



Dated 30th May 2025

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Invitation to tender

Contract For

The PROVISION Of School Catering Services

At

THE FEDERATION OF HACKBRIDGE PRIMARY SCHOOL

AND

 SPENCER NURSERY SCHOOL

|  |
| --- |
| Find A Tender Reference Number: [Insert Contract Notice Reference and remove square brackets] |
| Tender Return date and Time: 12.00 Noon on 27th June 2025 |

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# Introduction and Background

## **Contents of the ITT**

This invitation to tender (**ITT**) comprises:

**For Information only**

* Tender completion requirements.
* Evaluation Model (Appendix 1 to this ITT)
* Service Specification uploaded to the e-procurement portal and labelled Appendix A.
* TUPE Information: Existing Staffing Information uploaded to the e-procurement portal and labelled Appendix B.
* School profiles: list of all establishments and addresses and individual details of service requirements, meal take up, heavy equipment inventory uploaded to the e-procurement portal and labelled Appendix C.
* Food Standards uploaded to the e-procurement portal and labelled Appendix D.
* Ambitions for the Federation Catering and Environmental Concerns uploaded to the e-procurement portal and labelled Appendix E.
* Draft contract and schedules which is uploaded to the e-procurement portal and labelled Appendix F.

**To be completed and returned by the deadline**

* Method Statement (Quality/Technical Questions): Schedule 1 to this ITT.
* Schedule of Commercially Sensitive Information: Schedule 2 to this ITT.
* Form of Tender: Schedule 3 to this ITT.

## **Purpose and scope of this ITT**

This ITT:

* Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
* Sets out the overall timetable and process for the procurement to Tenderers.
* Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
* Sets out the Selection Criteria, the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
* Explains the administrative arrangements for the receipt of Tenders.

## **Introduction To The Federation And Summary Of Requirements**

The Federation of Hackbridge Primary School and Spencer Nursery School (The Federation) consists of a Primary School (ages Nursery to Year 6) situated over two (2) sites, each with a separate modern kitchen together with a Nursery on a separate site also with its own kitchen facility.

The Catering at both Hackbridge Primary School sites is a canteen service with Catering staff serving pupils from a serving hatch or from hot trollies. Spencer Nursery has a family service. Staff sit with the children to eat, and they serve the food whilst the children are sitting at the table. Packed lunches are not allowed at Spencer Nursery. All children eat the meal served.

Our ambition is to have every child across the Federation wanting to and having a meal provided by the Federation. We would at the very least hope that all children receiving Pupil Premium have this hot meal. We would like the food to be appealing and tasty, reflecting the palette of our wide diversity of pupils.

The Federation would expect the Service Provider to proactively reduce the impact on the environment and support the Federation in improving our environmental impact by:

* + Helping to reduce the amount of avoidable food waste thrown away by 20%.
	+ Supporting the Federation in eradicating single use plastics from school meals.
	+ Working with the Federation to introduce cost effective food waste recycling.
	+ Promoting a balanced and sustainable diet.

## **Procurement Process**

The Federation is conducting the procurement under the Light Touch Regime and has designed a procurement procedure in accordance with the requirements of the Procurement Act 2023 for the purpose of procuring the services described in the Specification (Services).

This ITT contains further information about the procurement process, the Servicesand assessment questions for Tenderers to complete. Each Tenderer's response (Tender) should be detailed enough to allow the Federation to make an informed selection of the most appropriate solution.

## **Scope Of The Procurement**

The service required is for the provision of freshly prepared on site, high quality, nutritious, Silver Food for Life Catering Mark standard, using seasonal and ethically sourced sustainable food at a realistic cost for pupils and staff across the Federation.

In the event that additional services are required, the Finance and Operations Manager will negotiate with the successful Tenderer and approve the level of service and price.

There are two (2) Primary School sites and one Nursery which will be included in purchasing their services under any resulting contract (**School Profiles Appendix C**).

The catering service will be required every school day when pupils are at school, typically Monday to Friday inclusive. School term dates may vary. Schools are normally open for teaching for one hundred and ninety (190) days per year but this may vary. There are five (5) In Service Training days (INSET DAYS) when pupils are not on site. We will not require a service on these days. The Nursery is open fifty-one (51) weeks a year only closing over Christmas so year-round provision will be required.

The Services are more particularly described in the Service Specification (**Appendix A**).

## **Value Of The Contract**

The current contract is valued at **£1,345,609** for the Term of the contract.

The anticipated value of the Services is approximately **£1,345,600** for the Term of the contract.

Details of current expenditure or potential future uptake are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. They should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the contract.

## **Contract Term**

The Federation proposes to enter into one contract with the successful Tenderer (Service Provider) for an initial period of three (3) years with the option to extend for a further period two (2) years making a maximum contract period of five (5) years.

The anticipated Service Commencement Date is **1st September 2025**.

## **Clarifications About The Services Or ITT**

Any clarifications relating to this ITT must be submitted through the e-tendering portal available at [www.l*ondontenders.org*](http://www.londontenders.org/) .

The Federation will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Federation's responses to them on the e-tendering portal (Clarifications Log). If a Tenderer wishes the Federation to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Federation, the clarification is not confidential, the Federation will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in paragraph 2. Tenderers are advised not to rely on communications from the Federation in respect of the Services or ITT unless they are made in accordance with these instructions.

