**INVITATION TO TENDER NO RHC-20**

**PROVISION OF CATERING SERVICES AT THE ROYAL HOSPITAL CHELSEA**

**Period 24th July 2024 to 23rd July 2027**

**(With 2 x 1 Yr. Options to 23rd July 2029)**



**DATE AND TIME FOR RETURN:**

**12th February 2024 - 10.00AM**



**The Values of the Royal Hospital Chelsea**

The Royal Hospital Chelsea is a unique and important national institution with a military-based culture. At the heart of its vision lie two core ambitions.

First, to ensure the RHC remains recognised as being relevant to the Nation.

Second, for it to be acknowledged as a beacon of excellence in the care of the elderly. These ambitions can only be achieved if In-Pensioners and staff alike recognise they have obligations as well as privileges. The ethos of the Royal Hospital is thus one that puts a premium on selflessness and companionship: and the values laid out in this note underpin that ethos. They apply equally to all members of our community.

**Nurture Belonging – unite through comradeship**

United in a shared purpose, we live and work together as a community. Everyone has a place in our diverse social, military, and historical traditions. We build strong relationships through trust and loyalty.

**Respect Individuals – listen and act**

We believe in the dignity and experiences of everyone. Each of us listens with humility and speaks with courage. Always acting with integrity, we treat each other with decency and care.

**Encourage Pride – commit to high standards**

We show appreciation and give people reason to take pride in what they do. We each welcome challenge and support others to improve. Together, we honour the mission of the Royal Hospital.

**Enjoy Life – make people smile**

We each enable people to lead happy, healthy, and fulfilling lives. The well-being of others is what motivates us. We delight in the difference we make within our communities and Nation.

**CONTENTS**

|  |  |
| --- | --- |
| **Reference** | **Title/Description** |
| Page 1 | TENDER CHECKLIST |
| Pages 2 to 6 | NOTICES TO TENDERERS |
| ANNEX A | REQUIREMENT OF RESPONSE |
| Appendix 1 to ANNEX A | ROR – QUALITY QUESTIONS |
| ANNEX B | FORM OF TENDER |
| ANNEX C | BONA FIDE TENDER CERTIFICATE |
| Appendix 2 to ITT - Pricing Pages  | SCHEDULE 1  |
| Terms and Conditions | SCHEDULE 2 |
| Statement of Requirement (SOR) | SCHEDULE 3 |
| Addresses and Other Information | SCHEDULE 4 |
|  |  |

**TENDER DOCUMENT CHECKLIST**

Tenderers are required to provide the following in support of their tender offer:

|  |  |  |
| --- | --- | --- |
| **Ser** | **Question** | **Checklist** |
| 1 | Complete Schedule 1 Pricing Pages – Appendix 2 to ITT |  |
| 2 | Confirm your Acceptance of Schedule 3 – Statement of Requirement and your ability to meet the requirement. |  |
| 3 | Complete the Form of Tender located at Annex B |  |
| 4 | Complete the Certificate of Bona Fide Tendering located at Annex C  |  |
| 5 | Method Statement on how the transition will be undertaken.  |  |
| 6 | Include copies of all relevant Insurance Certificates |  |
| 7 | Include copies of all relevant accreditations/Licenses  |  |
| 8 | Your acceptance to financial checks being completed through Dunn & Bradstreet or another credit ref agency. |  |
| 9 | Include a copy of your GDPR policy. |  |
| 10 | Include a copy of your modern-day slavery policy (If applicable) |  |

**INVITATION TO TENDER**

**PROVISION OF CATERING SERVICES AT THE**

**ROYAL HOSPITAL CHELSEA**

|  |  |
| --- | --- |
| **TENDER NUMBER:** | **RHC - 20** |
| **DUE FOR RETURN BY:** | **1000 Hrs on 12th February 2024** |

**1. INTRODUCTION**

1.1 You are invited to Tender, in accordance with the following conditions, for the works detailed in the accompanying Invitation to Tender (ITT). **The issue of an ITT is not a commitment by the Royal Hospital Chelsea (RHC) to place an order as a result of the Tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The RHC reserves the right to undertake an iterative tendering process following receipt of the Tender.**

**2. THE REQUIREMENT**

The Requirement is for the provision of Catering Services to the Royal Hospital Chelsea (RHC), Royal Hospital Road, London SW3 4SR on a 24/7 basis as detailed at Schedule 3.

2.1 The service provision should offer a customer-focused and holistic approach and include, but not be limited to, the following:

1. Deliver an inspiring and innovative food offering which is reflective of and evolves with the latest trends; delivered through high-quality service that includes the highest Food & Safety standards and offers excellent value to the customer.
2. Supports RHC’s positioning and encourages use of the spaces within the contract.
3. To demonstrate propriety and transparency (including an appropriate audit trail) throughout the contract.
4. To monitor and manage contract performance measures to ensure that costs incurred, and payments made are in accordance with the contract and budget.
5. To support RHC’s sustainability objectives by delivering all services sustainably and reducing the venue’s impact on the environment and to encourage and drive forward social enterprise.
6. To select a partner that will work with RHC’s events team to deliver bespoke events, conferencing alongside daytime café offer.

**3. THE PROGRAMME**

3.1 The proposed Programme, following the issue of this ITT, through to Contract Award is outlined below. The RHC reserves the right to amend this programme as necessary.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| Week Commencing 18th December 2023 | ITT published on Contracts Finder |
| 15th January 2024 | Advert closes / Tenderers attend Royal Hospital Chelsea week commencing 15th January for site visit. |
| Week Commencing 29th January 2024  | RHC visits tenderers sites, with Presentation & Food samples delivered. |
| 5th February 2024 | Deadline for clarification questions to be submitted. |
| 12th February 2024 | ITT tender return Deadline 1000hrs. |
| **No later than 12th February 2024 10am** | **Tender Return Date** |
| 12th February 2024 | Tender Evaluation Starts  |
| 26th February 2024 | Tender Evaluation Completed |
| 27th February 2024 | Successful tenderer provisionally informed / Notice of award / Debriefs issued to unsuccessful tenders.  |
| 4th March 2024  | Contract Award - Mobilisation support, contract details agreed including KPI’s. |
| 24th July 2024  | Contract commences |

**4. DURATION OF CONTRACT**

4.1 Subject to the RHC’s rights to determine a contract and the option to extend, the Contract will commence on 24th July 2024 and end on 23rd July 2027. With X 2 (1 Year Options) to 23rd July 2029.

**5. PRICING**

5.1 In order to facilitate the comparison of tenders, the prices quoted for the works must be in strict accordance with the pricing pages at Appendix 2 to ITT - Schedule 1, **all prices must be in £ pounds and pence**.

5.2 Tenderers are to quote FIRM prices (i.e. not subject to variation in any respect). Tender prices shall remain extant from the date shown on the FORM OF TENDER (Annex A) to the letting of any possible future Contract.

**6. LEAD IN**

6.1 It is anticipated that the successful Tenderer will have a minimum lead-in period of 10 days so that full and complete responsibility for the task can be assumed by the date stated in the Contract.

**7. UNDERSTANDING THE REQUIREMENT**

7.1 Tenderers are invited to contact the Senior Procurement Officer (David Williams) by email to david.williams@chelsea-pensioners.org.uk to confirm your attendance on the RHC site visit. Please inform the RHC **no later than Friday 12th January 2024** **1000Hrs**. The purpose of the meeting is to give Tenderers a better understanding of the Commercial and Technical aspects of this Contract particularly regarding the Pricing, the requirement, and the Tender process in general. All interested suppliers **Must** be represented at this visit.

7.2 Tenderers are encouraged to take up this opportunity to view the task as it will provide a valuable insight into the site and a greater understanding of the requirements. However, in the event that Tenderers are unable or choose not to attend, the Company accepts that non-attendance is entirely at their own risk and as such the Company shall not seek any redress from the RHC either at the tender stage or following any Contract award due to any lack of knowledge caused by such non-attendance.

7.3 No other site visits will be arranged other than the date listed at 7.1.

**8. TENDER PROCEDURE**

8.1 Tenders must be subject to the Terms and Conditions set out in this document. Any alterations or amendments to the Terms and/or Conditions of the ITT proposed by Tenderers shall not form part of the resultant Contract unless specifically agreed to in writing by the RHC at the time of the award of the Contract.

