



**Stratton St Margaret Parish Council
Grange Leisure
Request for Quotation (RFQ)**

For the supply of Goods

Invitation to Tender

Supplier of draught beer and lager,
non exclusive supplier of cider and bottled products,
minerals and wine for January 2017 – January 2020

**Closing date for submission of tenders:
Friday 30 September 2016**

INSTRUCTIONS TO CONTRACTORS

- a) Contractors must complete all the areas shaded in yellow to ensure their bid is presented in a compliant format.
- b) Please adhere to any maximum word count requirements in your response, failure to do so will mean all text submitted over the maximum will be disregarded in the evaluation process.
- c) Please ensure a hard copy of the fully completed and signed document is returned with the Form of Quotation, Certificate of Bone Fide Quotation, Freedom of Information Act exemption and any other documents referred to in this request for quotation form to the address specified in section 1.
- d) The Contractor should seek to clarify any points of doubt or difficulty before submitting a quotation, for this purpose contact can be made, in writing, to the named authorised officer only as detailed in section 1.6 below.
- e) Clarifications should be sought in accordance with the timescales detailed in 1.9 below, all clarification response statements will be made available to all Contractors.
- f) Stratton St Margaret Parish Council shall incur no obligation or liability whatsoever to anyone by issuing the request or action by any party relative hereto.
- g) Any costs incurred during the quotation process or in support of activities associated with the response to this request are to be borne by the Contractor and are not reimbursed by Stratton St Margaret Parish Council.

SECTION 1 – RFQ INFORMATION

CONTACT DETAILS

1.1	RFQ Title	Supplier of draught beer and lager, non exclusive supplier of cider, bottled products, minerals and wine.
1.2	Department	Bars
1.3	Originator telephone number	01793 825525 (Johanna Edwards)
1.4	RFQ clarifications email address	events@strattonstmargaret.gov.uk
1.5	RFQ response address	Stratton St Margaret Parish Council Grange Leisure Grange Drive Stratton St Margaret Swindon SN3 4JY
1.6	Stratton St Margaret Parish Council Authorised Officer	Johanna Edwards
1.7	Estimated total value (£)	250 brewer's barrels per annum, approximate value of £77,769.68 per annum

TIMESCALES & PAYMENT TERMS

1.8	Date RFQ advertised	Date Issued – 09/09/2016
1.9	Date/time RFQ clarifications/questions should be received by email to the Stratton St Margaret Parish Council Authorised Officer as identified in 1.6 above	Time: 3.00pm Date: 23/09/2016
1.10	Date/time completed RFQ response to be received by post to the Stratton St Margaret Parish Council Authorised Officer as identified in 1.6 above	Time: 3.00pm Date: 30/09/2016
1.11	RFQ Validity Period (calendar days)	90 days
1.12	Estimated Contract Award Date	01/12/2016
1.13	Contract Duration	3 years

1.14	Payment Terms	Monthly by BACs Payment around the 29 th of each calendar month
1.15	Payment Days	30 days on submission of invoice

SECTION 2 - SCOPE OF WORKS

DESCRIPTION OF THE WORKS

Stratton St Margaret Parish Council, trading under the name of Grange Leisure owns and operates three bars (all within the one premises). One bar is open 363 days per annum, and the remaining two bars are open for functions such as parties, weddings, sporting events, conferences, a community festival and other social functions. The two function bars are open for the majority of Friday and Saturday evenings throughout the year. Stratton St Margaret Parish Council will determine the opening hours of the all three bars, and reserve the right to amend opening hours as required.

Stocking policy

The supplier will provide the following:

1. Three lagers, one being a premium lager
2. A smooth (beer) product
3. One draught real ale
4. Guinness
5. Guest ales (monthly change)
6. Guest beers (monthly change)

A monthly supply of promotions and offerings to include but not limited to:

1. Promotions and supplies in support of national and international sporting events
2. Promotional kits for events such as Halloween, St. George's day, St. Patrick's day etc.
3. Monthly price promotions and offers, inclusive of brands/guest beer & ale/ wine/ spirits

Alternative products

Stratton St Margaret Pariah Council reserves the right to request a suitable replacement of a draught product(s) already being supplied, giving at least 28 days written notice. The supplier to suggest alternative products.