## **Clarifications About The Contents Of The Tenders**

The Federation reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

# Tender Timetable

## **Key Dates**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally. The key dates for this procurement (Timetable) are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Invitation To Tender | 30th May 2025 |
| Site Visits  | 4th and 5th of June 2025 |
| Deadline for receipt of clarifications  |  19th June 2025 |
| Deadline for receipt of Tenders | 12.00 noon 27th June 2025 |
| Evaluation of Tenders | 27th of June – 4th of July |
| Clarification Interviews | 7th July 2025 |
| Notification of contract award decision | 9th July 2025 |
| "Standstill" Period | 9th July 2025 -17th July 2025 |
| Confirm Contract Award | 18th July 2025 |
| Contract Start and Start of Mobilisation Period | 21st July 2025 |
| Target service commencement date | 1st September 2025 |

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

## **Deadline For Receipt Of Tenders**

Responses to this ITT must be uploaded to the e-tendering portal and in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The Federation may, however, in their own absolute discretion extend the Deadline and in such circumstances the Federation will notify all Tenderers of any change at the same time.

## **References**

Tenderers are not required to supply references at this stage. The Federation reserves the right to seek references from any of the Tenderer's customers, including (schools within the Federation if applicable) when deemed necessary.

## **Site Visits**

Site visits are planned to take place on the dates set out in the Timetable. You should keep these dates free.

## **Clarification Interview**

A maximum of the top three (3) scoring Tenderers will be invited to deliver a presentation in support of their Tenders to representatives of the Federation and other organisations, parents and other stakeholders as appropriate, on the date set out in the Timetable. You should keep this date free in case you are asked to attend.

The clarification interviews will be used to moderate the written submissions for the Evaluation Criteria specified in the Tender Evaluation Model.

## **Contract Award**

The Federation may award a contract on the basis of a Tender submitted in accordance with the instructions in this ITT.

Contract award is subject to the formal approval process of the Federation’s internal governance. Until all necessary approvals are obtained and the standstill period completed, no contract will be entered into.

Once the Federation has reached a decision in respect of a contract award, they will notify all Tenderers of that decision and provide for a standstill period in accordance with Law before entering into any contract.

## **Debrief**

The contract award notification will be sent to each Tenderer. The Federation will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

# Tender Completion Information

## **Formalities**

All documents comprising the Tender must be completed and uploaded to the e-tendering portal by the Deadline.

The following requirements must be adhered to when submitting Tenders:

* The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
* Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
* Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* The Tender must be uniquely named or referenced.
* A table of contents must be provided.
* The Tender must be fully cross-referenced.
* A list of supporting material must be supplied.
* Tenderers should use Arial point 12.
* Line spacing must be double or more.

The Tender must be clear, concise and complete. The Federation reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must upload a duly executed Form of Tender.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

## **Executive Summary**

Each Tenderer must also provide an executive summary of its Tender. Each Tenderer must include in its executive summary:

* An outline of the way in which the Federation's requirements are to be met by its proposal.
* A summary of all the services offered by the Tenderer in response to the ITT.
* An overview of the Tenderer's overall costs and proposals in relation to pricing.
* A clear statement of whether it is a consortium or a group of companies with one supplier.
* A clear statement of its commitment to meet the Federation's requirements and the pricing, payment and performance model.
* Confirmation that the Tender will remain open for a period of one hundred and twenty (120) days.

If changes subsequently occur in relation to the statements set out in the executive summary, the relevant Tenderer must promptly notify the Federation of them. The Federation reserves the right to disqualify any Tenderer that fails to duly notify the Federation. Tenderers are also reminded of the eligibility requirements under Law that apply to the procurement process at all times.

## **Submission of Tenders**

The Tender must meet the Federation's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Federation in its own right.

## **Contract Terms**

The draft contract that the Federation proposes to use is uploaded to e-procurement portal as Appendix F. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the draft contract without further negotiation or amendment.

If the terms of the draft contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.7 and the Federation will consider whether any amendment to the draft contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Federation, the Federation shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise, the original drafting shall apply. Any amendments which are proposed but not approved by the Federation through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

## **Documents Forming The Contract**

The following documents shall form part of the contract between the Federation and the Service Provider:

* Draft Contract and its schedules.
* Specification.
* A pricing model/matrix (as completed by the Service Provider).
* Responses to requirements or method statement questions (as completed by the Service Provider).
* A list of commercially sensitive information (as completed by the successful Tenderer).
* All other forms attached to this ITT completed and returned with the Tender.

## **Consortia and Subcontractors**

The Federation requires all Tenderers to identify whether and which sub-contracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

For the purposes of this ITT, the following terms apply:

* **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Federation.
* **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider but envisage that one of their number will be the Service Provider(s), the remaining members of that group will be subcontractors to the Service Provider.

## **Warnings and Disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Federation, nor its advisors will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Federation.

If a Tenderer proposes to enter into a contract with the Federation, it must rely on its own enquiries and on the terms and conditions set out in the draft contract (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Federation (or any other person) to enter into a contractual arrangement.

## **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

The Federation and the London Borough of Sutton are subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information they hold (including third-party information). Any member of the public or other interested party may make a request for information.

The Federation and the London Borough of Sutton shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA.

While the Federation and the London Borough of Sutton aim to consult with third-party providers of information before it is disclosed, they cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Federation in the template provided.