8.2 Tenderers must satisfy themselves about the standards of service required and ensure that they fully understand the requirements of the RHC as described in the ITT. If in any doubt about the requirements, you should contact the RHC Senior Procurement Officer for clarification. Tenderers are reminded that during the Tender process they must have no communications in connection with this Tender with any representative of the RHC other than the RHC Senior Procurement Officer. Failure to accept this instruction may result in the Tenderer being removed from the Tender list.

8.3 Tenderers are to note that any questions arising out of the issue of this ITT are to be communicated to the RHC Senior Procurement Officer, at least one week before the Tender Return Due Date. This is to ensure that all Tenderers have the benefit of considering the implications of the answers to these questions within their Tender response. Only in exceptional circumstances and where the RHC permits it, will questions be allowed after this date.

**9. TENDER RETURN**

Submission of Bids

9.1 Your Tender is to be submitted via email only to david.williams@chelsea-pensioners.org.uk

9.2 The email containing your bid MUST NOT be sent before 12th February 2024. This is to allow fairness and transparency, ensuring that we do not see the bids too early. Bids must be received by 10am on the closing date.

9.3 Please use the contract number as the subject title on the email (RHC - 20)

9.4 Any request for an extension of the period for tendering must be received at least 5 working days before the due date for return, but no undertaking can be given that an extension will be granted.

9.5 No useful purpose is served by enquiring about the result of competitive tendering. Tenderers are notified as early as possible.

9.6 Any modification of the documents considered desirable by the Tenderer should be effected by striking through the original entry and inserting the alternative one adjacent to it, the alteration being initialled by the Tenderer.

**10. TENDER PROPOSALS AND EVALUATION**

Evaluation Objectives

10.1 The RHC is evaluating your responses to Identify that a bidder understands the RHC’s requirement and determine the level of service that the bidder will provide in fulfilling the requirement.

10.2 It is the intention of the RHC to award this contract to the most suitable bid, provided that bid offers no unacceptable risks to the RHC.

10.3 The evaluation will be split with the following scoring criteria: Price 30: Quality 70.

Innovative Proposals

10.4 Subject to 10.5 and 10.6 below, any innovative proposals will be treated as commercially sensitive and will only be discussed between the RHC and the originator. To facilitate consideration, where a Tenderer wishes to submit an innovative solution that does not meet the specified requirements of the ITT, the Tenderer must submit a compliant bid, with the innovative solution submitted separately. If a Tenderer fails to submit a compliant bid, the RHC reserves the right to refuse to consider any innovative bid.

10.5 To the extent that consideration of an innovative bid requires a relaxation of the RHC’s requirement as expressed in the ITT the RHC may notify the other Tenderers of the change to the requirement and invite revised bids or invite other Tenderers to alter their responses to take account.

10.6 By submitting an innovative bid that is a separate bid, a Tenderer shall be regarded as having authorised the RHC to use that innovative bid for any subsequent re-tendering of this or any other requirement.

Orders for Parts of the Tender

10.7 The RHC reserves the right, unless the Tenderer expressly stipulates to the contrary in their Tender, to order some or all of the works stated on the Statement of Requirements in the attached ITT documents.

**11. GENERAL**

11.1 Tenderers should note that the final decisions on whether to proceed with any form of works and the selection of a Contractor, will depend on the feasibility and efficiency of the proposals received as well as commercial competitiveness. The RHC reserves the right to withdraw this ITT at any time or to re-invite tenders on the same or any alternative basis. In such circumstances, and in any event, the RHC and/or its advisers shall not be liable for any cost or loss of expenses whatsoever incurred by the Tenderers or any company, agent, subsidiary or organisation who may have contributed to the proposals submitted by Tenderers in response to this ITT. All applications, responses, proposals and submissions relating to the ITT and/or the Contract are made entirely at the risk of the Tenderer.

11.2 The RHC has taken all reasonable care to ensure that the information contained in this document and any other documents/information it calls up is true and accurate in all material aspects. However, the RHC accept no responsibility for the information contained herein or in any other document or its accuracy or completeness and such persons shall not be liable or any loss or damage arising as a result of such information or any subsequent communication. Only the express terms of any written contract, as and when it is executed, shall have any contractual effect in connection with those matters to which this documentation relates.

11.3 Tenderers should note that it is the RHC’s intention to dispose of unsuccessful tenders 7 years after the date of contract commencement.

Annex A to Notice to Tenderers

**REQUIREMENT OF RESPONSE**

The RHC is evaluating your responses to Identify that a bidder understands the RHC’s requirement and determine the level of service that the bidder will provide in fulfilling the requirement.

**Pricing**

The financial scoring is carried out within an Excel spread sheet outside of the (ITT) tender document. All price bids are Scored with the following scoring methodology;

Bidders Commission percentage being offered / Average percentage of all bidders offers X 5 (Maximum available marks issued to all bidders) x 10 to determine final price score awarded. This ensures all pricing is treated equally and fairly. The following examples demonstrate this in practice:

Tenderer A offer 20% commission return = 20% / 16.00% (average percentage of all bidders) x 5 (Maximum available marks) x 10 = 62.50

Tenderer B offer 18% commission return = 18% / 16.00% (average percentage of all bidders) x 5 (Maximum available marks) x 10 = 56.25

Tenderer C offer 16% commission return = 16% / 16.00% (average percentage of all bidders) x 5 (Maximum available marks) x 10 = 50.00

Tenderer D offer 14% commission return = 14% / 16.00% (average percentage of all bidders) x 5 (Maximum available marks) x 10 = 43.75

Tenderer E offer 12% commission return = 12% / 16.00% (average percentage of all bidders) x 5 (Maximum available marks) x 10 = 37.50

**The price scoring will then be used in conjunction with the score achieved in the ROR quality questions.**

**Quality Questions**

The response to the quality questions located at Appendix 1 to Annex A Notice to Tenderers, will be awarded a score using the below marking system; and has a maximum score of 100.00

|  |
| --- |
| **Method of Scoring** |
| **0** | Unacceptable | Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response. |
| **1** | Serious reservations | Satisfies the requirement with major reservations. Considerable reservations of the Tenderer’s relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response. |
| **2** | Minor reservations | Satisfies the requirement with minor reservations. Some minor reservations of the Tenderer’s relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response. |
| **3** | Acceptable | Satisfies the requirement. Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with evidence to support the response. |
| **4** | Good | Satisfies the requirement with minor additional benefits. Above average demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response. |
| **5** | Excellent | Exceeds the requirement. Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response. |
|  |  |
| **Tender Value** | See method of financial scoring  |

The score for each question is weighted according to its relative importance with the other questions to calculate a total score out of 100.00 This score will be used, in conjunction with the price score.

 Appendix 1 to Annex A Notice to Tenderers

**REQUIREMENT OF RESPONSE**

**QUALITY QUESTIONS**

Tenders shall be evaluated in accordance with the method of scoring and weightings below, based on their information provided under each category as specified in the below table. Detailed information for each criteria follows, and please note: the ROR questions are set out in order of importance.

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Description** | **Weighting** |
| *1* | *Executive Summary*  | ***Not Scored*** |
| *2* | *Menus, sourcing, balance, nutrition, and quality* | ***30%*** |
| *3* | *Service - Management Supervision (KPI’s), Training & Staffing* | ***25%*** |
| *4* | *Reference site visits / Presentation**Members of the evaluation panel to visit a reference site proposed by the Tenderer to see service provision and meet client to discuss working relationship. Aspects under review may include:** *Staff numbers/presentation/approach/standards*
* *Standards of food preparation, presentation, and display*
* *Responses and feedback of client on Tenderers service offer*
* *Quality of proposition and offer – in line with client requirements, inc. hygiene, brand alignment and customer responsiveness and appeal.*
 | ***20%*** |
| *5* | *Ethics, sustainability, and social enterprise* | ***15%*** |
| *6* | *Sales and Marketing Support* | ***10%*** |
| *8* | *Mobilisation Plan* | ***Not Scored*** |
|  |  |  |
|  | ***Total***  | ***100%*** |

| **SER** | **TITLE** | **INSTRUCTIONS** | **WEIGHTINGS** |
| --- | --- | --- | --- |
| **1** | Executive Summary | * The executive summary should focus on the key features of the Tenderer’s Response including all key assumptions made by the Tenderer (but excluding all pricing/financial information).
* The objective of the executive summary is to provide RHC with a clear, concise, and complete summary of the Tenderer’s Response together with an insight into the reasoning and rationale behind the Response.
* The executive summary should highlight the key strengths of the Tender Response to demonstrate how the Response represents both quality and value for money to RHC. It is intended that the executive summary should provide a useful introduction to the response for evaluators, as well as senior stakeholders who may not be involved in the detailed evaluation. Whilst the executive summary will not be formally evaluated, it will be scrutinised for consistency with your response and clarification will be sought if required.
* The executive summary must only contain information drawn from other areas of your response and must not contain any new material. Whilst diagrams and photographs may be used, they should be high level and should not be used to support other parts of the response where more detailed information is required.
 | **Not Scored** |
| **2** | Proposed Menus – Sourcing, Balance, Nutrition, Quality | RHC will wish to understand as part of the tender submission the Contractors proposed strategy for the Café services.Please outline your approach:* to providing transparency for your menus and pricing strategy for the café which included diversity and all age options.
* your approach to food displays and merchandising for the cafe.
* your approach to the style of service for the café.
* your approach to local sourcing, availability of healthier options; drinks range and special dietary requirements.

