

|  |
| --- |
| **CONTRACT FOR** **MOBILE FOOD AND DRINKS CONCESSIONS**  **PERIOD:**  **ADVENTURE CINEMA SALTWELL PARK, GATESHEAD 30TH & 31ST MAY 2020**  **CONCESSIONS WILL BE LOCATED WITHIN THE TICKETED AREA** |

A. SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| NEPO Portal Reference: | **DN463636** |
| Council | The Borough Council of Gateshead |
| Contract Description | Gateshead Council invite bids for the following concession opportunities for the outdoor cinema at Saltwell Park Gateshead:  Adventure Cinema experience taking place in the Grove area of Saltwell Park on the 30th and 31st of May 2020. Adventure Cinema successfully run their outdoor cinema experience at beautiful venues all over the UK. We hope to attract between 1000 and 1500 ticket sales for each event.  **Saltwell Park**  **Saturday and Sunday 30th and 31st May 2020**  Film screenings  **30th May – A Star is Born**  **31st May – Bohemian Rhapsody**  Please see the enclosed specification and page 19 for number of concessions required on these dates and approximate timings. |
| Period of Contract | **30th and 31st May 2020** |
| Procuring Officer | The Officer responsible for this procurement is **Caroline Preston**  Telephone **0191 433 2986**  If Suppliers have any queries regarding the quote or if they believe that they are unable to submit a Quote through the electronic system all queries/issues must be raised through the Messaging section within the Project on: <https://procontract.due-north.com> This is to allow for any technical queries to be investigated and resolved. |
| Submission Instructions | **Electronically via the e-tender system.**  **Suppliers must submit one copy of their Quote electronically, with any additional documents required or requested. Documents must be compatible with Microsoft Office or Adobe/PDF.**  The Council communicate through the NEPO Portal e-tendering system; therefore, all correspondence regarding this Quote will be issued to the named person registered on the NEPO Portal. It is the Suppliers responsibility to ensure the correct named person is registered on the NEPO Portal.  If guidance is required on how to submit your response through the NEPO Portal, please visit the NEPO website training section at <https://www.nepo.org/suppliers/learn> to access the Navigating the Portal suite of videos.  These also include useful information on how to manage your online ProContract account. |
| Quotes to be submitted via | <https://procontract.due-north.com>  Quotes must be submitted using the link above. Quotes must not be submitted via postal or email methods.  **Technical Support Availability (Monday – Friday 9.00am–5.30pm)**  If you require time critical assistance on submitting your Invitation to Quote (ITQ) please contact NEPO helpline on 0191 2613940  For non-time critical issues, such as passwords, general account queries and location of information etc. please contact Proactis Supplier Support Helpdesk Ticketing System (<http://proactis.kayako.com>) and select ProContract V3 support. You will then need to log in or submit a ticket to register your issue.  Alternatively, you can email **(**[ProContractSuppliers@proactis.com)](mailto:ProContractSuppliers@proactis.com)) this will automatically log a support ticket on the Proactis Supplier Support Helpdesk. |
| Date and Time for Quote return | **Tuesday 10th March 2020 12 noon** |

# B. TIMETABLE

The key dates for this procurement are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue of Invitation to Quote | **10 February 2020** |
| Deadline for receipt of Quotes | **Tuesday 10th March 2020 12 noon** |
| Contract start date | **30th May 2020** |

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Any changes to the procurement timetable shall be notified to all suppliers as soon as practicable.

**C. SPECIFICATION**

**PROVISION OF CONCESSIONS**

**ADVENTURE CINEMA, SALTWELL PARK, GATESHEAD NE9 5AX**

**30TH and 31ST MAY 2020**

In partnership with Adventure Cinema Gateshead Council are seeking to create a traditional/vintage outdoor cinema experience in the beautiful surroundings of Saltwell Park Gateshead. We would like to invite companies capable of providing concessions fitting into this theme to bid for the below opportunities.

Companies must be able to cover both days for each type of concession. Due to a requirement for darkness it’s likely the film will not finish until approximately midnight however concessions can prepare to close down at 11:30pm in preparation for the close of the event to ensure a prompt departure once crowds have dispersed. Your concession should be attractively presented with efforts made to fit in with a cinema experience.

**IMPORTANT LICENCING NOTICE**

Concessions 10A and 10C must apply for the appropriate TEN (Temporary Events Notice) this enables the sale of alcohol and for late night refreshment of hot food and drinks. Category 10B does not require a TEN. The TEN costs £21. Please note you must allow a clear 10 working days for your application however it is advised that on award of a contract you apply as soon as possible using the following link <https://www.gateshead.gov.uk/article/3448/Temporary-event-notice>.

Without the appropriate TEN you will be unable to trade. It is essential that your food hygiene rating where applicable is a minimum of 4 or 5 stars.