Tenderers should be aware that, in compliance with their transparency obligations, the London Borough of Sutton routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

## **Publicity**

No publicity regarding the Services or the award of contract will be permitted unless and until the Federation has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Federation.

## **Tenderer Conduct and Conflicts of Interest**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

* Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
* Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
* Canvass the Federation or any employees or agents of the Federation or the London Borough of Sutton in relation to this procurement.
* Attempt to obtain information from any of the employees or agents of the Federation or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Federation and their advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Federation.

## **The Federation’s Rights**

The Federation reserves the right to:

* Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Federation.
* Seek clarification or documents in respect of a Tenderer's submission.
* Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
* Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the tender process.
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
* Choose not to award a contract as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## **Bid Costs**

The Federation will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Federation.

## **Living Wage**

Living Wage is a requirement of this tender. It is considered that the London Living Wage will promote social wellbeing of employees, including improved productivity and retention together with lower staff training costs. The London Borough of Sutton supports the Living Wage accreditation scheme, which improves the social value of procurement overall in accordance with objectives of the Public Services Social Value Act 2012. A commitment to pay London Living Wage (LLW) will be a requirement of the contract where services are delivered within London.

The tender documents reflect the Federation’s requirement for potential suppliers to pay any person employed or engaged in the performance of the services a rate at least equivalent to any implemented Living Wage for staff in accordance with the guidelines of the Living Wage Foundation (<http://www.livingwage.org.uk/> ).

Tenderers must take this into account in completing the Pricing Schedule. The successful Tenderer is obliged to provide management information to assist the Federation with monitoring the impact of the Living Wage and London Living Wage.

Tenderers must note that it is the intention of the Federation not to award a contract to any Tenderer who does not comply with the Living Wage requirement.

## **Insurance**

The Federation will require the successful Tenderer to have in place as a minimum the following insurances in place.

(a) Employer’s Liability Insurance Policy of not less than **£5,000,000** for each and every claim, act or occurrence or series of claims, acts or occurrences; and

(b) Product Liability Insurance Policy of not less than **£10,000,000** for each and every claim, act or occurrence or series of claims, acts or occurrences.

(c) Product Liability Insurance Policy of not less than **£10,000,000** for each and every claim, act or occurrence or series of claims, acts or occurrences.

## **Modern Slavery**

The Federation and the London Borough of Sutton are committed to tackling modern slavery. The Federation will only award contracts to suppliers that meet their legal obligations including compliance with the Modern Slavery Act.

Tenderers may be required to provide the link to their Modern Slavery Statement. Any Tenderer deemed a ‘relevant commercial organisation’ who does not provide a valid URL to their annual Modern Slavery Statement if requested to do so will be disqualified from the procurement process without further evaluation. For Tenderers that do not have a website, the Federation will accept a copy of their Modern Slavery Statement electronically.

Where a Tenderer does not have a Modern Slavery Statement of its own but wishes to be considered as a potential supplier of services under the contract, it may be required to provide confirmation to the Federation that it will adopt the London Borough of Sutton’s Modern Slavery Statement and adhere to it until such time as it has its own such statement and provide notice of this to the Federation.

## **Social Value**

The Public Services (Social Value) Act 2012 introduced a requirement for public authorities to consider the social value that can be generated through buying services and gave permission to take the delivery of wider economic, social and environmental outcomes into account in procurement decisions.

Tenders from potential suppliers will need to demonstrate their and where appropriate their supply chains’, ability to add economic, social and environmental value to the Federation above and beyond simply providing the tendered service and provide evidence which would contribute to the outcomes specified.

Tenders will be evaluated in line with the outcomes specified in the tender documentation. In including and evaluating Social Value, it allows the Federation, for example, to choose a supplier under a tendering process who not only provides the most advantageous service, but one which goes beyond the basic contract terms and secures wider benefits for the community. To this effect, each Tenderer is required to detail its social value offer at the tendering stage, by providing an overview of additional social, economic and environmental benefits that can be delivered within the life of the contract and beyond.

# TUPE

## **Transferring Employees**

The Federation envisage that the staff working on the current service shall transfer to the Service Provider or its subcontractors, under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*) (**TUPE**) along with the Services. These employees are:

* Former Local Authority Employees (Transferring Employees).
* The incumbent supplier’s employees (Third Party Employees).

Provisional lists of these employees are contained in Appendix B on the E-Procurement Portal.

Tenderers' pricing models must include the costs associated with the TUPE transfer of these employees. If the costs associated with a TUPE transfer (including pensions costs) are subsequently found to be lower than envisaged, the Service Provider shall make a corresponding reduction in the contract price.

## **Pension Requirements**

Employees transferring from Caterlink who previously transferred from the London borough of Sutton and are either members of or eligible for membership of The Local Government Pension Scheme (LGPS) must be offered appropriate pension provision.

In accordance with the Fair Deal policy, it is a condition of the contract that the new employer offers these employees continued membership of their legacy pension scheme. If this is not possible, and where permitted by Fair Deal, the new employer must offer the employees access to a pension scheme which has been certified as being broadly comparable to the Local Government Pension Scheme.

The Federation must see any such certificate before the transfer date. In addition, the costs and terms applicable to the bulk transfer of accrued benefits must be clearly provided for in the Tender.