Based on your industry expertise, please provide example menu packages for the following 4 scenarios:a) Management & staffing levels for each scenario. b) Outline your proposed pricing strategy, current prices in the Appendix 2 to ITT SCHEDULE 1**Event 1 – Day delegate conference to include light breakfast items, mid-morning refreshments, hot buffet lunch and afternoon break.** - This scenario is a conference for 20 corporate delegates excluding any venue hire fee.**Event 2 – Exclusive Wedding hire in the Stables.** - Wedding reception/toast and breakfast for 40 daytime guests from 17:30 onwards with guest numbers increasing to 150 evening guests with evening reception and evening buffet and or street food. **Event 3 – Post event networking reception to include options for nibbles, canapes, bowl food and drinks.** This scenario is a client who has been on site for the day and wishes to close their event with a two-hour celebratory reception which includes quotes for furniture hire of tables, chairs, and coat rails. Other menus will be agreed with the appointed caterer prior to contract award. | **30** |
| **3** | Service - Management, KPI’s Supervision, Training and Staffing | Please describe your structure for on-site management and supervision, outlining the allocation of responsibilities. In addition, please provide your minimum “core” staffing structure for operations and rates of pay with any additional staff benefits. Please include:* Outline of the organisational site structure to be permanently based at RHC by which you will deliver your proposals, highlighting any changes to the current structure and costs.
* Summarise the pay rates/wage levels of the various grades of staff (management and both full and part time), holiday entitlement, pensions and any other benefits and confirm that all staff will be paid as a minimum the London Living Wage.
* CV’s and accompanying Job Descriptions/Role Profiles for the senior team based on site and a CV of your proposed area/ regional manager/director. (in appendix);

 * Outline any bonus or incentive schemes you would propose to implement.
* Outline the methods and channels used for recruiting and retaining both full-time and part-time staff including agency/casual (detailing any differences between recruitment of different types of staff including part time management), and the selection and vetting process.
* Detail how staff sickness and absence will be managed so as to avoid any impact on the quality of service.
* Outline how staffing at peak and off-peak times would be managed to ensure consistency of service standards.
* Detail the type, regularity and duration of training and induction you would propose for the various types of staff, whether new or established.
* Include a copy of the training plan you would propose to use for all staff in the first year of operation; please state your staff training budget as a proportion of total sales.
* Detail your head office/functional support available to the team on site and how you believe this will benefit the RHC.
* Outline your organisation’s approach to quality standards and how these will be applied at unit level.
* Please outline your prosed KPI’s and what measurement criteria and the proposed reporting schedule.
 | **25** |
| **4** | Reference Site Visits | Please provide 3 reference sites with a short statement / explanation of the services your company provides which is relevant to the RHC opportunity. **Please provide the client contact details which RHC are able to contact if requested.** During January 2024 specific site visits based on the caterers’ recommendations will be made to view the operations and to meet the Client Representative. The RHC will observe a catering offer and to meet the Client on a private basis, or to follow up with a planned telephone call.* Staff numbers/presentation/approach/standards
* Standards of food preparation, presentation, and display
* Responses and feedback of client on Tenderers service offer

Quality of proposition and offer – in line with client requirements, inc. hygiene, brand alignment and customer responsiveness and appeal.During the planned site visits bidders will be asked to present their approaches and intentions in the following areas:How the tenderer will:* Develop and sell solutions to customers, demonstrating an understanding of RHC shared plans and vision.
* Deliver creative food & drink solutions with menu / product tastings, and the innovations proposed.
* Mobilise the contract to deliver the planned sales in 2024 giving confidence in the plans presented and manage the relationship with RHC.

The team handling the implementation of the contract and its subsequent direct management should be represented at the arranged site visit.30 minutes will be allotted to the actual presentation with a further 60 minutes allowed for questions. | **20** |
| **5** | Ethics, Sustainability and Social Enterprise  | Please detail your companies’ approach to ethics, sustainability, and social enterprise and how you will align to RHC values and ethics. Including:* reducing food and other waste, packaging and improving re-cycling.
* reducing "food miles;" and use of local / regional products
* using ethical or fairly traded products.
* reducing energy costs.
* Encouraging social enterprise.
* reducing plastic in the supply chain and to the customer.
* your commitment to net zero.

Giving examples where there has been a beneficial impact for both customers and clients in recent or current contracts. | **15** |
| **6** | Sales & Marketing Support | Please outline your annual (first year) sales & supporting marketing plan & budget working with the sales team at RHC and summarise how you would maximise the sales and use of the facilities alongside the café.* Please detail how you will resource and support the sales and marketing team at RHC and by your central resource.

 * Please list the benchmark cafes you consider appropriate and detail how their offer and prices compare with what you are proposing.
* What are your key strengths and unique selling points? How and why will these be of benefit to RHC and the event booking clients.
* As well as offering high quality, good value, excellently served café offer, we would also expect our catering partner to be highly innovative and creative. Please describe how you stay abreast of new concepts and ideas in food and drinks service and provide examples of how these could be applied at RHC. There will be a requirement to create bespoke menus around a particular theme or brand.
* Please provide an example of where you have created a bespoke menu package in response to a client brief and what other additional skills you were able to offer – i.e. table theming, interactive food stations, edible / experiential food experiences and entertainment, which could be applicable to events at RHC. If you worked with sub-contractors or have other departments within your organisation that specialise in these areas, please give details.
 | **10** |
| **7** | Mobilisation Programme | Tenderers must detail their start-up and mobilisation programme and outline all the costs that will ensure the successful start of new contract for the catering operation. The proposed plan and schedule should show preparation activities by week and clearly allocate accountability (GANT Chart) for their completion. The plan should demonstrate with clarity the readiness to begin full mobilisation of the full range of operations at the RHC on or before 24th July 2024. | **Not Scored** |

Annex B to Notice to Tenderers

**Form of Tender**

**Contract for: The RHC Catering Contract**

I / We having examined the Specification do hereby offer and agree to provide the Services as described in the Specification.

I / We understand that this offer is as specified in this tender and upon your acceptance a binding contract shall exist between us. I / We undertake to enter into a formal written contract with you in a form to be determined by RHC.

If successful, I / we agree to enter into a Contract and agree to the Terms & Conditions as detailed in Schedule 2 of the invitation to tender document.

Submitted by:

...........................................................................................................…....………………

(Company Name)

Address: ……………………………………………………….…………….……..

.................................................................................…......................................................

................................................................................….......................................................

Signed:

(Authorised Signatory No. 1)...........................................(Status).......................…..

Name (Print) ..................................................................................................................

Annex C to Notice to Tenderers

**CERTIFICATE OF BONA FIDE TENDERING**

Tender No \_\_\_\_\_\_\_\_\_\_\_\_**RHC-20**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Due for Return by \_\_\_\_\_ \_\_\_\_\_\_**12th February 2024** \_\_\_\_\_\_\_\_\_\_\_

Subject **PROVISION OF CATERING SERVICES AT THE ROYAL HOSPITAL CHELSEA**

We hereby certify that the offer made in connection with the above tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party, with the exception of any information attached hereto, (see \* below).

In particular,

* the offered price has not been divulged to any person,
* no arrangement has been made with any person that he should refrain from tendering,
* no arrangement with any person has been made to the effect that we will refrain from bidding on a future occasion,
* no discussion with any person has taken place concerning the details of either’s proposed price and
* no arrangement has been made with any person otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements suspected by the RHC will be referred to the Office of Fair Trading for investigation and may be subject to action under the Restrictive Trade Practices Act 1976.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

In this Certificate “arrangement” includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.

