Visitor Centre at Aysgarth Falls. The cafe is still in operation, and providing a service to visitors. However in order to market test and obtain Best Value, the franchise is due to be re-tendered and promoted to interested parties.

The Café is located within the National Park Visitor Centre, on the YDNPA owned pay and display car park. It is expected that the cafe will be open when the Centre is open to the public. (daily April to October, and weekends and school holidays from November to March) It may also be opened independently of the Visitor Centre.

Key points to note:

- Provision of a cafe franchise within the Aysgarth Falls National Park Visitor Centre.
- *An excellent high quality offer which will enhance the overall experience to visitors to the National Park Visitor Centre site.*
- *Day-to-day provision of the Services when the Visitor Centre is open.*
- *The café may be opened independently of the Visitor Centre with no services later than 2100hrs*
- *Quarterly meetings per year to be held between the site manager and café operator.*
- *Promote healthy family friendly menus*
- *Recycled no polystyrene or single use plastic*