Tenderers are asked to include indicative costings of their proposed pension provisions.

# Tender evaluation model

## **Selection Criteria Evaluation**

The Selection Criteria which are included as questions at Schedule 1 will be evaluated first. Tenderers must obtain an overall total score of Tenderers must achieve passes against all Pass/Fail questions in order to proceed to Award Criteria evaluation.

If a “Fail” score is obtained on any of the questions designated “Pass/Fail”, this will result in the Tender being rejected and questions which carry a ‘weighting’ will not be evaluated.

## The response to each question carrying a weighted score will be evaluated on the following basis:

|  |  |  |
| --- | --- | --- |
| Excellent | 100% | A comprehensive response which provides information that is highly relevant and fully answers the question. |
| Good | 75% | A detailed response which provides information that is relevant and substantially answers the question. |
| Satisfactory | 50% | A response which provides information that is generally relevant and answers the majority of the question. |
| Unsatisfactory | 0% | A response which does not provide information which is relevant and does not answer the question or no response is provided. |

## Evaluation of Financial Information

The financial statements provided will be assessed calculating the company’s

 Profitability, Solvency and cash flow. These will be scored as follows:

|  |  |  |
| --- | --- | --- |
| Excellent | 100% | Ratio calculated show contract will not adversely affect the company’s trading position. |
| Good | 75% | Ratio calculated show contract should not adversely affect the company’s trading position. |
| Satisfactory | 50% | Ratio calculated show contract may adversely affect the company’s trading position. |
| Unsatisfactory | 0% | Ratio calculated shows high risk of contract adversely affecting the company’s trading position.  |

## **Award Criteria and Evaluation Criteria**

Any contract awarded as a result of this procurement will be awarded on the basis of the offer that is the most advantageous to the Federation. The Award Criteria (**Award Criteria**) are:

* Fifty Percent (50)% technical or quality.
* Fifty Percent (50)% cost/price.

Scores will be arrived at following the application of the Evaluation Criteria set out below to the Tenderer's Tender.

Tenderers total ‘Price’ percentage score added to their ‘Quality’ percentage score will give the Grand Total of percentage score for each Tenderer, from which an award will be made to the highest scoring Tenderer.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Federation has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Federation's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out below.

## **Evaluation Process**

## The evaluation will comprise of three (3) stages. Tenderers who fail Stage 1 (Compliance) will not have their Tender evaluated under Stage 2 (Quality/Technical); and Tenderers who fail stage 2 will not have their Tender evaluated under Stage 3 (Price).

 **Table 1**

|  |  |  |
| --- | --- | --- |
| **Evaluation Section** | **Criteria** | **Weighting** |
| Stage 1 Compliance | Mandatory compliance criteria as set out at Appendix 1 Part 1 of this ITT. | Pass/Fail |
| Stage 2 Quality/Technical | Technical/Quality Evaluation as set out at Appendix 1 Part 2 of this ITT | 50% |
| Stage 3 Price | Price Evaluation as set out at Appendix 1 Part 3 of this ITT | 50% |

## **Appendix 1**

**Part 1 (Compliance Evaluation and Financial Appraisal)**

**Table 2: Compliance Evaluation**

| **Section/****Subsection** | **Criteria** | **Assessment** |
| --- | --- | --- |
| Section 1/1.1(a) - 1.1(p) | **Potential Supplier Information** | This section is not scored as the answers to the questions are for information only but Tenderers may be excluded on the grounds of providing insufficient or false information. **All sections must be completed.****Pass/Fail** |
| Section 1/1.2(a) - (i)1.2(b) - (ii) | **Bidding Model** | **Pass/Fail** |
| 2/2.1 – 2.3 | **Grounds for Mandatory Rejection & Non-payment of taxes** | Tenderers must complete all sections. The Federation will exclude any Tenderer if any of the mandatory grounds for rejection apply or for breach of obligation relating to the non-payment of taxes/social security contributions. A Tenderer may, if it answers yes to question 2.3, avoid exclusion if only minor tax or social security contributions are unpaid or if it has not yet had time to fulfil its obligations since learning of the exact amount of tax due.**Pass / Fail question – Tenderers failing to meet a minimum requirement threshold will be rejected as will any Tenderers to whom grounds for mandatory rejection apply or who have been found to be in breach of obligations to pay taxes/social security contributions.** |
| 3/3.1 – 3.2 | Grounds for Discretionary Rejection | Tenderers must complete all sections.The Federation is entitled to exclude any Tenderers if any of the discretionary grounds for exclusion apply. The Federation will, in all cases, consider all the relevant circumstances, and, at its discretion, may allow a Tenderer to proceed.Please note that The Federation considers that any director, partner or senior manager of your organisation being a current or former employee of The Federation means that a conflict of interest may arise and this should be disclosed by Tenderers.**Pass / Fail question – Tenderers failing to meet a minimum requirement threshold will be rejected. In addition, The Federation may, at its discretion, reject any Tenderers to whom grounds for discretionary rejection apply.**  |
|  | ‘Self-cleaning’ | Any Tenderer which answers ‘Yes’ to questions in sub-sections 2.1, 2.3(a) and 3.1 should provide an explanation (in response to questions 2.2, 2.3 (b) and 3.2) of the circumstances and any remedial action it has taken subsequently to “self clean” the situation referred to in the original questions. The Tenderer has to demonstrate it has taken such remedial action, to the satisfaction of The Federation in each case.If such evidence is considered by The Federation (whose decision will be final) as sufficient, the Tenderer concerned shall be allowed to continue in the tender process.In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has:* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by The Federation to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.**Pass/Fail** |
| 4/4.1 – 4.2 | Economic and Financial Standing | The Federation will exclude any Tenderers failing to meet the minimum requirement threshold – the minimum requirements for Tenderers are the ability to provide appropriate evidence of financial standing and having the necessary annual turnover. To pass the threshold turnover test Tenderers must provide confirmation, that can be evidenced by the supporting documents mentioned, of minimum annual turnover as follows:-£15,000,000 in last accounting year;Increasing turnover over last 3 years to show business growth.**Failing to meet a minimum requirement threshold will result in a Fail.** |
| 5/5.1 – 5.3 | Group Company Information | This section is not scored as the answers to the questions are for information only but Tenderers may be excluded for providing insufficient or false information.**All sections must be completed.****Pass/Fail** |
| 6/6.1 – 6.3 | Relevant experience and contract examples | This question is not scored directly but the information contained in the Tenderer’s answers will be required for the purposes of obtaining references where required. Tenderers may be excluded for providing insufficient or false information.**All sections must be completed.****Pass/Fail** |
| 7/ | Modern Slavery Act 2015  | This section is not scored as the answers to the questions are for information only or may not be relevant to all Tenderers. |
| 8.1 | Insurance | All Tenderers must confirm that they have, or are able to obtain, the minimum levels of insurance cover noted by the contract start date. Tenderers are not required to submit copies of current insurance certificates.**Pass / Fail question – Tenderers failing to meet a minimum requirement will be rejected.** |
| 8.2 | Business Continuity | All Tenderers must confirm that they have or will implement a Business Continuity Plan. Tenderers are not required to submit a copy of their plan at this stage. **Pass / Fail question – Tenderers failing to meet a minimum requirement threshold will be rejected.** |