**\* Information is / is not attached hereto.** (delete as appropriate)

 **Signed ..............................................................................................................**

 **on behalf of ......................................................................................................**

**Date..................................................................................................................**

**SCHEDULE 1**

**To RHC-20**

**PRICING PAGES**

Pricing Schedule – Please see appendix 2 to ITT SCHEDULE 1 detailed pricing structure Excel document.

**SCHEDULE 2**

**To RHC - 20**

**TERMS & CONDITIONS**

SCHEDULE 2

**TERMS AND CONDITIONS**

**1. INTERPRETATION**

1.1 In the Contract the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

a) 'The Contract' means the agreement concluded between the RHC and the Contractor;

b) 'The Contract Price' means the price exclusive of Value Added Tax, payable to the Contractor by RHC under the Contract for the full and proper performance by the Contractor;

c) 'The Contractor' means the person who, by the Contract, undertakes to supply the Services as is provided by the Contract.

e) 'Services' means all services which the Contractor is required under the Contract to perform or to fulfil;

**2. PERIOD OF CONTRACT**

2.1 The duration of the Contract shall be 3 years commencing 24th July 2024 and ending 23rd July 2027 notwithstanding the RHC's rights of earlier termination under Condition 11 below.

2.2 The RHC shall have an option to extend the Contract for up to 2 x additional one year period to 23rd July 2029, or any part thereof at the charges shown in Schedule 1 and on the terms and conditions of the Contract existing at the time the option applies. The Option period will apply upon expiry of the previous period subject always to the RHC exercising the option by giving the Contractor no less than one month’s prior written notice of its desire to extend. It is emphasised that whilst the RHC has the ability to exercise its option, it is under no obligation to do so.

**3. PRICE**

3.1 The Contract prices shall be FIRM (i.e. not subject to variation) and shall be exclusive of VAT.

**4. CONSIDERATION**

4.1 For the elements detailed below, in consideration of the payment of the sum detailed by the RHC to the Contractor, the Contractor will not withdraw or amend in any way the offer made in their tender during the period of the contract:

* Schedule 1 firm prices - £1.00 (one pound)

**5. AMENDMENTS TO CONTRACT**

5.1 The Contract may not be amended except by the written agreement of the duly authorised representatives of the parties.

5.2 The written agreement of the parties shall be obtained only by:

a) A serially numbered amendment being issued to the Contractor by RHC. The amendment shall come into force only when the Contractor has despatched to RHC an unqualified acceptance of the RHC's offer; or

b) The despatch by the RHC of a serially numbered amendment letter as an unqualified acceptance of an offer from the Contractor.

5.3 Where an amendment to Contract covering changed or additional requirements involves a change in price, the price shall be agreed prior to any authority to proceed being given by the RHC.

**6. AMOUNT OF WORK**

6.1 The quantities referred to in the Pricing Pages (Schedule 1) are estimates only. The RHC may order more or less than the estimated quantities and shall not be bound to order any of the items referred to in the Statement of Requirements. The RHC shall not be bound to accept or pay for any items other than those actually ordered.

6.2 The Contractor accepts that the RHC has the right to invite competitive quotations and/or place orders elsewhere for any or all of the items listed in the Statement of Requirements during the period of the Contract *(it is currently the RHC’s intention to use this Contract).*

**7. PAYMENT**

7.1 Payments shall be claimed in arrears following the satisfactory receipt of each completed order. Payment shall be submitted on an invoice to the Contract Administrator for scrutiny and approval prior to onward transmission to the Accounts Department (as specified at Schedule 4)

7.2 It is an option required by the RHC to be able to make payment by company credit card for transactions under £5000, with no card fees being applied. BACS payments may also be used.

7.3 Payments may be withheld or reduced by the RHC in the event of unsatisfactory performance, without prejudice to the other rights of the RHC under the Contract.

7.4 Payment will be made within 30 days on receipt of an invoice that includes details of the level of service provided.

7.5 The Contract Price excludes any Value Added Tax (VAT). The Contractor is solely responsible for VAT, income tax, national insurance contributions and all other comparable payments arising as a result if the Contract.

**8. RECOVERY OF SUMS DUE**

8.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract, or under any other contract with the RHC.

**9. ENGLISH LAW**

9.1 The Contract shall be considered as a contract made in England and subject to English Law.

9.2 Each party hereby irrevocably submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

**10. ISSUED PROPERTY**

10.1 All Issued Property shall remain the property of the RHC. It shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the RHC.

**11. TERMINATION**

11.1 Failure by either Party to comply with any of the material obligations contained in this Agreement shall entitle the other Party to give to the Party in default notice specifying the nature of the default and requiring it to cure such default. If such default is not cured within sixty (60) days after the receipt of such notice (or, if such default cannot be cured within such sixty (60) day period, if the Party in default does not commence and diligently continue actions to cure such default), the notifying Party shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, in addition to any other remedies available to it by law, to terminate this Agreement by giving written notice to take effect within thirty (30) days after such notice unless the defaulting Party shall cure such default within said thirty (30) days.

**12. REJECTION**

12.1 The RHC may reject any Item (whether or not after inspection) which is not to the complete satisfaction of the Contract Administrator.

12.2 The RHC may (whether or not after inspection) reject the whole of any consignment of the Items if:

a) such proportion or percentage of the Items in that consignment as the Contract may specify as being appropriate for the purposes of this Condition, do not conform with the requirements of the Contract; or

b) Samples, whether of Items or of the material in the Items, taken randomly from that consignment do not conform to the requirements of the Contract?

12.3 Subject to 12.5 of this Condition, the Contractor shall at their own expense and within fourteen days of being notified of the rejection, or within any other period specified in the Contract, remove any Item or consignment which the RHC has rejected.

12.4 If the Contractor fails to remove the rejected Item or consignment in accordance with 12.3 of this Condition, the RHC may return it to the Contractor at the Contractor's risk and expense.

12.5 The Contractor may object in writing to a notification of rejection by the RHC within the period specified at 12.3. If the objection is not resolved within a reasonable time, it shall be treated as a dispute. Unless otherwise agreed the Contractor shall not remove the Items which are the subject of the rejection notice unless and until the objection or dispute has been resolved.

**13. LOSS OR DAMAGE TO THE ITEMS / PREMISES**

13.1 Until delivery, the risk of loss of or damage to the Items remains with the Contractor. Without prejudice to any other rights or remedies of the RHC, the Contractor shall make good any such loss or damage however caused or occasioned which occurs before delivery.

13.2 The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff.

**14. PROGRESS REPORTS & MEETINGS**

14.1 The Contractor shall supply the RHC with reports on the Contract and progress, against an agreed set of Key Performance Indicators (KPIs), in the form and frequency as agreed with the Contract Administrator.

14.2 Progress Meetings between the Contractor and the RHC shall be held at such intervals as the RHC may reasonably request. Any meetings shall be at no cost to the RHC.

**15. CONTRACTORS PERSONNEL AT RHC**

15.1 The following general provisions apply:

a) The RHC shall provide such available facilities for the Contractor at RHC for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract.

b) Any land or premises made available to the Contractor by the RHC in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract.

c) The Contractor shall have no claim against the RHC for any additional cost or delay occasioned by the closure for holidays of RHC, where this is made known to them prior to entering into the Contract.

15.2 Without prejudice to the provisions of Condition 10 (Issued Property), the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the RHC, pay compensation for all damage occurring to any RHC Property, which includes land or buildings, occasioned by the Contractor arising from their presence on RHC in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within their reasonable control.

15.3 The total liability of the Contractor under Condition 15.2 shall be subject to any limitation specified in the Contract.

15.4 All property of the Contractor shall be at the risk of the Contractor whilst it is on RHC, and the RHC shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:

a) Where any such loss or damage was caused or contributed to by any act, neglect or default of any RHC employee then the RHC shall accept liability thereof to the extent to which such loss or damage is so caused or contributed to as aforesaid; and

b) Where any property of the Contractor has been taken on charge by the Contract Administrator, and a proper receipt has been given, then the RHC shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

15.5 The Contractor shall submit in writing to the RHC for approval, initially and as necessary from time to time, a list of those of his Representatives who may need to enter RHC for the purpose of, or in connection with, work under the Contract, giving such particulars as the RHC may require.

