UNIVERSITY OF GLOUCESTERSHIRE

at Cheltenham and Gloucester

Catering Services

UOG/15/212/FAC

Document 3

Invitation to Tender

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TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS MAY BE REJECTED BY THE UNIVERSITY WHOSE DECISION IN THIS MATTER SHALL BE FINAL. THIS INFORMATION AND INSTRUCTIONS ARE PROVIDED FOR THE ASSISTANCE OF TENDERERS BUT DO NOT FORM PART OF THE TENDER DOCUMENT.

SECTION A – TENDER INFORMATION and INSTRUCTIONS

1.00 Tender Evaluation

1.01 Upon receipt of the tender submissions the University will carry out a detailed evaluation process to select the preferred Supplier.

1.02 The Contract will be awarded to the supplier submitting the most economically advantageous tender – 20% price and 80% quality.

2.00 Pricing

2.01 The Supplier is deemed to have read all tender documentation and included for all required costs within tender prices submitted.

3.00 Completion of Pricing

3.01 Responses to pricing must be returned using black type face Arial 12 font. All items requiring to be priced must have a rate or price inserted against them. Tenderers must not re-type documents for submission where templates have been provided.

4.00 Arithmetical Errors

4.01 Any arithmetical errors identified in pricing be they patent, casting or perceived rate anomalies will be reviewed and discussed with the tenderer.

4.02 The Tenderer will be offered the opportunity to stand by their initial tender bid or to have errors corrected. If having errors corrected results in the tender no longer being the lowest, then this will be reflected in the final scoring matrix.

5.00 Correction of Inaccuracies

5.01 In the event of confliction of the written word within the various documents published and contained as part of this tender it shall be presumed that the Conditions of Contract document takes precedence over any other document. In the event that tenderers are unable to compile a tender because of such inconsistencies or inaccuracies and the application of the above rule, then it shall immediately be referred to the Clients representatives for clarification.

6.00 Tender Costs

6.01 The cost of tendering for this project is entirely at the tenderers own expense and risk.

7.00 Submission

7.01 The tender should be submitted strictly in accordance with the tender documents and without qualifications. Failure to comply with this requirement may at the discretion of the University, invalidate the tender.

7.02 To enable the University to evaluate the quality of a Suppliers proposed service the Quality Evaluation Method Statements (7.04) should be completed. These can be completed in the Suppliers chosen style and format. Suppliers should make their responses specific to this project and its requirements.

7.03 Variants to the specification are not permitted for this project.

7.04 Quality Evaluation Method Statements

	Question	Marks
1	**Section 1 – Finance (15 marks)**	
	1.1 Outline your financial offer to the University and any financial return. For the purpose of clarity, confirm any guarantees and the period of guarantee. The University is looking for a percentage return based upon turnover.	4
	1.2 Provide a three year profit & loss forecast for each campus and consolidated total, showing your labour costs, food, beverage and sundry costs, sales, fees and any suggested return to the university.	4
	1.3 Detail your understanding and approach to VAT within a university. Confirm that the cost of irreclaimable input VAT is included within your P&L, and the estimated value.	3
	1.4 Provide a breakdown of your anticipated start-up costs.	2
	1.5 Provide a catering and bar tariff.	2
2	**Section 2 – Service (12 marks)**	
	2.1 Detail your approach to providing the service in general	2
	2.2 Provide a commentary on your catering offer on each campus with example menus	2
	2.3 Provide a commentary on your bar offer on each campus with example drink ranges	2
	2.4 Detail any ‘brands’ that you intend to use e.g. Starbucks, Costa, etc.	2
	2.5 Provide a hospitality brochure	2
	2.6 Provide a case study where you have worked on a joint venture to provide a student facility in partnership with the Students’ Union	2