**Adventure Cinema Saltwell Park**

**30th and 31st May 2020**

**Event timings:**

*Both days approx. 8pm to 11:45pm*

*(timings approximate, and concessions will be required to be flexible on timings for arrival and departure)*

Concessions will be located and sited within an allocated pitch within the ticketed area of The Grove, Saltwell Park. This event will run for 2 evenings. Each evening we are expecting to sell between 1000 and 1500 tickets. The audience will be allowed to bring ‘picnics’ into the park but bringing alcohol into the event will be prohibited. We expect much of the enjoyment of this event will be in purchase of food and drinks onsite.

**Concession Requirements:**

**LOT 1 - 10A**

**Must apply for a TEN – late night refreshment**

**1 x hot food, hot drinks and hot desserts –**

*Can be multiple units e.g. nachos, hot dogs, chips, hot drinks, waffles, donuts etc*

**LOT 2 – 10B**

**1 x Cold drinks, confectionary and ice cream**

*Can be multiple units**e.g. popcorn, confectionary, cold soft drinks, ice cream, cold desserts*

**LOT 3 – 10C**

**Must apply for a TEN**

**1 x mobile bar unit** (appropriate in style for vintage/traditional cinema event)

*Wine, Beer, Cocktails, Soft Drinks etc*

# D. INFORMATION AND INSTRUCTION TO SUPPLIERS

## GENERAL

Other than the person(s) identified within this Quotation document, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITQ or any other matter relating to the Contract.

Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion, be circulated to all Suppliers.

The Council reserves the right to issue supplementary documentation at any time during the Quote process to clarify any issue or amend any aspect of the ITQ. All such further documentation that may be issued shall be deemed to form part of the ITQ and shall supplement and/or supersede any part of the ITQ to the extent indicated.

Under the Contract the Council will require compliance with its policies. Suppliers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Quote.

The Quote must be received in accordance with the relevant instructions no later than the time and date indicated.

**IMPORTANT USE OF THE NEPO PORTAL: BROWSER SOFTWARE REQUIREMENTS**

It is a condition of your submission that you use the NEPO Portal at your own risk and follow guidance regarding the use of appropriate browser software including (but not limited to) latest versions of Internet Explorer, Google Chrome, Firefox, Safari and Opera.

The Council will not accept responsibility, or legal liability, whether in contract, tort, (including negligence), breach of statutory duty or otherwise for any loss of profit, loss of opportunity or any direct or indirect or consequential losses or damages arising as a consequence of a failure to comply with currently published software requirements for the use of the NEPO Portal.

## CONTRACT DOCUMENTS

The Council is bound by procurement rules and internal Contract Procedure Rules and cannot enter into any negotiations on the Quote or the Contract. In submitting a Quote, a supplier is agreeing to the Council’s terms and conditions as attached to this ITQ. Any amendments to the Council’s terms and conditions or alternative terms and conditions to the Council’s terms and conditions submitted by a supplier shall not be acceptable or considered by the Council. To the extent that any part of a Quote is inconsistent with the Council’s terms and conditions then the terms and conditions shall prevail.

Any resulting Contract will consist of:

* The Standard Terms and Conditions for Services;
* The Invitation to Quote; and
* The successful Quote documentation
* Special Terms and Conditions

The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.

Any contract award will be conditional on the Contract being approved in accordance with the Council’s internal procedures and the Council being generally able to proceed.

## QUOTE SUBMISSION REQUIREMENTS

Quotes must be written in the English language. The Invitation to Quote can be made available in other languages or formats that are appropriate for the Supplier upon request.

Suppliers are required to complete: -

* Quote Questionnaire comprising:
  + Selection Questionnaire
  + Award Questionnaire
* Pricing Schedule (Schedule 2)
* Form of Quote (Schedule 3)
* Certificate of Non-Collusion and Non-Canvassing (Schedule 4)

Suppliers must clearly reference and label all documentation submitted as part of their Quote. Failure to do so may result in aspects of your Quote not being fully evaluated.

Only one Quote is permitted from each Supplier. If a Supplier submits more than one Quote, the Council will evaluate the one with the latest time of submission and the other(s) will be disregarded.

The Quote (including price) should remain valid for a minimum period of 90 days.

The Quote must not be qualified in any way.

Any signatures must be made by a person who is authorised to commit the Supplier to the Contract.

It is the responsibility of the supplier to ensure compliance with any specified word count or other requirements as to format of Quote submissions. All documents must be submitted in a format permitting independent automatic verification of word counts by the Council (for example scanned PDF documents will not be acceptable).

The Council reserves the right to reject any ITQ which is not submitted in accordance with the instructions given. In particular, the Council reserves the right to reject any Quote submitted in breach of the provisions as to collusion and canvassing set out in Schedule 4.

The Quote must be received in accordance with the relevant instructions no later than the date specified. Please ensure you allow sufficient time to upload your Quote submission and all documents relevant to your submission.

## 4. SELECTION QUESTIONNAIRE

This information contained within your Selection Questionnaire section will be evaluated on a pass/fail basis relying on your answers to the self-certification questions which may be subject to verification by the Council at any time before award of the Contract.

The supplier must complete the Selection Questionnaire to self-certify that they meet the Council’s requirements. Where a supplier is unable to confirm that they meet the Council’s requirements or fails to verify that they meet the Council’s requirements they will be deemed as non-compliant and the Council will not proceed to mark the Award Questionnaire section of the quote submission.