15.6 If, in the opinion of the RHC, any Representative of the Contractor shall misconduct themselves, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

15.7 The decision of the RHC upon any matter arising under Condition 15.6 shall be final and conclusive.

15.8 While at RHC, the Contractor undertakes to adhere to the RHC’s ‘Health and Safety Guide for Contractors and Visitors’ and to follow any instruction by the RHC on health and safety.

**16. LIABILITY** **AND INSURANCE**

16.1 Without prejudice to the RHC's rights under the Contract, the Contractor shall for the full term of the Contract maintain all necessary statutory insurance and other appropriate insurances in order to fulfil their requirements under the Contract.

16.2 If, without the prior approval of the RHC, the Contractor fails to effect and maintain the insurance(s) described above, they shall rectify any insurance cover shortfall, to the satisfaction of the RHC within a period of three working days from the date of notification by the RHC. In the event that the Contractor fails to meet the insurance requirements detailed in Condition 16.1 above and fails to rectify any shortfall with the timescale detailed above, the RHC shall have the irrevocable right to effect insurance cover and deduct the cost of the insurance obtained together with the cost of processing from any payment due to the Contractor under the Contract.

16.3 Without prejudice to the RHC's rights and remedies under the Contract, the Contractor shall, on reasonable prior notice, provide to the RHC a copy of the insurance(s) certificate(s) referred to in Condition 16.1 above.

16.4 The Contractor shall at all times provide the RHC with advance notice where they propose any change to the insurance(s) or cover held.

16.5 The Contractor shall at all times provide the RHC with details of any risk they become aware of, which is outside of their control and could impact on their policy cover.

16.6 The Contractor shall be responsible for and keep the RHC, including its servants, agents, representatives, employees and Sub-contractors fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liability made against or suffered or incurred by the RHC in respect of personal injury, illness or disease (including injury, illness or disease resulting in death) or loss or damage to property and arising directly or indirectly out of any acts or omissions of the Contractor, their servants, agents or Sub-contractors in connection with the Contract, provided that its indemnity shall not apply to the extent that the Contractor is able to show that such injury, illness or disease, or loss or damage to property was caused or contributed to by the negligence or wilful default of the RHC. The Contractor’s liability for all such matters, except for death or personal injury caused by the Contractor’s negligence (whether claimed under this Clause 16.6 or otherwise in contract or tort) shall not exceed the sum of £5,000,000.

16.7 The Contractor shall consult the RHC prior to pursuing any claim against a Third Party for loss of or damage to RHC Property and shall notify the RHC of the circumstances in which the loss or damage occurred and the estimated cost of repairs or replacements. No repair of damage for which a Third Party is responsible shall be executed without the prior consent of the RHC.

**17. TRANSFER**

17.1 Neither party to the Contract shall give, bargain, sell, assign, or otherwise dispose of the Contract or any part thereof, or the benefit or advantage of the Contract or any part thereof, without the previous consent in writing of the other party.

**18. WAIVER**

18.1 No act or omission of either party shall by itself amount to a waiver of any right or remedy unless expressly stated by that party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

18.2 No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

**19. DISCLOSURE OF INFORMATION**

19.1 'Information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract.

19.2 Each party shall treat in confidence all Information it receives and shall not disclose any of that Information to any third party without the prior written consent of the other.

**20. STATUS**

20.1 Nothing in this Contract shall be construed as creating a partnership or a contract of employment between the RHC and the Contractor.

**21. PRECEDENCE**

21.1 Where any condition herein conflicts with the other condition or requirement contained elsewhere in the contract the Contractor must seek guidance from the RHC Senior Procurement Officer named in the contract as to which prevails.

**22. PUBLIC RELATIONS**

22.1 The responsibility for communicating with representatives of the popular and technical press, radio, television and other communication media on all matters concerning the Contract tasks and the RHC as a whole is borne solely by the RHC.

22.2 The Contractor and their staff may not communicate on these matters with any communication media representative unless specifically granted permission to do so, in writing, by the RHC. As a rule, information deriving from, or relating to the Contract tasks or RHC as a whole may not be communicated to a third party without the specific permission to do so, in writing, from the RHC.

**23. GDPR**

For the avoidance of doubt can we state that;

RHC is the data controller; and

The Contractor is the data processor.

23.1 The processor must only act on the written instructions of the controller (unless required by law to act without such instructions);

23.2 The processor must ensure that people processing the data are subject to a duty of confidence.

23.3 The processor must take appropriate measures to ensure the security of processing.

23.4 The processor must only engage a sub-processor with the prior consent of the data controller and a written contract.

23.5 The processor must assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR.

23.6 The processor must assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.

23.7 The processor must delete or return all personal data to the controller as requested at the end of the contract; and

23.8 The processor must submit to audits and inspections; provide the controller with whatever information it needs to ensure that they are both meeting their article 28 obligations and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

23.9 Only act on the written instructions of the controller (Article 29).

23.10 Not use a sub-processor without the prior written authorisation of the controller (Article 28.2).

23.11 Co-operate with supervisory authorities (such as the ICO) in accordance with Article 31.

23.12 Ensure the security of its processing in accordance with Article 32.

23.13 Keep records of its processing activities in accordance with Article 30.2.

23.14 Notify any personal data breaches to the controller in accordance with Article 33.

23.15 Appoint a data protection officer if required in accordance with Article 37; and

23.16 Appoint (in writing) a representative within the European Union if required in accordance with Article 27.

**24. PREVENTION OF FRAUD AND CORRUPTION**

24.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the contract or for showing or refraining from showing favour or disfavour to any person in relation to the contract.

24.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the contract and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

24.3 If the Supplier or the Staff engages in conduct prohibited by clause 24.1 or commits fraud in relation to this contract or any other contract the Customer may:

24.3.1 terminate the contract and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Customer throughout the remainder of the contract; or

24.3.2 Recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

**25. SUPPLY OF SERVICES**

25.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

25.2 In supplying the Services, the Supplier shall:

25.2.1 Co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;

25.2.2 Perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;

25.2.3 Use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;

25.2.4 Ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

25.2.5 Comply with all applicable laws; and

25.2.6 Provide all equipment, tools and vehicles and other items as are required to provide the Services.

25.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

**26. TUPE**

26.1 Although TUPE will not affect the beginning of this agreement, it will apply towards the end of this contract. Therefore, no earlier than two years preceding the Expiry Date or after the service of a notice to terminate this Contract for the provision of any of the Services (whether in whole or in part) and on receipt of a written request by the RHC, the Contractor shall, subject to Clause 26.5:

* supply to the RHC such full and accurate and up-to-date information as may be requested by the RHC including the information listed in Annex 1 to Section 26 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract which may be subject to the Subsequent Relevant Transfer, separately identifying ex RHC employees who transferred to the Contractor on the Relevant Transfer Date and of these who are members of the Contractor's Scheme;
* provide the information promptly when a request for such information is made and at no cost to the RHC.
* acknowledge that the RHC will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract.
* inform the RHC of any material changes to the information provided prior to the Subsequent Transfer Date at three monthly intervals.

26.2 Six months preceding the Expiry Date, partial termination, or termination of the Contract and on receipt of a written request from the RHC the Contractor shall, subject to Clause 26.5:

* inform the RHC of any changes to the information provided up to any Subsequent Transfer Date as soon as reasonably practicable.
* enable and assist the RHC and any New Provider to communicate with and meet those employees and their trade union or other employee representatives.

26.3 No later than one month prior to a Subsequent Transfer Date, the Contractor shall ensure the Employee Liability Information relating to its employees is provided to the RHC and/or any New Provider.

26.4 No later than 14 days prior to the Subsequent Transfer Date provide a final list containing the names of all of the Subsequent Transferring Employees whom the Contractor expects will transfer to the RHC or a New Provider together with Employee Liability Information in respect of each Subsequent Transferring Employee save that where this information has previous been provided, the Contractor is only obliged to confirm this is still accurate.

26.5 Nothing in Section 26 shall affect the Contractor's obligations in respect of the Data Protection Act 1998 (“the DPA”) and the Contractor shall use its best endeavours to obtain the consent of its employees to the extent necessary under the DPA or provide the data in an anonymous form in order to enable disclosure of the information required. To the extent anonymous data has been provided by the Contractor to the RHC or any New Provider the Contractor shall provide full data to the RHC or the New Provider no later than 14 days prior to the Subsequent Relevant Transfer.