	Question	Marks
3	**Section 3 – Staff (12 marks)**	
	3.1 Detail your approach to TUPE and how you will carry out the transfer and induction of the staff.	2
	3.2 Provide details of how you will train the staff, what support they will receive and how you will cover during periods of absence.	4
	3.3 Provide a costed labour structure identifying the staff that are subject to TUPE.	2
	3.4 Provide detail on your management structure and local support with names.	2
	3.5 Provide a method statement on your proposals to champion equality and diversity amongst the staff team performing this contract.	2
4	**Section 4 – Design & innovation (10 marks)**	
	4.1 Describe your approach and suggested offer for the existing bar at Pittville until the new facilities are open.	2
	4.2 Describe your approach and suggested offer for the bar and refectory under development at the Pittville once the 800 bed student village opens.	5
	4.3 Clearly identify how you will work with, and reward, the Students' Union to increase sales.	3
5	**Section 5 – Sustainability (12 marks)**	
	5.1 Refer to the sustainable action plan with the University of Gloucestershire Sustainable Catering Policy and Targets 2014-2017 (appendix (d)) and confirm (or otherwise) your ability to achieve these targets.	4
	5.2 Detail if you are able to exceed any of these goals	3
	5.3 Provide a copy of your sustainability policy	3
	5.4 The University are keen for the selected suppliers to either already have, or being working towards, the following accreditations:	2
	(a) Soil Association – Food For Life Catering Mark, Gold Award.	0.5
	(b) Signatory of the UN Global Compact.	0.5
	(c) Carbon Neutral company	0.5
	(d) Chartered Institute of Procurement & Supply Sustainability Index rated company.	0.5
6	**Section 6 – Marketing (8 marks)**	

	Question	Marks
	6.1 How are you going to maintain and increase sales?	2
	6.2 How will you market the service to students, staff and visitors?	2
	6.3 Provide detail on your suggested web-link from the university web site.	2
	6.4 Describe any difference in your proposed promotional approach between the refectory and bars services.	2
7	**Section 7 – Assurance (6 marks)**	
	7.1 Confirm your understanding of the content of this document and your ability to deliver on all service requirements, specifications and requests – or otherwise.	2
	7.2 The university would like to monitor the contract on an ongoing basis – detail how you would report on your service and provide an example of KPIs that you will measure your service against.	4
8	**Section 8 – Added Value (5 marks)** Please describe any added value initiatives that you are proposing for this contract. For example, the University are particularly interested in short term managerial work experience placements for its students within the selected company (preferably within the organisation away from the University). This section can also be used to describe any proposed capital investment plans.	5
9	**Résumé** In no more than four pages outline the key aspects of finance and service confirming why you are the right caterer for the University.	Pass/Fail

8.00 Tender Evaluation Criteria

<u>Quality (80%)</u>

8.01 The evaluation of the responses listed in paragraph 7.04 above will be made using the following marking scheme:

Responses to this section will be assessed and scored using the following methodology:

0 Inadequate	**Significant indications** that **supplier** lacks certain requirements in this area to achieve the required standard of service delivery /

	information totally inadequate
1 Concerns	**Some concerns** that **supplier** may lack certain requirements in this area to achieve the required standard of service delivery
2 Potential	Information indicating potential to deliver outcomes
3 Capable	Comprehensive and strong information indicating **supplier** capable of delivering outcomes to required standard

If a score of **0** is applied, the tender will be **eliminated.**
If a score of **1** is applied, $^{1}/_{3}$ **available marks** for that question will be awarded.
If a score of **2** is applied, $^{2}/_{3}$ **available marks** for that question will be awarded.
If a score of **3** is applied, **all available marks** for that question will be awarded.

Example:
There are **3** marks available for question 1.3 in paragraph 7.04. If a score of **2** is applied to a supplier's response, the supplier will be awarded **2 marks** for that response. (i.e. two thirds (rounded) of the 3 marks available).

Important Note: Suppliers should not assume members of the evaluation panel have any prior knowledge of their organisation. The assessment will be made on the written response provided.

Price (20%)

8.02 The total tender price will be awarded a maximum of **20 marks** and will be evaluated as follows:

8.03 Marks will be awarded based on the highest tender price (expressed as a % return on turnover) receiving 100% of the marks available. The other prices submitted will be compared to the lowest price and the difference between those prices will be expressed as a percentage of the lowest price.