Bar fonts

The supplier to provide the latest bar fonts for beers/lagers (relating to stock) for all three bars in a timely manner.

Lines:

- 2 premium lager
- 4 regular strength Lager
- 1 Second regular strength lager
- 3 cider
- 3 John Smiths

Technical services

It is the suppliers responsibility to conduct any repairs and maintenance (but not clean) the lines in the bars and cellar during the lifetime of the asset, in a timely manner and to include out of hours support. This does not include the installation or maintenance of any cellar cooling equipment.

The supplier to pay for the upkeep of two beer engines. One beer engine to be charged back to Grange Leisure.

The supplier to provide yearly bar management/best practise training for a minimum of 2 members of staff. Training to include but not limited to: Operating The Business, Stock Control, Marketing & Merchandising, Customer Service, Cellar Training, Health & Safety, Bar Excellence, Age Verification, Drugs Awareness. Training may be provided by external supplier.

Supplier Representative

A Representative of the supplier to meet on a monthly basis with the Bar Manager and Hospitality and Events Officer. The purpose to review products being offered, any problems with equipment and promotional support for events that are being offered.

Supplier support to include:

Sponsorship and support for the following annual events:

1. Stratton Festival
2. Oktoberfest
3. Stratton Stroll

A break-down of support on offer to be outlined in tender response.

Supplier to provide a cost-effective flexible dispensing unit for events, and stillage.

Delivery day

- All deliveries to be undertaken between the hours of 12.00 to 16.00 Monday to Friday
- The ability to provide an emergency delivery (on a different day to the normal delivery day) if required

Price of goods

Price promise - discounted prices to be offered and margin maintenance will take place when there is a wholesale/supplier price increase.

Termination

Stratton St Margaret Parish Council reserves the right to terminate this agreement at any time, by giving notice in writing to the supplier in the event that:

The supplier commits a material breach of any terms and conditions of this agreement. Which if capable of being remedied, have not been remedied within 30 working days of the breach having been brought to its attention in writing.

Suppliers wishing to tender should provide proposal document/s, which outline how you plan to deliver the requirements of the specification (section 2) and answer the evaluation questions detailed in the Tender Form (below).

The process is an Open Tender, meaning that we accept tenders from any applicant/provider.

Please see section 1 for deadlines, clarification questions regarding the ITT and deadlines for submissions.

CONTRACTOR RESPONSE (TRUE OR FALSE QUESTION)

Please answer "True" to state you **comply** with the information provided in Section 2 Scope of Works above to be considered further.

SECTION 3 – ORGANISATION DETAILS

3.1	Full Name of Organisation	
3.2	Registered Address	
3.3	Postcode	
3.4	Company Registration Number	
3.5	Registered VAT Number	

Parent Company Details (if applicable)

3.6	Name of Holding/Parent Company	
3.7	Address of Parent Company	
3.8	Postcode	
3.9	Parent Company Registration Number	
3.10	Date of Incorporation, Formation of Partnership or Commencement of Holding Company	
3.11	Legal Status (e.g. Partnership, Private Limited Company)	

Contact Details

3.12	Name	
3.13	Position	
3.14	Address (if different from main address)	
3.15	Postcode	
3.16	Telephone Number	
3.17	E-mail Address	

SECTION 4 – SUITABILITY ASSESSMENT QUESTIONS (True or False)