26.6 On notification to the Contractor by the RHC of a New Provider or within six months of the Expiry Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier, and on receipt of a written request by the RHC, the Contractor shall not:

* materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract excluding any increase to remuneration pursuant to a contractual pay review; or
* replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services (or any part thereof), or materially increase or decrease the number of persons performing the Services (or any part thereof) under this Contract or the working time spent on the Services (or any part thereof) of any person; or
* reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
* terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in cases of serious misconduct or for poor performance,

save for genuine business reasons and with the prior written consent of the RHC (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the RHC in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of Section 26.

26.7 The RHC may at any time request from the Contractor any of the information in Annex 1 of Section 26 and subject to paragraph 26.5 the Contractor shall provide the information requested within the time specified by the RHC.

26.8 In the event that on the partial termination, termination or the expiry of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the RHC against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with:

* any claim or claims by Subsequent Transferring Employees or by the RHC or any New Provider at any time on or after the Subsequent Transfer Date which arise as a result of any acts or omissions of the Contractor;
* any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any other employee engaged wholly or mainly in connection with the Services by the Contractor or any other employee of the Contractor affected by the Subsequent Relevant Transfer
* save to the extent that any such reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are the result of the act or omission of the RHC or the New Provider.

Annex 1 to Section 26

**CONTRACTOR PERSONNEL- RELATED INFORMATION PURSUANT TO THIS CONTRACT**

1. The following information will be provided by the Contractor on request from the RHC:

a) The total number of individual employees that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the contractor should provide information why any of their employees will not transfer;

b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;

c) The preceding 12 months total pay costs - Pay, benefits, employee/employer ERNIC and Overtime);

d) Total redundancy liability including enhanced contractual payments;

2. In respect of those employees included in the total at 1(a) above:

a) Age (not date of Birth);

b) Employment Status (i.e. Fixed Term, Casual, Permanent);

c) Length of current period of continuous employment (in years, months and notice entitlement);

d) Weekly conditioned hours of attendance (gross);

e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);

f) Pension Scheme Membership (including for ex-RHC Employees who are current members of the Contractor's Scheme or other Contractor pension scheme certified by GAD);

g) Pension and redundancy liability information;

h) Annual Salary;

i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);

j) Details of attendance patterns that attract enhanced rates of pay or allowances;

k) Regular/recurring allowances;

l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Annex 1 should not identify an individual employee by name or other unique personal identifier.

4. Access by the RHC/tenderers to the Contractor's general employment terms and conditions applicable to those employees identified at Paragraph 1(a) of this Annex 1.

**CLAUSE FOR MODERN SLAVERY ACT COMPLIANCE**

1. COMPLIANCE WITH LAWS AND POLICIES

1.1 In performing its obligations under the agreement, the Supplier shall and shall ensure that each of its subcontractors shall: (a) comply with all applicable laws, statutes, regulations in force from time to time including but not limited to the Modern Slavery Act 2015; and (b) take reasonable steps to ensure that there is no modern slavery or human trafficking in the Suppliers or subcontractors supply chains or in any part of their business

2. DUE DILIGENCE

2.1 The Supplier represents and warrants that: (a) neither the Supplier nor any of its officers, employees or other persons associated with it: (i) has been convicted of any offence involving slavery and human trafficking; and (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

2.2 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors, and other participants to ensure that there is no slavery or human trafficking in its supply chains.

3. SUBCONTRACTING

3.1 The Supplier shall not subcontract its obligations under this agreement without the prior written consent of The Royal Hospital Chelsea.

3.2 In order to help The Royal Hospital Chelsea reach a decision on a proposed subcontract, the Supplier shall provide The Royal Hospital Chelsea with a copy of any proposed subcontract, together with any other information that The Royal Hospital Chelsea may reasonably require about the proposed subcontractor.

3.3 If the Royal Hospital Chelsea agrees that the Supplier may subcontract its obligations, the Supplier shall implement an appropriate system of due diligence designed to ensure the subcontractor complies with the principles of the Modern Slavery Act 2015 and that the subcontractor shall take reasonable steps to ensure that there is no modern slavery or human trafficking in the subcontractors’ supply chains or in any part of its business.

4. REPORTS

4.1 The Supplier shall notify The Royal Hospital Chelsea as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

4.2 The Supplier shall prepare and deliver to The Royal Hospital Chelsea no later than April each year, an annual slavery and human trafficking statement setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

5. AUDITS

5.1 The Supplier shall maintain a complete set of records to trace the supply chain of all goods and services provided to The Royal Hospital Chelsea in connection with this agreement.

6. TRAINING

6.1 The Supplier shall implement a system of training for its employees to ensure compliance with the principles of the Modern Slavery Act 2015 and the prevention of modern slavery or human trafficking.

6.2 The Supplier shall keep a record of all training offered and completed by its employees and shall make a copy of the record available to The Royal Hospital Chelsea on request.

7. WARRANTIES

The Supplier represents, warrants, and undertakes that it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act 2015.

8. TERMINATION

The Royal Hospital Chelsea may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Clauses 1, 2 4 or 7.

**SCHEDULE 3**

**To RHC-20**

**STATEMENT OF**

**REQUIREMENT**

## SCHEDULE 3

**Provision of Catering Services**

**Statement of Requirement**

**1**. **Royal Hospital Chelsea**

The Royal Hospital Chelsea (RHC) is situated in 66 acres of grounds in the heart of Chelsea. It encapsulates magnificent buildings designed by Sir Christopher Wren and Sir John Soane. Home to the iconic veteran community known as the ‘Chelsea Pensioners’ since 1692, RHC is a unique working historic building with a wealth of socio-military, natural and architectural heritage.

In autumn 2022, Royal Hospital Chelsea secured a £3.2million grant from the National Lottery Heritage Fund to restore and adapt the Grade II\* Stables, designed by Sir John Soane, into a Visitor, Outreach and Heritage Centre. This will provide an improved visitor welcome and relocate all public facing facilities and services to the Chelsea Gate entrance of the site, immediately adjacent to the National Army Museum. Within the Centre there will be a café, new shop, free permanent exhibition, and an outreach space. The Soane Stables project is seen as transformative for the organisation and will:

* Integrate our heritage within existing expert care methodologies to benefit dementia groups, veterans, lower income, and ethnically diverse communities within our catchment. Focused evaluation will enable us to disseminate and share our learning.
* Engage audiences with the unique story of the Chelsea Pensioners and their home at the Royal Hospital Chelsea, uniting visitor, learning, volunteering, and community outreach services for the first time within a new Visitor Centre (the Grade II\* Sir John Soane Stable Block) and improve the visitor experience across the wider site.
* Work with local communities, including resident Chelsea Pensioners, to test, design and deliver improved interpretation, alongside a relevant and meaningful activity programme.
* Inspire diverse audiences to become involved in and learn about RHC’s heritage, ranging from veterans’ histories to our urban green spaces.
* Ensure the last undeveloped cultural site on Royal Hospital Road becomes fully accessible, strengthening the area as a heritage destination, blending local distinctiveness with national significance.

**2**. **Catering & Events**

Alongside existing local offers, the proposed Soane Stables Café would need to differentiate and to address local markets, building on the strengths of its ambience, south facing aspect and outside seating with a conservative opening forecast of £200k of net sales written into the business plan with 32 covers internally and an opening capacity of 32 external seats within the Courtyard.

It is anticipated that during evenings, weekends and other periods, the café will form part of a suite of event hire spaces within the Soane Stables, including the courtyard, necessitating flexible use of the space which includes provision for wedding bookings from 4pm on allocated Saturdays.

