

**INVITATION TO TENDER**

Supply of Prepared Sandwich Products

Falmouth Exeter Plus Reference Number: **863FXPLUS**

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| --- | --- |
| **VERSION CONTROL** | |
| **Project Leader:** Nigel McAlwane | **Procurement Officer:** Michael Carlyon |
|  |  |
| **Version:** 4.0 | **Date:** 19/09/2016 |

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#### PART 1

#### Introduction

Dear Sir or Madam,

**Re. Invitation to Tender for the Supply of Prepared Sandwich Products**

You are invited on behalf of Falmouth Exeter Plus to quote for the requirement as set out within this document.

Falmouth Exeter Plus (hereafter referred to as FX Plus) is a company limited by guarantee and the service delivery partner established by Falmouth University and the University of Exeter to deliver their shared Higher Education services in Cornwall.

The services include Academic & Student Support; Campus; Estates & Development and ICT services. FX Plus currently delivers these services to 5,633 students and 982 members of staff at a shared campus, Penryn Campus, in the heart of rural Cornwall and Falmouth University’s second campus three miles away. The £200M Penryn Campus has been funded by the European Regional Development Fund’s Objective One and Convergence Programmes, and the UK government to stimulate Cornwall’s economic regeneration.

Falmouth Exeter Plus is regulated by the Higher Education Funding Council for England.

Tenderers are required to submit a tender in accordance with the instructions as set out in this Invitation to Tender (ITT). These instructions are intended to ensure that all Tenderers are treated fairly, equally and in a non-discriminatory manner. Failure to comply with these instructions may result in the rejection of the tender.

Tenders submission details are included in Section 3 of this document.

The deadline for the submission of Tenders is **12:00 Noon on Thursday 6th October 2016.**

Yours faithfully,

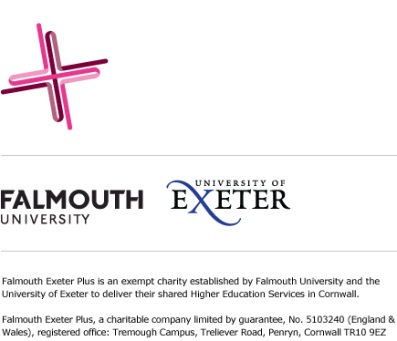
Mike Carlyon

Procurement

**Falmouth Exeter Plus**

Penryn Campus, Penryn, Cornwall TR10 9EZ

Email: [Procurement@fxplus.ac.uk](file://tremictssan.fal.ac.uk/staffdocs/CJ159335/My%20Documents/CJ%20Stuff/Procurement@fxplus.ac.uk)



#### 

#### PART 2

**SCOPE OF REQUIREMENT**

Falmouth Exeter Plus seeks to appoint a single provider for the supply of quality prepared sandwiches, baguettes, wraps, and toasting products, at competitively priced rates, whilst meeting the required delivery times to the Penryn and Falmouth Campuses.

**Duration of Contract**

Falmouth Exeter Plus is looking for an agreement of 1 year. The relatively short duration of the contract allows a period of time for FX Plus to assess the longer term requirement and strategy for sandwich products.

**Delivery Locations & Quantities**

Deliveries will be required to four sites on the Penryn Campus and one site on the Falmouth Campus. The campuses are situated approximately 4 miles apart.

The following table details the required sandwich delivery locations and the respective estimated quantities inside and outside of term time.

|  |  |  |  |
| --- | --- | --- | --- |
| Delivery Locations | | Estimated Daily Quantities (Mon - Fri during term time) | Estimated Daily Quantities (Mon – Fri outside of term time) |
| Penryn Campus, Treliever Road, Penryn,  Cornwall  TR10 9FE | **Lower Stannary** | **Qty. 100**  Sandwiches, wraps, rolls and baguettes (Monday to Friday). | **Qty. 30**  Sandwiches, wraps, rolls and baguettes (Monday to Friday). |
| **The Campus Shop** | **Qty. 140**  Sandwiches, wraps, rolls and baguettes (Monday to Saturday). | **Qty. 90**  Sandwiches, wraps, rolls and baguettes (Monday to Saturday). |
| **Performance Centre Café** | **Qty. 40** Sandwiches, toasting products, wraps, rolls and baguettes (Monday to Saturday). | **Qty. 15** Sandwiches, toasting products, wraps, rolls and baguettes (Monday to Saturday). |
| **Koofi Café** | **Qty. 20**  Sandwiches, toasting products, wraps, rolls and baguettes (Monday to Saturday). | **Qty. 5**  Sandwiches, toasting products, wraps, rolls and baguettes (Monday to Saturday). |
| Falmouth Campus, Woodlane,  Falmouth,  Cornwall TR11 4RH | **The Foxhole Café** | **Qty. 70** Sandwiches, toasting products, wraps, rolls and baguettes (Monday to Saturday). | **Qty. 10** Sandwiches, toasting products, wraps, rolls and baguettes (Monday to Saturday). |