For every one percent the price is above the lowest price the supplier will lose 1% of the marks available.

For example:

Tender Offer (%)	Difference from highest	% difference from highest	Marks awarded out of 20
5%	0%	0%	20
4%	1%	20%	16
3%	2%	40%	12
2%	3%	60%	8
1%	4%	80%	4

9.00 Queries

9.01 Any queries regarding the tender process, the proposed contract, or the specification should be made by e-mailing procurement@glos.ac.uk.

9.02 Any queries that may have a material effect on the costing of the tender will be circulated to all tenderers along with the University's response. Queries received less than seven days before the closing date may not be answered. If a query gives rise to the need for an amendment to the original tender documents an extension to the closing date may be made, in which case all parties will be notified simultaneously.

10.00 Submission of Tender

10.01 Tender submissions must be made to the following e-mail address by **2.30pm on Friday 19 February 2016:**

procurement@glos.ac.uk

Individual e-mail sizes should be restricted to 10mb although multiple e-mails are acceptable if required.

10.03 Tenders may only be submitted on the Form of Tender (Section B) and Tender Response Form (Section C). No other method will be accepted. The University may, after the opening of the tenders, enter discussions or post-tender negotiations with any tenderer.

11.00 Contract Award

11.01 The contract will be awarded to the supplier submitting the most economically advantageous tender in terms of quality and price. (Quality Marks + Price Marks).

11.02 The University reserves the right to cancel the process at any stage. However, assuming that a tender is successful, the University will notify all tenderers simultaneously about the intended award.

12.00 Period of Validity

12.01 Tenders shall remain fixed and open for consideration for a period of 120 calendar days from the tender return date.

12.02 For the avoidance of doubt, any price increases or legislative or regulative changes affecting the tender that came into being prior to the base date (date of return of tenders) shall be deemed included in the indicative rates and prices.

13.00 Freedom of Information Act 2000

13.01 The Freedom of Information Act (the Act) came into force on 1st January 2005 and established a general right of access to all types of 'recorded' information, including public contracts and procurement activity held by the University, subject to certain conditions and exemptions. Accordingly, all information submitted may need to be disclosed in response to a request under the Act.

13.02 This means that the University is obliged under the Act to release certain information about its suppliers into the public domain within certain limits and according to relevant exemptions. The main exemption relevant to procurement is commercial interests, which means trade secrets and information which if released would be likely to prejudice the commercial interests of any person (including the University) holding it.

13.03 If you consider that any of the information in your tender is commercially sensitive, please explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should also be aware that, even where you have indicated that information is commercially sensitive, the University may be required to disclose it under the Act if a request is received. Please also note that the

receipt of any material marked "confidential" or equivalent by the University should not be taken to mean that we accept any duty of confidence by virtue of the marking.

13.04 If a request is received, the University may also be required to disclose details of unsuccessful tenders.

14.00 Corruption and Whistle Blowing

14.01 University of Gloucestershire has an anti-fraud and corruption strategy and a whistle-blowing policy. Copies of these documents can be obtained by contacting Procurement, University of Gloucestershire.

15.00 Corporate Policies and Strategies

15.01 The selected supplier will be expected to work in accordance with the University's general strategies and policies. In particular, the following policies and strategies and thought to be relevant to this service:

Equality & diversity
Sustainability
Health & safety
Freedom of information
Data protection
Gifts, favours and hospitality
Code of conduct

Tendering suppliers are required to sign the certificate in Section F to confirm this.

16.00 Provisions of the Public Contracts Regulations 2015

16.01 The attention of Suppliers is drawn to the requirement of Regulation 113 requiring all undisputed invoices to be paid to their sub-contractors within 30 days.

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Section B - FORM OF TENDER

For

Public Service Contract – Catering Services.
UOG/15/212/FAC

To: Andrew Simpson
Head of Facilities
University of Gloucestershire
The Park
Cheltenham
GL50 2RH

I/We…….

Carrying on business at……

……..