2.1 The Soane Stables Indicative Forecast:

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **1** | **2** | **3** |
| **Corporate evening hire** |
| No of events  | 8 | 15 | 20 |
| Average £ price | 3,000 | 4,000 | 5,000 |
| Annual £ total | **24,000** | **60,000** | **100,000** |
| **Markets** |
| No of events  | 3 | 4 | 6 |
| Average £ price  | 1,000 | 1,000 | 1,000 |
| Annual £ total | **3,000** | **4,000** | **6,000** |
| **Chelsea Flower Show** |
| No of events  | 2 | 2 | 3 |
| Average £ price  | 10,000 | 10,000 | 10,000 |
| Annual £ total | **20,000** | **20,000** | **30,000** |
| **Hire of outreach space** |
| No of events  | 6 | 8 | 10 |
| Average £ price | 500 | 500 | 500 |
| Annual £ total | **3,000** | **4,000** | **5,000** |
| **TOTALS** |
| Total no of events for daytime trading  | 19 | 29 | 39 |
| Combined annual £ total for daytime trading  | **50,000** | **88,000** | **141,000** |
|  |
| **Weddings** |
| No of events  | **1** | **3** | **4** |
| Average £ price | 6,000 | 7,000 | 8,000 |
| Annual £ total | **6,000** | **21,000** | **32,000** |
|  |  |  |  |
| **Christmas exclusive hire corporate** |
| No of events  | **1** | **2** | **3** |
| Average £ price | 6,000 | 6,000 | 7,000 |
| Annual £ total | **6,000** | **12,000** | **21,000** |
|  |  |  |  |
| **Combined £ total for Soane Stables**  | **62,000** | **121,000** | **194,000** |

2.2 Soane Stables Spaces for Hire within the contract:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Room/Space**  | **Seating Capacity** | **Standing Capacity** | **Operating Hours for Events** |
| Stables Café  | 32 | 65 | 18:00 - midnight Set up from 18:00 off site by midnight  |
| Stables Courtyard  | 150 | 150 | 18:00 - midnight Set up from 18:00 off site by midnight |
| Flexible Events Room  | 33 | 33 | 18:00 - midnight Set up from 18:00 off site by midnight |
| Exhibition Spaces  | N/A | 26 | 18:00 - midnight Set up from 18:00 off site by midnight |
| Museum Spaces  | N/A | 31 |  18:00 - midnight Set up from 18:00 off site by midnight |
| AV Visitor Room  | 20 | 20 | 18:00 - midnight Set up from 18:00 off site by midnight |

The Soane Stables events within the courtyard buildings will form part of the contract alongside Wren House which is available for private hire from 2024 and will be exclusive to the appointed caterer on Tuesdays, Wednesdays, and Thursdays from 9 -5 pm with the exception of the Chelsea Flower Show week whereby the client will choose their preferred caterer from the approved list.

The target for Wren House year one excluding the Chelsea Flower Show would be 4 exclusive hires a month rising to 8 a month in year 3 with a commercial rate £1,500 plus VAT with a negotiable DDR to secure the business, which will include and AV screen with HDMI connections, MS Teams, Camera and Speakers and an event manager, security officer, and cleaning throughout (8 hours):

2.3 Wren House Indicative Forecast:

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **1** | **2** | **3** |
| **Corporate Hire** |
| No of events  | 24 | 36 | 48 |
| Average price  | 1.5K | 1.5K | 1.5K |
| **Annual total for Wren House**  | **36K** | **54K** | **72K** |

2.4 Wren House Spaces for Hire within the Contract;

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Room/Space** | **Standing Capacity** | **Seating Capacity** | **Operating Hours for Events** |
| The Wren House – Board Room Ground Floor | 22 | 20/22 | 09:00 – 17:00 Set Up From 08:00 Off Site no later 18:00 |
| The Boardroom – Breakout Breakfast/Meeting  |  | 10/12 | 09:00 – 17:00 Set Up From 08:00 Off Site no later 18:00 |
| Additional Breakout Spaces X 3 | 22 |  | 09:00 – 17:00 Set Up From 08:00 Off Site no later 18:00 |

Further event revenue in the evening could be sought within Royal Hospital Chelsea following on from the hire of Wren House as part of the contract. This revenue is offered with a minimum return of 10% commission paid to the RHC. These areas include:

• The Great Hall

• Wren Chapel (though criteria for hire is selective and limited)

• The State Apartments

• Ranelagh Gardens

• Burton Court Cricket Pitch and Pavilion

During the Chelsea Flower Show spaces are in high demand: on average, 13 events take place across 5 days in 3 internal spaces. This is considered to be meeting capacity. The Soane Stables will provide new additional spaces to hire out to corporate clients, both during major events and more generally.

A space will be made available for client tasting which will be booked through the RHC events team.

**3**. **Sales and Events Team Structure**

The current structure of the events team:

Director of Estates & Facilities

Head of Events

Senior Events Manager

3 x Event Managers

1 x Hospitality and Operations Manager (Tricorne)

1 x Burton Court Manager

Events are further supported by external and internal porters, security and housekeeping.

**4**. **Catering Operations**

The caterer will be responsible for delivery of all the catering at the Soane Stables and Wren House as detailed in the tender. There are instances when third party caterers are requested by clients e.g. ethnic catering and specific contracts with clients and this will need to be accommodated, but an expectation is to be supportive of a diverse menu that includes ethnic options of halal, kosher, and children’s options for the café.

The café will operate with suitable crockery, glassware and metal cutlery which would form part of the responsibilities for providing and maintaining as detailed in the tender, with sustainable disposables and consumables offered for takeaway drinks and food to go sales only.

On occasion RHC would need to have the facility to purchase tea, coffee, and biscuits for internal meetings at a non-commercial rate as agreed by both parties which would not form part of the commission paid within the terms of the agreement.

4.1 The Caterer will be responsible for providing and maintaining:

* + Till system (EPOS system to be provided by the caterer)
	+ Café pricing signage and menu boards (to be agreed with RHC)
	+ Barista coffee machine, high speed cooking and all tabletop appliances to deliver the café menu including display equipment (to be agreed with RHC)
	+ Light, portable equipment including all china, glass, and cutlery.
	+ Light equipment, repairs, maintaining and servicing as agreed within the opening asset register.
	+ Linens for all serviced catering, set up and display areas and tables.
	+ The equipment of on-site team
	+ Payment of utilities in the Café including water, gas, electricity, and telephone which will be metered separately.
	+ Personal licences for the sale of alcohol
	+ Insurances as appropriate
	+ Dressing of tables and event specific furniture or theming as agreed with RHC for hospitality and events.

4.2 RHC will be responsible for providing:

* + Premises Licences, and any associated liquor licence extensions
	+ Cleaning services in all areas outside of the kitchen and the Café areas
	+ Pest Control
	+ Fixed catering equipment, repairs, maintaining and servicing as agreed within the opening asset register.
	+ Furniture for the café’s internal and external seating including shade.
	+ Waste services and re-cycling costs
	+ Supply of utilities in the Café including water, gas, electricity, and telephone
	+ Wi-Fi
	+ Phonelines for credit card sales in the Café
	+ Fire equipment and checks
	+ Security
	+ Office space and a staff breakroom
	+ Staff lockers
	+ In-House furniture set-up ready for hospitality and event specific furniture, table dressing or theming as agreed with RHC.
	+ Event sales

**5**. **RHC Staff Requirements**

5.1 A 20% discount will be offered to In – Pensioners of the Royal Hospital Chelsea. In order to receive this discount, the pensioner must be wearing their Scarlet Coat. These sales are non-commissionable, In addition, we expect further favourable discounted rates for internal activities, catered events and meetings.

5.2 There will be a shared office made available and staff welfare space.

**6**. **Quality Performance Criteria**

6.1 Service must be prompt, friendly and efficient, recognising the needs and circumstances of the customer and should be at the highest standards of catering and room preparation. The staff providing the service must be appropriately experienced and skilled.

6.2 The Caterer will procure all necessary raw materials, which must be of an appropriate quality to produce safe food that is in all ways acceptable to customers. RHC reserves the right to audit the premises and systems of all suppliers to the caterer.

6.3 The Caterer must use due diligence in the procurement, storage, preparation, and usage of all food materials, complying with all appropriate Government legislation, regulations, and guidelines. They are expected to reflect what is considered to be best practice within the catering industry.

6.4 Presentation and service must enhance the attractiveness of dishes. Customers must be made aware of the contents of dishes, particularly where ingredients might give rise to allergic reactions (such as nuts). Where possible the caterer will provide nutritional information for each service offering.

6.5 The Caterer must use their best endeavours to maximise customer satisfaction, actively seeking feedback and reporting on it.

RHC would like to emphasise the requirement for individuality, variety, and smaller more sustainable suppliers particularly in the café offer.

6.6 The facilities, equipment and catering areas must be kept clean and hygienic and in good working order and in particular, will be kept in such a state as complies with Health & Safety, Food Safety and Hygiene legislation and licensing regulations. They must be kept free from dirt, dust, debris, smears, stains, carbon deposits and water. The Caterer must have due regard for the COSHH Regulations, including the safe storage and use of cleaning materials.

It is expected that the Caterer will achieve a five-star, Food Hygiene Rating (scores on the doors) in their own name.

**7**. **Health & Safety**

7.1 The Caterer will be required to diligently promote excellence in Health & Safety practice from all their staff, whether permanently on site or occasionally on site in a temporary or support capacity.

The Caterer is to ensure that the building’s are managed in accordance with RHC policies. RHC representatives will carry out annual assurance inspections.