* To efficiently cater for the fluctuations in student and guest numbers, ordering patterns and quantities may vary
* Deliveries will be required to one or more locations during Bank Holidays.
* Closure dates 24th December to 1st January inclusive and Good Friday to Easter Monday inclusive

**Fillings and Bread Carriers**

Provenance is of great importance to comply with Falmouth Exeter Plus’s Sustainable Food Policy commitments; this means:

* Locally sourced ingredients (local to the supplier)
* Eggs must be free range and all meat content will be fully traceable to source and certified to a high welfare standard.

Evidence will be requested as part of the submitted tender documents to verify all statements.

The amount of filling in each sandwich needs to offer value for money.

The range offered should include a good choice of meat, fish, cheese, vegetarian and halal – the preferred supplier would also be able to offer vegan and gluten free options.

Bread carriers should be balanced across the range. An offer of white, brown, wholegrain and speciality should be included.

Suppliers will be expected to include a choice of at least 3 different toasting/heated products in their submission e.g. paninis

**Customer Information/Point of Sale (POS)/Packaging**

The labelling on all delivered products must be compliant with EU Regulation:

No. 1169/2011 on the provision of food information to customers. All products will need to display the price and suitability (vegan, dairy-free and halal etc.)

Sandwiches must be packed in food grade packaging material that is environmentally friendly and maintains a safe product.

The packaging should not only help preserve and protect the product, but also to make it attractive to the consumer.

**Pricing**

Prices will remain fixed from the award date and for the duration of the 1 year contract.

**Ordering and Deliveries**

All goods must be accompanied by a fully itemised invoice or delivery note clearly stating purchase order number.

**Deliveries to the Lower Stannary, The Campus Shop and Fox Café.**

FXPlus will reserve the right to terminate/adjust any standing orders with at least 24hrs notice from a deadline agreed with the successful Tenderer. Deliveries will be expected no later than 09:00am.

The sandwiches must be received at the correct temperature and temperature checks will be carried out randomly by the Retail team.

**Vehicles**

All delivery vehicles must be in good clean condition. The condition and specification of the vehicle must comply with current regulations relating to Food Safety and transportation standards.

Authorised personnel should be allowed to inspect the interior goods area of the vehicle to ensure the delivery vehicle complies with current regulations and ascertain the goods have been delivered in a safe condition. Deliveries may be rejected if they do not meet requirements. These include, but are not limited to, the following:

* Late delivery
* Delivery to an undesignated delivery area
* Poorly labelled or packaged goods
* Non-compliant temperature control
* Inappropriate or unhygienic transport
* Expired or soon to expire use-by date

**Delivery Personnel**

Delivery personnel should be in clean work-wear with identification when supplying sandwiches. These personnel must take every precaution to protect the products delivered from cross contamination.

To ensure there is compliance with this specification the delivery person should be able to assist with any reasonable request made to the hygienic delivery of the product.

**PART 3**

**INSTRUCTIONS TO TENDERERS**

**Timetable**

The dates as detailed in the table below are indicative only. FX Plus does not guarantee to complete each phase by the date stated and reserves the right to make changes to the timetable.

|  |  |  |
| --- | --- | --- |
| Tender Process (Indicative) | Stage | Date |
| Tender released | 20th September 2016 |
| Deadline for Clarification Questions | 12:00 Noon, Wednesday 28th September 2016 |
| Deadline for Receipt of Tenders | 12:00 Noon, Thursday 6th October 2016 |
| Tasting Evaluation | W/C 10th October 2016 |
| Award of Contract | W/C 17th October 2016 |

Only Tenderers who respond in accordance with the submission requirements may be considered. During the tender period, Falmouth Exeter Plus and Falmouth University staff, its consultants and project team members should not be contacted as this may lead to disqualification from the Tender. All correspondence, clarification questions etc. (whether before or after the final submission of tender) are to be directed to [procurement@fxplus.ac.uk](mailto:procurement@fxplus.ac.uk)

FX Plus reserves the right to amend or withdraw the ITT at any stage of the tendering process.