4.1	The Contractor confirms their Net Worth is over £50,000	
4.2	The Contractor confirms that none of their Directors or relatives has been or is presently a Member of the Authority or an employee of the Authority.	
4.3	The Contractor confirms that no legal proceedings are in progress that might affect the performance of the contract obligations and that your organisation has not been prosecuted under EU law in the last three years	
4.4	The Contractor confirms that they are willing to have the following levels of insurance cover if awarded the Contract: Employer Insurance £5,000,000, Public Liability £5,000,000, Professional Indemnity £2,000,000. If you are the preferred bidder following evaluation you will have to provide a copy of your insurance certificates.	
4.5	The Contractor confirms their Organisation complies with UK Health and Safety legislation. If you are the preferred bidder following evaluation you will have to provide a copy of your Health and Safety Policy	
4.6	If the Contractor confirms that if they have been prosecuted for Health and Safety offences in the last 3 years, they must confirm you have implemented procedures to rectify the issues identified. If you are the preferred bidder following evaluation you will have to provide a copy of the evidence	
4.7	The Contractor confirms their Organisation and any of their subcontractors comply with the Equality Act 2010 and work within any requirements of Stratton St Margaret Parish Council's Equality duties	
4.8	The Contractor confirms that none of their Directors or Organisation has been prosecuted under the Bribery Act 2010	
4.9	The Contractor confirms that if they are the preferred bidder following evaluation they are willing to provide a copy of relevant references if requested by the Authority.	
4.10	The Contractor confirms that if using subcontractors they will abide by the Payment Terms of the Contract	

If selected as the preferred Bidder, the Contractor must be able to provide all evidence relating to this criteria within 5 working days of being notified to this effect.

SECTION 5 – PREVIOUS EXPERIENCE

5.1	The Contractor confirms that their Organisation has not been convicted of the following offences;	
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or articles 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		
(b) 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		
(c) the common law offence of Bribery		
(d) bribery within the meaning of sections 1, or 6 of the Bribery Act 2010 , or section 113 of the Representation of People Act 1983		
(e,) 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 common law offence of cheating the Revenue;		
(ii) the common law offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of 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 and 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;		
(f) any offence listed -		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 of that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered in subparagraph(f);		
(h) money laundering within the meaning of sections 340 and 415 of the Proceeds of the Crime Act 2002;		

	(i) an offence in connection with the proceeds of the 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;	
	(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	
	(k) an offence under section 59A of the Sexual Offences Act 2003;	
	(l) an offence under section 71 of the Coroners and Justice Act 2009;	
	(m) 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 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	
5.2	The Contractor confirms that their Organisation has not been convicted of child labour or any other human trafficking offences	
5.3	The Contractor confirms that they have not made a breach of obligations relating to payment of taxes or social security	
5.4	The Contractor confirms that they are not bankrupt or are the subject of insolvency or winding-up proceedings, where assets are being administered by a liquidator or by the court, where there is an arrangement with creditors, where business activities are suspended or there is any analogous situation arising from a similar procedure under the laws and regulations of any State;	
5.5	The Contractor confirms that they have not violated any environmental, social or labour law	
5.6	The Contractor confirms that they have not been guilty of grave professional misconduct, which renders its integrity questionable	
5.7	The Contractor confirms that there is no conflict of interest arising in the conduct of this procurement procedure	
5.8	The Contractor confirms that it has not sought to unduly influence the Authority's decision or obtain information with a view to gaining a competitive advantage	

SECTION 6 - PRICE

The Supplier shall provide an itemised pricing schedule (exclusive of VAT) of draught, beers and lagers as outlined above.