**Appendix 1 Part 2 Quality/Technical Evaluation (Stage 2)**

 **1.0 General**

 Any Tender that has been rejected at Stage 1 (Compliance) will not be evaluated at Stage 2 (Quality/Technical).

1.1 The Quality/Technical element of the Tender is worth fifty percent (50%) of the total score available. **Table 4** below provides a detailed breakdown of the marks available for the Quality/Technical element of this Tender.

1.2 Quality will be evaluated on the basis of a Tenderer’s written submissions in response to the Method Statement/Technical Questions at Schedule 2 ITT.

1.3 Tenderers should conform strictly to the word limits for the Method Statement Questions as indicated in Schedule 2 to this ITT. If a word limit is assigned to any question, where a response is required from the Tenderer, then the limit does not include titles or diagrams (but the words within the diagrams will count towards the word limit). Any part of a response included above the word limit may not be evaluated. Please note that embedded documents also count towards the word limit.

1.4 Each Tenderer’s response to the Method Statement/Technical Questions will be evaluated initially by individual members of the evaluation team against the published evaluation criteria set out at Table 3 below. The information will not be shared with any other parties at this stage.

1.5 Following individual evaluation of each Tender, members of the evaluation team will meet to consider each Tender and a consensus on scoring for each Tenderer’s responses will be reached.

1.6 Tenderers must achieve the minimum consensus score of 60% detailed in Table 4 or exceed this or their submission will be rejected and not evaluated any further. However, if a Tenderer achieves a score of one less than the minimum consensus score required to pass up to a maximum of two (2) Method Statement/Technical Questions against questions then the Tenderer may be awarded a ‘pass’ at the discretion of the evaluation panel if the responses are not considered to jeopardise the Tenderer’s ability to meet the overall qualitative requirements of the service.

1.7 The weighting for a question will be calculated in accordance with the following formula:

(Evaluators’ Final score / Maximum available score or points (see Table 4 below)) X Weighting (Allocated to the question)

Example: If a Tenderer is evaluated a score of 4 out of a possible 5 points for a question with a weighting of 20%, we would calculate the weighted score as follows:

(4 /5) X 20 = 16.

Therefore, the Tenderer gets 16% out of the 20% for this question. Example where the criteria has weighting of 40% :

 1.8 The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out in Table 5 below.

**Table 3**

**Scoring matrix for the technical and quality criteria**

|  |  |
| --- | --- |
| 0 | **No response.** The Tenderer did not provide a response to the question. |
| 1 | **Poor:** The response provides very little confidence |
| 2 | **Unsatisfactory:** The response provides some confidence but not to an acceptable degree. The response is partially compliant, but with serious deficiencies in supporting evidence to meet service requirements. |
| 3 | **Satisfactory:** The response provides an acceptable degree of confidence. The response includes evidence to support a compliant bid. But there are shortfalls in the evidence which means there remains some minor concerns. |
| 4 | **Good:** The response provides a good degree of confidence. The response is compliant and offers relevant evidence to support their claims, clearly indicating that service requirements would be met. |
| 5 | **Excellent:** The response provides an exceptional degree of confidence. The response is compliant and offers substantial detailed evidence to support their claims, clearly demonstrating a comprehensive understanding of the service requirements. |