**Receipt of Tenders**

Tender submissions should be e-mailed to[**Procurement@fxplus.ac.uk**](mailto:Procurement@fxplus.ac.uk) and will be received up to **12:00 Noon on Thursday 6th October 2016.**

It is the Bidder’s responsibility to ensure that their completed bid is uploaded, in full, no later than the date and time above. Tenders will not be considered if the complete information called for is not provided by the closing date and time stated in this document.

Bidders must complete their ITT in full and submit any supporting documentation and other evidence as requested within this ITT. Omissions or exceptions may invalidate a Tender.

Tenderers may upload their completed tender response and attachments at any time before the stated closing date and time for submission.

**Confidentiality**

Tenderers must treat the ITT and all associated documentation supplied by Falmouth Exeter Plus as confidential.

**Questions/Clarifications**

All enquiries and communications relating to the tender requirements should be addressed in the first instance to [**Procurement@fxplus.ac.uk**](mailto:Procurement@fxplus.ac.uk)

Please note that the deadline for receipt of clarifications from potential Tenderers is **12:00 Noon Wednesday 28th September 2016.**

No approach of any kind in connection with the ITT should be made in any other manner, or to any other person within, or associated with FX Plus (including its representatives).

FX Plus intends to provide all information that is relevant to all Tenderers, even if this information is only requested by one Tenderer.

**Amendments to Tenders**

FX Plus may at any time prior to the Tender return date, amend the ITT. Any such amendments shall be notified to Tenderers in writing.

If FX Plus issues any circular letter to Tenderers during the Tender period to clarify the interpretation, to be placed on part of the documents, or to make any changes to them, such circular letters will form part of the ITT. Accordingly all Tenderers will have been deemed to take account of these in preparing their submission.

**Language**

The official language of the Tenders is English. All Tenders must be submitted in English, including all additional information.

**Financial Data**

Any financial data provided must be submitted in, or converted into, pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

**Deviations**

Information or supplementary material, unless specifically called for in subsequent communication, will not be considered.

**Overseas Tenders**

Overseas Tenderers should note that, for Customs purposes, no commercial value should be assigned to any postal or courier documentation for the Tender. Assignment of commercial value may cause your submissions to be delayed and returned to you unopened.

**Tender Materials**

All material which is submitted as part of your response to the Tenders will be retained by FX Plus and will not be returned to Tenderers.

**Tender Requirements**

Please answer all of the questions below. Failure to answer the questions may result in disqualification from the process. Please ensure that your submitted answers are in the order given below and where possible in the boxes as indicated alongside the questions. Please provide clear indications of any appendices/supplementary information and be succinct as possible.

**Right to Reject Tender**

FX Plus is under no obligation to accept any Tender and does not bind itself to accept the lowest or any Tender for all or any part of the requirement. FX Plus will not accept responsibility for any expense or loss which may be incurred by any Tenderer in relation to the tendering process, including in the preparation of the Tender, attendance at any presentations, site visits etc.

#### Preliminary Compliance Review

The information supplied in Tender responses will be checked for completeness and compliance with the requirements of the ITT before the wider Tender responses are evaluated. The preliminary compliance review will check that Tenderers have:

* answered all questions (or explain satisfactorily if considered not applicable);
* submitted a Tender in the format and medium required; and
* have signed the Form of Tender and Certificate of Non-Collusion documents as attached at appendices 1 and 2 respectively.

Where in the opinion of FX Plus a response is non-compliant, the Tender may be excluded from further consideration. Failure to provide a satisfactory Tender response (or any Tender response) to any element of the ITT may result in FX Plus not proceeding further with that Tender.

**PART 4**

**EVALUATION & AWARD CRITERIA**

Unless otherwise stated, the scoring mechanisms will be used to score the responses to the tender deliverables, with the objective of helping to determine clearly:

* compliance with Falmouth Exeter Plus’ requirements, whether in part or totally; and
* the most economically advantageous tender.

Tenders will be evaluated using the Quality/Service Delivery Questionnaire (Part 2) to evaluate quality and the Pricing Schedule (Part 3) to evaluate price.

**Please note that the successful Tenderers response will form part of the contract.**

Where in the opinion of Falmouth Exeter Plus a response is non-compliant, the potential Tenderers may be excluded from consideration. Failure to provide a satisfactory response (or any response) to any element of the ITT may result in Falmouth Exeter Plus not proceeding further with that potential Tenderer.