SECTION 7 – LEGAL COMPLIANCE

The following documents will form any subsequent binding agreement

TERMS AND CONDITIONS

7.1	<p>Agreement Request for Quotation (RFQ) Pricing schedule Certificate of Bona Fide Tender Freedom of Information Exemption Form <i>Clarification to the RFQ and responses</i></p>
	<p>Authority address</p> <p>Stratton St Margaret Parish Council Grange Leisure Grange Drive Stratton St Margaret Swindon SN3 4JY</p>
	<p>Review Meetings: NA</p>
	<p>Possible Extension of Term: Not applicable</p>
	<p>Professional Indemnity £2,000,000</p>

CONTRACT PARTICULARS

Clause	Subject	
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DECLARATIONS

7.2	<i>Form of quotation document</i>	<i>Appendix 1</i>
7.3	<i>Certificate of Bona Fide quotation</i>	<i>Appendix 2</i>
7.4	<i>Freedom of Information Act Exemption Form</i>	<i>Appendix 3</i>

CONTRACTOR RESPONSE (Pass/Fail Question)

Please indicate acceptance of binding documents and amendments within Section 8 Legal Compliance documents set out above

Yes/No

SECTION 8 – EVALUATION MODEL**8.1 TRUE OR FALSE SELECTION CRITERIA**

All True and False Questions must be answered “True” to be able to be considered for this quotation process.

The evaluation model below shall be used for this RFQ, which will be determined to two decimal places.

General	RFQ response in the correct format	TRUE/FALSE
Section 1	RFQ response received on time	
Section 1	The price shall be within the budget stated in Section One.	
Section 2	Compliance to Scope	
Section 4	No Legal proceedings as set out in 4.4	
Section 4	Acceptable financial profile	
Section 4	Insurance levels compliance	
Section 4	Health and Safety compliance	
Section 4	Equalities compliance	
Section 4	No, your organisation has not been prosecuted for bribery (section 1 and 6) within the Bribery Act 2010.	
Section 4	Relevant references can be provided	
Section 8	Adherence to all areas in Section 8 ‘Legal Compliance’	

8.2 SCORING AWARD CRITERIA (Out of 100%)

Section 2	Quality	50%
Section 6	Price	50%
Total		100 %

Evaluation Criteria

Non-Price elements will be judged on a score from 0 to 10, which shall be subjected to a multiplier so criteria worth 20% will have a 0-10 score and a multiplier of 2. The 0-10 score shall be based on:

0-1	The Question is not answered or the response is completely unacceptable. It does not meet the minimum requirement or they have completely missed the point of the question
2-3	Very poor response and not acceptable – fails to meet the minimum requirement/standard. Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
4-5	Poor response only partially satisfying requirement/standard with deficiencies apparent. Some useful evidence provided but response falls well short of minimum requirements.
6-7	Response is acceptable and meets minimum requirement but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected.
8-9	Response meets our expected requirement/standard and exceeds minimum expectations including as level of detail, which adds value to the bid. Great probability of success, no significant weaknesses noted
10	Excellent response – comprehensive and useful, which exceeds the specified performance or capability in a beneficial way. High probability of success, no weaknesses noted. The response is innovative and includes a full description of techniques and measurements to be employed

Price elements will be judged on the following criteria.

The lowest price for a response which meets the pass criteria shall score 10. All other bids shall be scored on a pro rata basis in relation to the lowest price.

For example - Bid 1 £100,000 scores 10, Bid 2 £120,000 differential £20,000 or 20% remove 20% from price scores 8, Bid 3 £150,000 differential £50,000 remove 50% from price scores 5, Bid 4 £175,000 differential £75,000 remove 75% from price scores 2.5. The lowest score possible is 0. All scores are then subjected to a multiplier e.g. if price has a scoring criteria of 70%, the multiplier will be 7.

APPENDIX 1

Form of Quotation

To: **Stratton St Margaret Parish Council**
Title: **Grange Leisure**
Grange Drive
Stratton St Margaret
Swindon
SN3 4JY

Supplier of draught beer and lager, non exclusive supplier of cider and bottled products, minerals and wine

Having examined the contents of the Request for Quotation document, terms and conditions of Agreement, product/service specification(s), we offer to supply the above in conformity with the said conditions for the maximum fixed prices detailed in the attached pricing schedule(s).

Our quotation offer shall be binding between us for a period specified from the closing date for receipt of quotations.