**Table 4**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tenderer name** | **Score** | **Formula for score** | **Criteria weighting** | **Final (weighted) score** |
| Tenderer A | 3 | (3/5) x 40 (criteria weighting) | 40% | 24% |
| Tenderer B  | 5 | (5/5) x 40 (criteria weighting) | 40% | 40% |
| Tenderer C | 4 | (4/5) x 40 (criteria weighting) | 40% | 32% |

**Table 5**

|  |  |  |  |
| --- | --- | --- | --- |
| **Heading**  | **Weighting** | **Means of evaluation** | **Maximum Evaluator Score** |
| **MS1 :Management and supervision.** | 10 | As per criteria set out in Table 3 above. | 5 |
| **MS2 : Staffing, recruitment, vetting and training.** | 10 | As per criteria set out in Table 3 above. | 5 |
| **MS 3:Business Continuity** | 5 | As per criteria set out in Table 3 above. | 5 |
| **MS 4 :Legislative guidance and standards.** | 8 | As per criteria set out in Table 3 above. | 5 |
| **MS 5:Mobilisation** | 5 | As per criteria set out in Table 3 above. | 5 |
| **MS 6:** **Service delivery** | 4 | As per criteria set out in Table 3 above. | 5 |
| **MS 7:Food sourcing** | 3 | As per criteria set out in Table 3 above. | 5 |
| **MS8: Menus** | 8 | As per criteria set out in Table 3 above. | 5 |
| **MS9 : Menu flexibility** | 8 | As per criteria set out in Table 3 above. | 5 |
| **Heading**  | **Weighting** | **Means of evaluation** | **Maximum Evaluator Score** |
| **MS: 10 Special Diets** | 10 | As per criteria set out in Table 3 above. | 5 |
| **MS 11: Monitoring performance** | 8 | As per criteria set out in Table 3 above. | 5 |
| **MS 12:****Communication, consultation and concerns** | 6 | As per criteria set out in Table 3 above. | 5 |
| **MS 13: Social Value** | 10 | As per criteria set out in Table 3 above. | 5 |
| **MS 14: Environmental sustainability** | 5 | As per criteria set out in Table 3 above. | 5 |

**Weighted Score = (Tenderer’s Score/ Maximum Score Available) x 50%**

All scores will be rounded to the nearest 2 decimal places.

**Maximum Score Available**

**Appendix 1 Part 3 Pricing Evaluation (Stage 3)**

 Any Tender that has been rejected at or Stage 2 (Quality/Technical) will not be evaluated at this Stage 3.

* 1. All Tenderers are required to complete the pricing matrix document in full as per these instructions and the instructions included within the Pricing Matrix document.
	2. The price score is comprised of 50% which relates to the prices evaluated in the pricing matrix.
	3. Where the Federation considers that the proposed pricing is not sufficiently robust to deliver a sustainable service, it will seek further clarifications from the Tenderer. Bids that cannot demonstrate sustainability and deliverability will be rejected.
	4. The Tender must be based on rates/prices which exclude Value Added Tax. This tax, if applicable, will be paid by the Federation as an addition at the appropriate rate on the invoices related to the service when submitted.
	5. Tenderers are strongly advised that before submitting their Tender all arithmetical calculations, transfers and cost summaries must be checked for accuracy, whilst also ensuring that forms have been fully completed and signed (by an authorised person) and all necessary information supplied.
	6. Tenderers will not be allowed to adjust their initial or final bid set out on the Form of Tender or pricing matrix if that means an increase in the rates or price offered in their Tenderer. Tenderers should be aware that the Federation has a duty to investigate submitted Tenders where the price appears to be abnormally low. If the Tenderer cannot provide substantial reasons for the low prices then the Federation may disqualify their Tender.
	7. Charge to School for each

Nursery and Primary pupil School lunch - **(Section weighting – 90%)**

and

charge to School for each Adult lunch- **(Section weighting – 10%).**

1.8Each sub criteria of the pricing will be scored separately and the scores for each sub criteria accumulated into a total price score. The scoring for each sub criteria is as follows:

* The lowest priced Charge to School for each Nursery and Primary Pupil School lunch will be awarded the maximum score from this sub criteria of (**90%)**. All other tender bids will receive a proportion of the maximum score in relation to the lowest priced bid for this sub criteria of the pricing.
* The lowest priced Charge to School for each Adult Lunch will be awarded the maximum weight for this sub criteria score (**10%)**. All other tender bids will receive a proportion of the maximum score in relation to the lowest priced bid for this sub criteria of the pricing.

1.9 Each Tenderer’s score for the individual sub criteria of the pricing will then be added to arrive at their total price score.

1.10 The following formula will be used to each sub criteria of the bids: Lowest Price for the sub criteria:

- X Weighting for Price

Price of the bid being scored

1. Part 4 **Compilation of Percentages Awarded For Quality and Price**

1.1 Price and Quality scores will be added together to arrive at the most economically advantageous Tender i.e. the Tender with the highest total percentage awarded to 2 decimal places.

1.2 In the event that more than one Tenderer has the same combined Price and Quality score, the Tenderer with the highest Quality score will be ranked the highest.