There are two stages to the evaluation process:-

1. **Selection Stage -** Based upon the Tenderers response to the Supplier Selection Questionnaire in this ITT. The total maximum weighted score for this stage will be 70% (Service Delivery 35%, Price 35%). Only the 3 highest scoring Tenderers at this stage will be invited to attend the Product Tasting Stage of the process.

1. **Product Evaluation Stage –** Onlythe 3 highest scoring Tenderers from the Selection Stage will be invited to submit their products to FX Plus for the Product Tasting Stage. The total maximum weighted score for the Product Tasting Stage will be 30%.

|  |  |  |
| --- | --- | --- |
| 1. Selection  Stage | Section | Weighting |
| Part A. Company Information | Information Only |
| Part B. Company Information | Pass/Fail |
| Part C. Service Delivery | 40% |
| Part D. Price | 30% |
| Part E. References | Information Only |
| 2. Product Evaluation Stage | Product Tasting | 30% |

**The scores from the Selection and Product Evaluation Stages will be added together. The tenderer with the highest overall score will be contacted by FX Plus with a view to awarding the Contract. However, if the Tenderer’s are not able to fully demonstrate their ability to meet the requirements of the service, to the entire satisfaction of FX Plus, we reserve the right not to award the Contract.**

**Information Only Questions**

These must be completed but will be used for information purposes only and not scored. However, failure to provide sufficient information as requested may still lead to disqualification for non-compliance. It is important that where a question does not apply this is recorded as ‘Not applicable’ or ‘None’ in the spaces provided.

**Pass/Fail Questions**

These criteria will be scored on a pass/fail basis. In the event of Tenderers being awarded a fail against any of these criteria the Tenderers may be excluded from the process and the remainder of the bid may not be evaluated.

**Scored Questions**

The Supplier Selection Questionnaire will be evaluated and scored. The total score for each section within the Supplier Selection Questionnaire will be multiplied by the relevant weighting to produce the final weighted score.

Each answer provided by the Tenderers will be assessed against Falmouth Exeter Plus’ requirements and allocated a score from 0-5 as defined below:-

|  |  |
| --- | --- |
| **SCORE** | **DETAILS** |
| **5 Very Good** | The response by the Tenderer provides a very high degree of confidence of being able to support the achievement of the intended outcomes of the Project.  The response is fully detailed with appropriate explanations and supporting evidence, there are a limited number of minor issues and no major issues.  The response demonstrates many more strengths than weaknesses, that any desired standards will be exceeded in most respects |
| **4 Good** | The response by the Tenderer provides a high degree of confidence of being able to support the achievement of the intended outcomes of the Project.  The response is detailed with appropriate explanations and supporting evidence, there are a number of minor issues and a limited number of major issues.  The response demonstrates more strengths than weaknesses, that any desired standards will be exceeded in some respects |
| **3 Acceptable** | The response by the Tenderer provides an acceptable degree of confidence of being able to support the achievement of the intended outcomes of the Project.  The response is sufficiently detailed with some appropriate explanations and supporting evidence, there are a number of minor issues and a limited number of major issues.  The response demonstrates more strengths than weaknesses, that any desired standards will be met. |
| **2 Concern** | The response by the Tenderer gives rise to some concerns about being able to support the achievement of the intended outcomes of the Project.  The response has limited detail with limited appropriate explanations and supporting evidence, there are a number of minor issues and a number of major issues.  The response demonstrates less strengths than weaknesses, that any desired standards may not be met. |
| **1 Poor** | The response by the Tenderer gives rise to many concerns about being able to support the achievement of the intended outcomes of the Project.  The response has limited detail with limited appropriate explanations and supporting evidence, there are many minor issues and a high number of major issues.  The response demonstrates less strengths than weaknesses, that any desired standards are unlikely to be met. |
| **0 Unacceptable** | The response by the Tenderer is non-compliant; the response gives rise to many concerns about being able to support the achievement of the intended outcomes of the Project.  The response has insufficient detail with virtually no appropriate explanations and supporting evidence, there are many minor issues and a high number of major issues.  The response demonstrates less strengths than weaknesses, that any desired standards are highly unlikely to be met. |

The scoring for the Pricing section will be based on the following criteria:-

* Weighting for Pricing section 30%
* The Tenderer with the lowest total price will be awarded full marks.
* Remaining prices from other Tenderers will be compared with the lowest cost and awarded the relevant proportion/percentage of the possible score.

Price scoring example:

If Tenderers A offers a price of £200, Tenderers B £300 and Tenderers C £400. The allocated scores would be as follows:-

Tenderers A: 30 marks

Tenderers B: £200/£300 x 30 = 19.99 marks

Tenderers C: £200/£400 x 30 = 15.00 marks

**Product Evaluation Stage**

Only the 3 highest scoring Tenderers from the Selection Stage will be invited to present their products to an evaluation/tasting panel at FX Plus.