Having received, examined carefully and understood the Invitation to Tender Documentation issued by University of Gloucestershire, we hereby offer to provide the services and carry out the works (as defined in the Invitation to Tender) for the period of Contract, at the percentages and prices contained in these Tender Documents, in accordance with the terms and conditions contained herein.

I/We understand that you are not bound to accept the lowest or any Bid that you may receive.

I/We confirm that I/We have enclosed with this Form of Tender all the relevant documentation specified within these Tender Documents.

For the pricing element, our tender bid, expressed as a percentage of overall turnover is:……%

and in writing: …….…….… percent.

I/We are forecasting turnover in year 1 to be £……. (Questions :section1 question 1.2)

Therefore, the return to the University, based on the above percentage return, and the above

forecast turnover, would be £……..….. .

	Signatory 1	Signatory 2
Signature		
Name		
Position in organisation		
Name of organisation		
Date		

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SECTION C – TENDER RESPONSE FORM

SUPPLIER NAME .....

ADDRESS …….....

……

…….....

CONTACT NAME …….....

CONTACT TELEPHONE NUMBER …….....

CONTACT E-MAIL ADDRESS ……..

In submitting this application I/we warrant, represent to and undertake with the Authority that: -

- **All information, representations and other matters of fact communicated (whether in writing or otherwise) to the University in connection with this submission are true, complete, and accurate in all respects and our intellectual property.**
- I/we am/are of sound financial standing and have sufficient working capital to enable me/us to carry out the service in accordance with the documents provided by the University.
- I/we have full power and authority to enter into the contract and carry out the service

I/we have read and understood these conditions and agree to be bound by them.

Signature	
Name	
Position in organisation	
Name of organisation	
Date	

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Section D - CERTIFICATE OF NON-CANVASSING

Return to:

Andrew Simpson
Head of Facilities
University of Gloucestershire
The Park
Cheltenham
GL50 2RH

I / We certify that I / We have not canvassed or solicited any member, officer or employee of University of Gloucestershire in connection with the preparation and submission to this Tender and that no person employed by me / us or acting on my / our behalf has done such an act.

I / We undertake that I / We will not in the future canvass or solicit any member, officer or employee of University of Gloucestershire in connection with the award of any contract pursuant to this tender and that no person employed by me / us or acting on my / our behalf will do any such act.

I / We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower University of Gloucestershire to exclude my / our organisation from the process.

Signed……

Name……..

Status……..

For and on behalf of……..

Date……..

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SECTION E - CERTIFICATE OF NON-COLLUSION

Return to:

Andrew Simpson
Head of Facilities
University of Gloucestershire
The Park
Cheltenham
GL50 2RH

I/ We certify that this is a Bone Fide Tender Submission, and that I / We have not fixed or adjusted the details contained in the submission, by/under or in accordance with any agreement or arrangement with any other person or persons.

I / We also certify that I / We have not done and I / We undertake that I / We will not do at any time any of the following acts.

Communicate to a person other than University of Gloucestershire the contents of my / our proposed tender submission, except where the disclosure, in confidence, was necessary for the preparation of the submission; or

Enter into any agreement or arrangement with any other person that he / she shall refrain from tendering or as to the content of any tender document to be submitted by him / her; or

Offer or agree to pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or causing or having caused to be done in relation to this application, or any other application or proposed application for the said work, any act of the sort described above.

In this certificate, the word “person” includes any person or any Body or Association, Corporate or Unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

Signed……..……..

Name…….

Status…….

For and on behalf of……

Date……

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Section F Working in Accordance with Corporate General Strategies and Policies

The selected supplier will be expected to work in accordance with the University's general strategies and policies. In particular, the following policies and strategies and thought to be relevant to this service:

Equality & diversity

Sustainability

Health & safety

Freedom of information

Data protection

Gifts, favours and hospitality

Code of conduct

Suppliers are required to complete the below declaration:

We have familiarised ourselves with the above strategies and policies and confirm that our working practices will be in accordance with these,

Signed: .....

Name: .....

Supplier name: .....

Date: .....