1. **1.3 Example of the compilation of quality and price**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tenderer’s name** | **Total Price Score (Price & Rebate) out of maximum of 60%**  | **Quality score out of a maximum of 40%** | **Final (weighted) score**  | **Ranked position** |
| Tenderer A  | 56.64% | 30% | 86.64% | 1 |
| Tenderer B  | 58.32% | 30% | 88.32% | 2 |
| Tenderer C  | 56% | 32% | 88% | 3 |

Schedule 1 Compliance Questionnaire

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| **Section 1** | **Potential Supplier Information** |
| **Question number** | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status 1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number  |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes [ ] No [ ] N/A [ ]  |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes [ ] No [ ]  |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)? | Yes [ ] No [ ]  |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: * Name;
* Date of birth;
* Nationality;
* Country, state or part of the UK where the PSC usually lives;
* Service address;
* The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);

- Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:* Full name of the immediate parent company
* Registered office address (if applicable)
* Registration number (if applicable)
* Head office DUNS number (if applicable)
* Head office VAT number (if applicable)

(Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred supplier and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

|  |  |
| --- | --- |
| **Section 1** | **Bidding model** |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes [ ] No [ ]  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If no, and you are a supporting Tenderer please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, a group of economic operators proposing to use sub-contractors? | Yes [ ] No [ ]  |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  |

 |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the federation may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
| **Section 1** | **Contact details and declaration** |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address  |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| **Section 2** | **Grounds for mandatory exclusion** |
| Question number | Question | Response |
| 2.1(a) | Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below. |
|  | Participation in a criminal organisation.  | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes [ ] No [ ] If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above at 2.1(a) have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Yes [ ] No [ ]  |
| 2.3(a) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes [ ] No [ ]  |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The Federation reserves the right to use their discretion to exclude a potential provider where it can be demonstrated by any appropriate means that the potential provider is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |
| --- | --- |
| **Section 3** | **Grounds for discretionary exclusion**  |
|  | Question | Response |
| 3.1 | Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations?  | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations?  | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of Law due to your participation in the procurement procedure? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure an relevant documents? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes [ ] No [ ] If yes please provide details at 3.2 |
| 3.1(j)3.1(j) - (i)3.1(j) - (ii)3.1(j) –(iii)3.1(j)-(iv) | Please answer the following statementsThe organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information.The organisation is not able to submit supporting documents required under The Procurement Act.The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes [ ] No [ ] If Yes, please provide details at 3.2Yes [ ] No [ ] If Yes, please provide details at 3.2Yes [ ] No [ ] If Yes, please provide details at 3.2Yes [ ] No [ ] If Yes, please provide details at 3.2 |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Part 3: Selection Questions**

|  |  |
| --- | --- |
| **Section 4** | **Economic and Financial Standing**  |
|  | Question | Response |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes [ ] No [ ]  |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes [ ] No [ ]  |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes [ ] No [ ]  |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes [ ] No [ ]  |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Yes [ ] No [ ]  |
| **Section 5** | **If you have indicated in 1.2 that you are part of a wider group, please provide further details below:**  |
| **Name of Organisation** |  |
| **Relationship to the Tenderer completing these questions** |  |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes [ ] No [ ]  |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes [ ] No [ ]  |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes [ ] No [ ]  |
| **Section 6** | **Technical and Professional Ability**  |
| **6.1** | **Relevant experience and contract examples**Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for services should have been performed during the past three years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Tenderer is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.If you cannot provide examples, see question 6.3 |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract**  |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s). Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment . |
|  |  |
| **6.3**  | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |
| **Section 7** | **Modern Slavery Act 2015 and Climate Emergency** |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes [ ] N/A [ ]  |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes [ ] No [ ] Please provide an explanation |

**8. Additional Questions**

Tenderers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **8.1** | **Insurance** |
|  | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Employer’s (Compulsory) Liability Insurance = £5mPublic Liability Insurance = £10mProduct Liability Insurance = £10m\*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders who have no employees. | Yes [ ] No [ ]  |
| **8.2**  | Please self-certify whether you have a Business Continuity Plan in place or can commit to putting one in place prior to the commencement of the contract. | Yes [ ] No [ ]  |

Schedule 2 Method Statement (Quality/Technical Questions)

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref** | **Method Statement Heading** | **Question** | **Completion Requirements** |
| **MS1** | **Management and supervision**  | Provide information about the management structure to support this contract including experience and qualifications of key individuals. | **Use Arial font size 12 and no more than 2 sides of A4.** |
| **MS 2** | **Staffing, recruitment, vetting and training**Describe how you will recruit, train and develop kitchen staff to meet the legislative standards and to ensure they have excellent culinary and customer focused skills. Provide details of the staffing levels that will be provided including details as to how absences will be covered with suitably trained staff. |  | **Use Arial font size 12 and no more than 2 sides of A4.** |
| **MS3** | **Business Continuity**Provide a method statement that considers the range of possible events that might adversely affect the delivery of the service and how you will ensure the continuity of the service. Please also consider how you would manage a situation where demand increases i.e. Universal Free School Meals for KS2? |  | **Use no more than 2 sides of Arial font size 12. Appendices of continuity plan may be attached** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref** | **Method Statement Heading** | **Question** | **Completion Requirements** |
| **MS4** | **Legislative guidance and standards** | Please describe how you would adhere to the legislative guidance and standards detailed in the specification. | **Use Arial font size 12 and no more than 2 sides of A4.** |
| **MS5** | **Mobilisation** | Provide a mobilisation plan prior to the contract start 1st Sept 2025, assuming an indicative contract award date. Your response should identify critical path activities and dependencies (including dependencies on schools and the council) | **Use Arial font size 12 and no more than 2 sides of A4.****An appendix showing a Gantt chart may be attached. An appendix showing a Gantt chart may be attached.** |
| **MS6** | **Service delivery** | Please provide your experience of operating multi-site contracts of 3 sites. How will you successfully manage the contract to ensure consistency across the sites? | **Use Arial font size 12 and no more than 2 sides of A4.** |
| **MS7** | **Food sourcing** | Please describe how you will source food to ensure high standards of provenance and traceability using fresh environmentally sustainable and seasonal ingredients, in accordance | **Use Arial font size 12 and no more than 2 sides of A4** |