The focus of this stage will be on issues directly relating to the quality, taste and appearance of the products, including the packaging. Products will be evaluated by a panel who will individually mark each Tenderer’s products out of a maximum score of 5, as defined below. These scores will then be combined to give an overall score. The total maximum weighted score for the product tasting will be 30%.

Full details regarding the Product Evaluation Stage, will be notified to the relevant Tenderers in advance.

|  |  |
| --- | --- |
| **SCORE** | **DEFINITION** |
| **5 Excellent** | Product is:   * balanced in terms of flavour * bindings are moderate in quantity and flavoursome where stated e.g. tikka/Mexican etc * spread is kept to a minimum * sufficient filling for the bread carrier * the carrier is moist without being soggy and complements the filling * the sandwich smells appealing * product and packaging looks very appealing |
| **4 Good** | Good all-round sandwich:   * good taste, complementary combination of flavours * spread is kept to a minimum * bread carrier is suitable for the filling * sandwich is filled sufficiently * product and packaging looks appealing |
| **3 Satisfactory** | Fulfils the description, but either filling **or** carrier could improve through taste, smell, texture or reduced amount of spread. Packaging meets the requirement, but would benefit from improvement. |
| **2 Moderate** | Taste and flavours good but quality of fillings **and** carriers need improving. Packaging is not particularly appealing. |
| **1 Poor** | Insufficient filling for size of the bread carrier e.g. meat does not cover surface of bread carrier. Packaging is poor quality and is not appealing. |
| **0 Unnaceptable** | Bread carrier dry, filling is tasteless and is insufficient for the carrier. Packaging is very poor quality and unattractive. |

**PART 5**

**TENDER QUESTIONNAIRE**

#### SECTION 1 - Tenderer Qualification Questionnaire

1. The Qualification Questionnaire has been designed to assess the suitability of the Tenderers tendering for FX Plus Contract requirement(s) and must be completed by all Tenderers in accordance with the instructions provided in this ITT. Tenderers are required to satisfy the evaluation criteria for each Part in order to be eligible for consideration in Section II of the selection process.