The Caterer will have access to a recognised Health & Safety specialist that can assist the on-site team as required. In addition, the caterer will be expected to assist all other members of the RHC team in achieving compliance with all Health & Safety requirements.

The Caterer shall ensure that all their staff are supplied with all relevant health and safety equipment, PPE and training required to carry out the necessary tasks in hand.

The Caterer shall ensure that all personnel are fully conversant with the health & safety, fire and other emergency procedures at RHC.

The caterer shall ensure that:

* staircases, passages, walkways, entrances and exits, etc. are kept clear of obstruction at all times. In particular, all fire escape routes shall always be available for emergency use.
* floors everywhere shall be kept free of any spillage.
* all of their staff receives the appropriate training in regard to the identification of hazards not only in their own working environment, but also in the general areas.
* electrical items brought to site shall be tested and a certificate obtained before connecting RHC’s electrical supply. Any items temporarily removed from the site shall be re-tested and certified before re-connecting to the electrical supply.
* The Caterer will be supportive of RHC mandatory training and place all catering staff on relevant courses deemed appropriate for the setting including access training and dementia-inclusive training.

All events must have a Risk Assessment produced by the caterer as with the current approved suppliers’ contract and this must be given to the Events Team at RHC prior to the events starting.

**8**. **Catering Investment**

8.1 The successful contractor will be required to provide capital equipment. A full inventory of equipment needed to service the contract will need to form part of the tender bid.

8.2 RHC will continue to invest in the buildings during the term of the contract and be responsible for the ongoing maintenance of the fixed equipment as detailed in the contract which will be confirmed prior to contract commencing.

**9**. **Sales & Marketing**

The diary (Priava – venue bookings and CRM system) will be managed by the experienced Events Team at RHC who have a highly successful track record in attracting a wide range of events. No venue bookings must be taken without RHC sign off and diary checks. The RHC events team will remain the first point of contact for any enquiry and then will be passed to the caterer for discussion and quoting.

The Caterer will be responsible for driving additional aspects of digital development, SEO plans and outputs as with all other public-facing point- of-sale materials, signage and marketing and communications collateral, working at all times within the agreed RHC brand guidelines and marketing team.

The Caterer should demonstrate complete transparency when preparing menus and pricing, and support RHC in developing the business which may require changes to menus to suit particular clients and or discounts to secure the business.

It is expected that the Caterer will engage in external marketing activities to agreed and worthwhile opportunities. All marketing, PR, comms must be signed off by the RHC comms team before going live and the terms of the contract must be adhered to in terms of Intellectual property when posting on social media and other platforms in particular. The RHC will support in the marketing strategy where possible.

The Soane Stable Shop is developing a range of merchandise including gift food items for sale in the shop. A selection of these lines may also be sold in the cafe. These will be purchased from the shop by the cafe operator. We are interested in collaborating with the caterer to develop RHC house blends of tea and coffee.

Sales of Ice Cream which includes scooping, luxury tubs and impulse single serve will not form part of the Contract and will be sold exclusively by RHC Retail within the Courtyard.

**10. Sustainability and Social Enterprise**

RHC expects the Caterer to promote and use local / regionally grown or produced products where practicable, to buy locally from sustainable resources, use free range and as a minimum Red Tractor produce and or UK sourced, social enterprise, healthy products and will always prepare fresh, seasonal menus and products.

The Caterer is encouraged to use ethically accredited products where available and efficient to do so (at a minimum for all hot beverages) and aim to source relevant ingredients purchased from Fair Trade and/or sustainable suppliers.

RHC is committed to adopting and maintaining good environmental practices and encourages all business partners to do the same. This includes using only bio-degradable disposables (made from renewable products) and environmentally friendly products in every area and eliminating the use of plastics which are non-recyclable or biodegradable for any takeaway sales within the café.

Clear and transparent communication is always expected, as is knowledge sharing and an appetite to create a seamless team.

**11. Staffing**

The Caterer is required to pay the London Living wage as a minimum.

RHC reserves the right to agree all key appointments prior to their position being confirmed and has the right to ask for unsuitable personnel to be removed.

The Caterer will be supportive of RHC mandatory training and place all catering staff on relevant courses deemed appropriate for the setting including access training and dementia-inclusive training.

**12. Invoicing**

The Caterer will report the total catering sales (Net of VAT) for the preceding month, within ten working days of the start of the following month, including the amount of total concession due to RHC. RHC will raise an invoice for the total monthly concession due each month. Daily and weekly café sales should be made available. There is an expectation that the caterer will be able to accept cash within the café.

The Caterer will provide RHC with prime documents supporting card and account sales, on a monthly basis, to allow RHC to validate.

the value of the concession payment. RHC will notify the Caterer of any discrepancies and will raise an invoice for any additional amounts due.

The Caterer is responsible for managing all aspects of card, cash and account sales relating to the contract including provision of tills, card terminals, cashing up the tills, floats, invoicing and recording and banking.

Any requirements for other back-office space should be highlighted within the tender submission.

Any event specific financials must be dealt with directly with the client separate to the RHC event teams’ venue hire agreement and invoice.

**13. KPI’s**

The catering contract will be for a 5-year term. The successful caterer will be expected to propose and enter into a legal contract. The proposed contract form is a concession contract based on a percentage of retail and event sales.

Tenderers are required to suggest a self-assessment system supported with explanation of how the system will operate. RHC will spot-check data and carry out formal quality audits, over the course of the contract. Findings will be reviewed with the Caterer during performance and planning meetings.

RHC will use the KPIs to assess overall delivery of the contract. If performance falls below targets, the Caterer will work with senior RHC colleagues to agree an approach to remedy and improve performance. Continued failure to meet or remedy failing performance may result in early termination of the contract.

High standards of performance and business effectiveness are crucial to the success of the partnership and RHC’s sustainable future and as such, RHC management team take performance management within the contract extremely seriously. Standard Operating Procedures for areas such as service levels will be agreed at the contract stage.

RHC will agree the annual budget with the Caterer. RHC financial year runs from 1st April to 31st March. The new catering contract should be aligned with this reporting period.as a minimum RHC will expect:

**During mobilisation period:**

* Weekly mobilisation meetings
* Monthly Director-level meeting

**During contract period:**

* Weekly meetings
* Monthly operations/KPI meeting
* Quarterly Director-level meetings with those who hold area responsibility.

Other meetings and review arrangements may be triggered if operational performance failures or weaknesses are encountered. The Caterer will be expected to submit a performance and planning report by the seventh working day of the month. The report will include:

* Executive summary including sales / commission payments and KPI report versus RHC agreed budgets.
* Performance over the previous month
* Action plans to address any areas of under-performance.
* Planned activity over the following three months.
* Progress and proposed improvement/efficiency initiatives
* A report of any serious and/or written customer complaint
* Customer satisfaction data gained from a series of structured feedback mechanisms to be proposed and agreed with RHC.
* Summary of key staffing updates
* Summary of any Health and Safety issues or initiatives
* Merchandising, Marketing and Social Media update
* To meet the set financial KPI’s as agreed by both parties (ATV, SPV & Conversion)

KPIs should be detailed by month, quarter and annually. RHC reserves the right to introduce additional or modify existing KPIs by agreement with the catering contractor.

**SCHEDULE 4**

**To RHC-20**

**CONTRACT SUMMARY**

SCHEDULE 4

**ADDRESSES AND OTHER INFORMATION**

|  |
| --- |
| **1. RHC Procurement:**Senior Procurement OfficerQM DeptRoyal Hospital ChelseaRoyal Hospital RoadLondon SW3 4SRTel: 0207 881 5436 Email: David.Williams@chelsea-pensioners.org.uk |
| **2. Contract Administrator:**Emma.Carver@chelsea-pensioners.org.ukPublic EngagementRoyal Hospital ChelseaRoyal Hospital RoadLondon SW3 4SREmail: Emma.Carver@chelsea-pensioners.org.uk |
| **3. Claims for Payment and Bill Paying Branch:**Finance DeptRoyal Hospital ChelseaRoyal Hospital RoadLondon SW3 4SRTel: 0207 881 5393 Email: finance@chelsea-pensioners.org.uk  |
| **4. VAT:** Responsibility for the determination of VAT liability rests with the Contractor, who should consult his local HM Customs and Excise Office in case of doubt. |
| **FOR OFFICIAL USE:**Cost Centre: QSG GL Code: Contractor's Tel : To Be Inserted At Contract Award |