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| **Ref** | **Method Statement Heading** | **Question** | **Completion Requirements** |
| **MS8** | **Menus** | Provide your proposed menu cycles for the academic year, indicating portion sizes for the different age range of customers, in line with the service specification. Show which dishes are provided from fresh, frozen, tinned or packet and state how you will ensure your menus comply or exceed the contract specification. Include a packed lunch menu for outings. | **Use Arial font size 12 and no more than 2 sides of A4.****Appendices of menus may be attached.** |
| **MS9** | **Menu flexibility** | Please describe how your core lunchtime menu for pupils and staff can react flexibly to cover the needs of individual sites and what system you will put into place to ensure all customers receive their preferred menu selection as per the contract specification. | **Use Arial font size 12 and no more than 1 side of A4** |
| **MS10** | **Special Diets** | Describe what system you will put into place to meet cultural or medical diets and how you will ensure the safe production and service of meals to pupils and staff with allergies and intolerances. | **Use Arial font size 12 and no more than 2 sides of A4 Appendices for the special diet menus may be attached** |

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| **Ref** | **Method Statement Heading** | **Question** | **Completion Requirements** |
| **MS11** | **Monitoring performance**  | Describe how you would monitor performance. Include the systems you will use to monitor and demonstrate actual performance. | **Use Arial font size 12 and no more than 4 sides of A4** |
| **MS12** | **Communication, consultation and concerns** | Outline how will you seek pupil/student, parent and staff feedback and take it into account – e.g. when reviewing menus, developing and improving the Service etc. Please provide an outline of your strategies for: gathering feedback, reviewing suggestions and reporting the feedback back to the Customer? Indicate how you will respond to Customer feedback and deliver continuous improvement in the overall Service. Detail how you would deal with parental requests, concerns. | **Use Arial font size 12 and no more than 2 sides of A4** |
| **MS13** | **Social Value** | Describe how you will offer paid/unpaid work experience and employment opportunities for hard to reach groups in Sutton. For instance, young people who are NEET (Not in Education, Employment or Training), Care Leavers and adults with severe learning disabilities?Describe how you will work with schools and families to support and embed healthy eating? | **Use Arial font size 12 and no more than 2 sides of A4.** |

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| **Ref** | **Method Statement Heading** | **Question** | **Completion Requirements** |
| **MS14** | **Environmental sustainability**  | Describe what you will do to proactively contribute towards the delivery of the Federation’s Environmental Sustainability strategy and the Environmental Sustainability Commitment for School Catering, particularly relating to single use plastics, zero carbon emissions and food waste. | **Use Arial font size 12 and no more than 2 sides of A4** |

Schedule 3 Commercially Sensitive Information.

I declare that I wish the following information to be designated as commercially sensitive and to be appended to the Contract at Schedule 8.

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The reason(s) it is considered that this information should be exempt under FOIA is:

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The period of time for which it is considered this information should be exempt for a period of [Please insert number and remove square brackets] years until [Please insert day, month and year and remove square brackets].

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|  Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name (PRINT): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Position: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Schedule 4 Form of Tender

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| **To:** The Federation of Hackbridge Primary School and Spencer Nursery School. |
| **From:** [Please insert name of Tendering organisation and remove square brackets]**Date** [Please date and remove square brackets] |
| **Title:** The Provision Of Catering Services To The Federation Of Hackbridge Primary School and Spencer Nursery School.   |
| We [Please insert name(s)and remove square brackets] the undersigned, having examined the ITT and all other schedules, do hereby offer to provide the catering/ school meals services as specified in those documents and in accordance with the attached documentation to the Federation commencing on the Commencement Date and continuing for the period specified in the ITT for a sum of [Please insert amount and remove square brackets].If this offer is accepted, we will execute such documents in the form of the Draft Contract within twenty-eight (28) days of being called on to do so.We agree that before executing the contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Federation or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Federation and the [Please insert name of Tendering organisation and remove square brackets] .We further agree with the Federation in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.8 of the ITT.We further undertake and it shall be a condition of any contract, that:* The amount of our Tender has not been calculated by agreement or arrangement with any person other than the Federation and that the amount of our Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Federation.
* We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Federation or The London Borough of Sutton in connection with the award of the contract and that no person employed by us has done or will do any such act.
* We will keep our Tender open for acceptance for one hundred and twenty (120) days from the Deadline.

We warrant that we have all requisite authority to sign this Tender and confirm that we have complied with all the requirements of the ITT. |
| Signature |  |
| Name and status | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Signature |  |
| Name and status |  |
| For and on behalf of | [Please insert name of tendering organisation and remove square brackets] |