|  |  |  |  |
| --- | --- | --- | --- |
| **SECTION 1 – Tenderers Information** | | | |
| **This section is for information only however it *must* be completed in full. Where sections do not apply, Tenderers should indicate that this is the case and why. This question should be completed by the Tenderer Organisation and any Relevant Organisations (if applicable).**  **Trading Name:** | | | |
| **Registered Address:** | | | |
| **Telephone Number:** | | | |
| **Email Contact Address:** | | | |
| **Main Contact of the Tenderer Organisation empowered to represent the Tenderer in all dealings of a contractual nature once the contract is awarded.**  Name:  Position:  Address:  Telephone:  Mobile (optional):  E-Mail: | | | |
| **Internet Website Address:** **(Optional)** | | | |
| **Type of Organisation** (e.g. Private, Private Limited Company, Partnership, Local Authority, Voluntary Body, and Registered Charity) Please provide details of the organisation's structure. | | | |
| **Registered Business Number:**  **Date of Registration:** | | | |
| **VAT Registration Number:**  **Ownership:** If your company is owned by a parent company, please identify the name(s) of parents and clearly identify the relationship. | | | |
| **Please confirm whether your Organisation is considered one of the following. (Optional)**  *Double-click in boxes to check relevant box*  Micro enterprise – Staff < 10, Turnover < €2 million, Balance sheet < €2 million  Small enterprise – Staff < 50, Turnover < €10 million, Balance sheet < €2 million  Medium sized enterprise – Staff < 250, Turnover < €50 million, Balance sheet < than €43 million  Large sized enterprise – Staff >250, Turnover > €50 million, Balance sheet > than €43 million  **This question is optional/for information to gather data for Falmouth Exeter Plus** | | | |
| If your Organisation is owned/run by any of the following, please tick relevant box **(Optional)**  BME (Black, ethnic, community/voluntary group)  Community Interest Companies (CIC)  Companies owned or managed by women  Owned or run by Disabled People  Business owned by Lesbian, Bisexual, Gay or Transsexual  **This question is optional/for information to gather data for Falmouth Exeter Plus** | | | |
| **SECTION 2 - Grounds for Exclusion [‘Pass’ / ‘Fail’]** | | | |
| You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).  If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact Falmouth Exeter Plus for advice before completing this form.  **All of the questions in Section 2 are Pass/ Fail – if the Tenderer responds “Yes” to any of these questions, this may constitute a “Fail”** | | | |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | | **Please indicate your answer by marking ‘X’ in the relevant box** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; | |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; | |  |  |
| 1. the common law offence of bribery; | |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; | |  |  |
| 1. e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: | | | |
| (i) the offence of cheating the Revenue; | |  |  |
| (ii) the offence of conspiracy to defraud; | |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978 | |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; | |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; | |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; | |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; | |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or | |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; | |  |  |
| 1. any offence listed— | | | |
| (i) in section 41 of the Counter Terrorism Act 2008; or | |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; | |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); | |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; | |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; | |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; | |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; | |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009; | |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or | |  |  |
| n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive— | | | |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or | |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. | |  |  |
| **2.2 Non-payment of taxes**  Has it been established 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? | |  |  |
| **SECTION 3 - Economic and Financial Standing** | | **Tenderer’s Response** | |
| **A. Dunn and Bradstreet Financial Check**  Falmouth Exeter Plus may run a Dunn and Bradstreet (D&B) financial check on Tenderers and take a considered view on the likelihood of business risk and failure. Tenderers with D&B Failure Rating of 60 or less will be requested to provide further financial information / clarifications.  For businesses not covered by the D&B report, these businesses will be requested to supply a minimum of 3 years accounts / or as trading history if 3 years of accounts are not available.  The following financial ratio will be used to access business risk and failure for those business not covered by a D&B report.  Current Ratio: = Current Assets / Current Liabilities  Falmouth Exeter Plus may request further clarification on any D&B Failure rating.  ***Pass/ Fail – In the event that a Tenderer achieves a D&B Failure rating of 60 or less, or does not meet satisfactory financial ratio checks, this may constitute a ‘Fail’.*** | | This organisation consents to a D and B Check | |
| **B. 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 = £1,000,000 Public Liability Insurance = £1,000,000 Product Liability Insurance = £5,000,000  ***Pass/Fail – These are the minimum insurance threshold. If a Tenderer is unable to satisfy this minimum threshold (or commit to obtain the relevant insurances), this will constitute a fail.*** | | Yes  No | |
| **SECTION 4 - Legislative Compliance** | | **Tenderer’s Response** | |
| **A – Compliance with Equality Legislation**  For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | | |
| 1. In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | | Yes  No | |
| 2. In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this section, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from recurring.  **You may be excluded if you are unable to demonstrate to Falmouth Exeter Plus’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination recurring.**  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | | Yes  No | |
| **B – Modern Slavery Act** | | | |
| The Tenderer shall agree to comply with the provisions of the Modern Slavery Act 2015 and ensure that all its sub-contractors also comply.  ***Pass/Fail – In the event that a Tenderer answers ‘No’ to this question, this may constitute a ‘Fail’*** | Yes  No | | |
| **C – Environmental Management** | | | |
| Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?  If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  **Falmouth Exeter Plus will not select Tenderer(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless Falmouth Exeter Plus is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.**  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | | Yes  No | |
| **D – Health & Safety** | | | |
| 1. Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.  ***Pass/Fail – In the event that a Tenderer answers ‘No’ to this question, this may constitute a ‘Fail’*** | | Yes  No | |
| 2. Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  **If your answer to this question was “Yes”, please provide details in a separate Appendix of any en**f**orcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.**  **Falmouth Exeter Plus will exclude Tenderer(s) that have been in receipt of enforcement/remedial action orders unless the Tenderer(s) can demonstrate to Falmouth Exeter Plus’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.**  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | | Yes  No | |
| **SECTION 5 - Conflicts of Interest** | | | |
| Do any potential conflicts of interest exist between this work, any senior member of your company or any member of Falmouth Exeter Plus?  **If the answer is ‘Yes’ consideration will be given to the conflicts, the potential impact on the Contract or the Procurement and how this can be managed in order to protect all parties. Should there be a conflict that, in Falmouth Exeter Plus’s opinion, could not be suitably managed then this would constitute a ‘Fail’.**  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | | Yes  No  If Yes, please provide further details | |
| **SECTION 6 – Termination** | |  | |
| Has the Tenderer Organisation ever had a contract terminated as a result of non-compliance or non-performance within the last three years? This section only applies to termination of a contract relevant to the services/goods required to be provided as part of the Contract.  **If answer is ‘Yes’, please provide details of such termination. Consideration will be given to the reasoning behind the termination. Falmouth Exeter Plus will exclude Tenderers who cannot reasonably demonstrate that appropriate remedial action has been taken to prevent similar circumstances arising and resulting in termination of any contract awarded as a result of this procurement.**  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | | Yes  No  If Yes, please provide further details | |
| **SECTION 7 – Terms and Conditions & Service Level Agreement** | | | |
| The applicable Terms and Conditions are available to view at appendix 4 and Service Level Agreement (SLA) at Appendix 5.  If there are specific clauses in either document which cannot be agreed to please set these out and provide an explanation.  Please note that doing this does not guarantee Falmouth Exeter Plus’s acceptance to varied terms and conditions or SLA. Falmouth Exeter Plus holds at its discretion the right to disqualify Tenderers who do not agree to Falmouth Exeter Plus’s Terms and Conditions or to the contents of the SLA.  ***Pass/Fail – In the event that a Tenderer is not willing to accept Falmouth Exeter Plus’s contract, this may constitute a ‘Fail’.*** | | Please indicate that you are tendering in agreement of these terms and Service Level Agreement by selecting the box | |
| **SECTION 8 - University’s Policies** | | | |
| The successful Tenderer should be aware of the following University policies and procedures and shall accept and support Falmouth Exeter Plus in compliance with the same principles over the life of the contract period:  **Sustainability and Awareness**  <http://www.fxplus.ac.uk/work/sustainability>  **Sustainable Procurement**  <http://www.fxplus.ac.uk/work/sustainability/sustainability-policy-and-strategy>  **Health and Safety Policy**  <http://www.fxplus.ac.uk/work/health-safety>  **Freedom of Information Act**  <http://www.fxplus.ac.uk/sites/default/files/documents/fx_plus_foi_charging_policy_oct_2013.pdf>  Please confirm that you agree to follow the principles in these policies during the life of the contract.You may wish to provide copies of relevant policies of your own.  Please confirm that you agree to follow the principles in these policies during the life of the contract. You may wish to provide copies of relevant policies of your own. | | Yes  No | |