Unless and until a formal agreement is prepared and executed this Quotation and a written acceptance thereof shall constitute a binding contract between us.

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

We further undertake, if our Quotation is accepted, to comply with all the General Conditions of Contract and Specifications for the service comprising the contract.

Dated this day of 20

Signature _____

Name: in the capacity of

duly authorised to sign quotations for and on behalf of:

Witness:

Address:

Occupation/Profession

APPENDIX 2

Certificate of Bona Fide Quotation

The essence of selective quotationing is that the client shall receive bona fide competitive quotations, from all those quoting. In recognition of this principle, we certify that this is a bona fide quotation, intended to be competitive and that we have not fixed or adjusted the amount of quotation by or under or in accordance with any agreement with any other person.

We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this quotation any of the following:

- (a) Communicate to a person other than the person calling for these quotations the amount or approximate amount of the proposed quotations, except where the disclosure, in confidence, of the approximate amount of the quotation was necessary to obtain insurance premium quotations for the preparation of the quotation;
- (b) Enter into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quotation to be submitted;
- (c) Offer to pay or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to any other quotation or proposed quotation for the said supply / service any act or thing of the sort described above.

In this certificate, the word "person" includes any persons and 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.

We acknowledge that the Authorised Officer will be entitled to cancel the contract and to recover from us the amount of any loss resulting from such cancellation if we or our representatives (whether with our without our knowledge) shall have practiced collusion in quoting for this contract or any other contract with the Authority or shall employ any corrupt or illegal practices either in the obtaining or execution of this contract or any other contract with the Authority:

Signed: _____

Name:

Occupation/Profession:

For and on behalf of:

APPENDIX 3

**Freedom of Information Act 2000 (FOI)
Exemption Form**

GUIDANCE

The Authority encourages its Contractors to take their own legal advice about the FoI Act. The Authority shall not be held liable for any actions claims or costs howsoever arising.

The Authority considers that the following information is likely to be captured by the “confidential” (s.41 absolute exemption) and/or “commercial interest” (s43 qualified exemption) and therefore maybe subject to the Public Interest test:

- Trade secrets; or
- Financial, commercial, scientific, technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
- Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
- Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

NB: Contractors should note that claiming blanket confidentiality of quotation documentation, breaches current Government guidelines provided to the Authority and will not be accepted, therefore rendering the entire quotation documentation disclosable under the FoI Act.

PROCEDURE

1. Please specify below the relevant clauses or documentation containing the information you claim is exempt.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and would therefore not, normally, be disclosed.

Each document claimed under the exemptions should be clearly marked as “confidential” or “commercially sensitive”.

CONFIDENTIAL INFORMATION:

COMMERCIALLY SENSITIVE INFORMATION:

2. The Authority is obliged to consider whether something, which its Contractor claims is confidential, is truly confidential. In those instances where the Authority does not agree with the exemption claimed, it will always consult with the Contractor before disclosing the information.

Where the Authority decides to release such information, it will only do so in the following circumstances:

- Where the Contractor consents; or
- Where the information or information of a similar type is generally available to the public (e.g. where a Minister would give such information in answer to a Parliamentary Question);or
- Where the Contractor has been advised, at the time that the information is received, that the information will be released; or
- Where the Authority believes that the public interest would be better served by disclosing rather than by refusing to disclose the information. In this instance, the views of the Contractor will be sought in advance of a decision being made. Where the Contractor refuses to agree to disclosure of the information, the Contractor is able to refer the matter to the Information Commissioner at the Contractor's expense.

Signed

Position

Print Name

Date

RFQ submission checklist:

Document	Requirements	Checked
RFQ Document	Contractor response fields (yellow) completed	
Pricing Schedule	fully completed and included in submission pack	
Form of Quotation	fully completed and signed and included in submission pack	
Certificate of Bona Fide Quotation	fully completed and signed and included in submission pack	
Freedom of Information Act 2000 Exemption Form	fully completed and signed and included in submission pack	