**SECTION II – Quality & Service Delivery**

**Weighting 40%**

**This section will be scored**

Tenderers must submit a full response to all questions in this section. Please note that failure to provide a completed response, in the correct format, or failure to provide any additional information that may be requested, may result in failure of your Tender.

Each answer provided will be scored out of a possible 5 marks as stipulated in Section 4.2 of this document.

Tenderers must be explicit and comprehensive in their responses to the questions. Tenderers are advised neither to make any assumptions about any past or current supplier relationships with FX Plus nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

Please provide answers to each individual question in the correct order and in the spaces provided. To aid the evaluation process please do not embed any files in your response, instead where required, clearly mark all appendices for each response provided. Any aspects of your Tender which are essential to the quality, cost and delivery of the service must be incorporated into the response.

Each question is individually weighted.

|  |  |  |  |
| --- | --- | --- | --- |
| NO. | QUESTION | SUB - WEIGHTING | ANSWER |
| 1 | Tenderers are asked to submit details of their proposed service and how they plan to deliver a reliable and cost effective service in order to meet FX Plus’s requirement as detailed in the Scope of Requirement. **As a minimum**, please include the following information in your answer:-   * Details of the full product range that you are able to offer * Full details on how your products will be labelled and packaged * How you would meet FX Plus’s delivery requirements * Details on your delivery vehicles and how they conform to current regulations relating to Food Safety and Transporation. * Customer complaints procedure and return of unsatisfactory goods. | 20% |  |
| 2 | Due to operational reasons FX Plus may, on occasion, require additional daily deliveries, please state whether you are able to provide these and whether there would be a cost to this. | 8% |  |
| 3 | Please provide details of how you will support FX Plus throughout the life of this agreement with regards to marketing (both general and specific campaigns/promotions) of the retail outlets. Please also provide details as to how you would aim to grow sales at these outlets. | 5% |  |
| 4 | Locally sourcing is an important area of FX Plus’s Sustainable Food Policy. Please provide details and evidence of:-   * Any locally sourced produce in your ingredients. * Any products from higher welfare systems and/or food assurance schemes. e.g. free range, Red Tractor etc. | 7% |  |

#### SECTION III – Pricing

#### Weighting 30%

**This section will be scored.**

A selection of commonly ordered products are listed in the spreadsheet at Appendix 1.

Tenderers are requested to provide all required cost details for the products as listed. All costs associated with the supply of the products, including delivery costs, must be included. FX Plus will not accept liability for any costs omitted from the price(s) that the Tenderer has not declared in their Tender response.

All prices to be inclusive of VAT.

**Tenderers will be evaluated/scored on the** **total price for the list of sandwich products.**

Please ensure that all boxes are completed in the spread sheet table. Please try to offer a like-for-like product to those listed, or offer a near match. Tenderers will be deducted 2 marks for every product that they are unable to supply, or that FX Plus deems does not meet the requirement.

**N.B. A tender submission will be deemed invalid if any tenderer is unable to provide 3 or more of the listed products.**

**It is an important aspect of FX Plus's requirement that Tenderers offer competitively priced products that meet excellent quality standards in both the food product itself andin its presentation/packaging.**

Tenderers are asked to submit a single proposal only for evaluation. FX Plus will not accept alternate/optional proposals.

**Appendix 1**

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**SECTION IV – References**

**This section is for information only and will not be scored.**

Please provide details of 2 recent Contracts that are relevant to FX Plus’s requirements.

Please note that FX Plus may elect to contact any of the given companies to verify the information provided. Your permission to do so will be assumed unless you explicitly state any objections.

|  |  |  |  |
| --- | --- | --- | --- |
| Customer Name and Address | Contact Name and E–mail Address | Date Contract Awarded / Completed | Contract reference, brief description of service undertaken and approximate value. |
|  |  |  |  |
|  |  |  |  |

**PART 6**

**Appendix 2**

**FORM OF TENDER**

To: Falmouth Exeter Plus

Dear Sir/Madam,

I/We the undersigned, hereby Tender and offer to provide the services under the Contract as listed below which is more particularly referred to in the Invitation to Tender (“ITT”) supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

Attached to this Form of Tender are the following:

1. My/our response to the issues raised in the ITT; and

2. A signed Certificate of Non Collusive Tendering and non-Canvassing.

I/We confirm that we accept the Contract as issued with the ITT / we have provided a marked-up copy of the Contract clearly identifying any amendments we deem necessary.

I/We understand that Falmouth Exeter Plus reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 60 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the Contractual obligations contained in the ITT and the Contract.

I/We certify that this offer is made without prejudice to our liability for breach of any of our obligations under the Contract and (the Tenderer) shall be liable for and shall indemnify Falmouth Exeter Plus against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law in respect of:

* any financial or economic loss
* in consequence of or in any way arising out of any infringement of any copyright, patent etc. applying to the design, equipment and, or services supplied and in consequence of or in any way arising out of any defect in the design, equipment and, or services or the delivery and, or installation and, or commissioning (as appropriate) of the design, equipment and, or services by the Tenderer, its servants or agents except insofar as such loss, damage or injury shall have been caused by negligence on the part of Falmouth Exeter Plus, its servants or agents.

I/We acknowledge that if we have acted or shall act in contravention of this signed ‘form of Tender’ statement, Falmouth Exeter Plus shall be entitled to recover from ourselves the amount of any loss and expense resulting from such omission/s.

Should obvious errors in pricing, or errors in arithmetic be discovered before acceptance of this offer submitted by me/us, I/we shall correct these errors immediately by written confirmation to Falmouth Exeter Plus. Falmouth Exeter Plus reserves the right to consider my/our revised bid and withdraw its offer to purchase the goods or services.

I/we acknowledge that if I/we return a Tender bid and if I/we act or shall act in contravention of the terms within this ITT, Falmouth Exeter Plus will be entitled to cancel the Contract and to recover the amount of any loss and expense resulting from such a cancellation.

**Signed: ……………………………………………………………..**

**Print Name: ………………………………………………………..**

**Position: …………………………………………………………**

**Date: …………………………………………………………….**

**For and on behalf of: ..…………………………………………**

**Appendix 3**

**CERTIFICATE ON NON-COLLUSION AND NON-CANVASSING**

Supply of Fresh Meat Products (the “Contract”)

To: Falmouth Exeter Plus

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of Falmouth Exeter Plus in connection with the proposed award of the Contract by Falmouth Exeter Plus, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of Falmouth Exeter Plus in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

essence of selective tendering for the Contract opportunity is that Falmouth Exeter Plus shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-Contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

communicate to a person other than Falmouth Exeter Plus, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that Falmouth Exeter Plus may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

**Signed: ……………………………………………………………**

**Print Name: ………………………………………………………**

**Position: ………………………………………………………**

**Date: …………………………………………………………**

**For and on behalf of: …………………………………………**

**Appendix 4**

**Terms and Conditions**

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**Appendix 5**

**Service Level Agreement**