The Council may evaluate the Selection Questionnaire, in whole or in part, at any time during the procurement process and shall not be obliged to evaluate or verify Selection Questionnaire responses before evaluating the Award Questions.

## 5. AWARD QUESTIONNAIRE

The Award Questionnaire will be used to evaluate how your organisation will meet all of the Council’s requirements as set out in the Specification for this Contract. The purpose of the Award Questionnaire is to allow the Council to evaluate your organisation’s understanding of the Council’s requirements for this Contract and the Quality of your proposals for meeting those requirements.

The Council’s usual approach to evaluation is to convene an evaluation panel which will evaluate the Award Questionnaires of the qualifying candidates in accordance with the evaluation criteria. The panel will usually proceed by agreeing consensus scores for each question and recording its reasons for those scores in a single document kept by the Procurement Officer responsible for managing the evaluation process.

Particular questions may be evaluated by specialist officers under the guidance of the Procurement Officer responsible for managing the evaluation process, without reference to the remainder of the panel, where the technical or specialist nature of the question makes that appropriate. The Council reserves the right to adopt other approaches to evaluation where appropriate.

## 6. QUOTE EVALUATION

Each submission will be checked initially for compliance with all requirements of the Quote.

The Quote must be clear, concise and complete. The Council reserves the right to mark a supplier down or exclude it from the procurement if its quote submission contains any ambiguities, caveats or lack of clarity.

If tenderers pass all criteria in the Selection Questionnaire, the Council will use the Award Questionnaire and the Pricing Schedule to evaluate the Quotes on the basis of the most economically advantageous Quote.

The Council’s scoring methodology for the whole of this Quote is set out in the Award Questionnaire.

The Council will rank the Quotes according to their total score.

An evaluation panel made up of Council Officers and any other person the Council considers appropriate, will carry out the evaluation of Quotes in accordance with the set criteria.

The Council does not undertake to accept the lowest or any Quote and reserves the right to accept the whole or any part of any Quote submitted.

The Council reserves the right to seek clarification from any supplier during the evaluation period. This may be in writing or by means of a clarification meeting. This is to help the Council in its consideration of their Quotes.

The Council will not be liable for any additional charges that were omitted from the Quote.

# SCHEDULES

**GATESHEAD COUNCIL**

## ITQ SCHEDULE 1 - QUOTE QUESTIONNAIRE

|  |
| --- |
| **NOTE TO SUPPLIERS**  The Quote Questionnaire comprises the Selection Questionnaire and the Award Questionnaire. Each part of the Quote Questionnaire must be completed.  Please refer to the Scoring Matrix for details of how your Quote will be evaluated.  The contents of this ITQ and of any other documentation sent to you in respect of this Quote process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITQ and all associated documents immediately and not to retain any electronic or paper copies.  No Bidder will undertake any publicity activities with any part of the media in relation to the Contract or this ITQ process without the prior written agreement of the Council, including agreement on the format and content of any publicity.  This ITQ is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.  The Council reserves the right to cancel the Quote process at any point. The Council is not liable for any costs resulting from any cancellation of this Quote process or for any other costs incurred by those quoting for this Contract.  **Please note any Registered Office Address, Business Address and Email Address provided within the Quote documentation will be treated by the Council as Business Addresses and Business email addresses unless you specify otherwise. The Council may use the information submitted in your Quote for the compliance with any obligation placed upon the Council, e.g. transparency requirements.** |

### SELECTION QUESTIONNAIRE

The supplier must complete the sections listed below to self-certify that they meet the Council’s requirements. Where a supplier is unable to confirm that they meet the Council’s requirements or fails to verify that they meet the Council’s requirements they will be deemed as non-compliant and the Council will not proceed to mark the Award Questionnaire section of the tender submission:

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Potential Supplier information** | |
| Question number | Question | Response |
| 1.1 | Full name of the potential supplier submitting the information |  |
| 1.2 | Registered office address (if applicable) |  |
| 1.3 | Registered website address (if applicable) |  |
| 1.4 | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.5 | Date of registration in country of origin |  |
| 1.6 | Company registration number (if applicable) |  |
| 1.7 | Charity registration number (if applicable) |  |
| 1.8 | Head office DUNS number (if applicable) |  |
| 1.9 | Registered VAT number |  |
| 1.10 | Trading name(s) that will be used if successful in this procurement |  |
| 1.11 | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.12 | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-2)? | Yes  No |
| 1.13 | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.14 | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 2** | **Grounds for Mandatory Exclusion** | | |
| Question number | Question | Response | |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | | |
|  | Participation in a criminal organisation. | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Corruption. | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Fraud. | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | | Yes  No  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. | |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | | Yes  No |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | | Yes  No |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 3** | **Grounds for Discretionary Exclusion** | | |
|  | Question | Response | |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | | |
| 3.1(a) | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?    The authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | | Yes  No  If yes please provide details at 3.2 of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. |
| 3.1(b) | Breach of environmental obligations? | | Yes  No  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of social obligations? | | Yes  No  If yes please provide details at 3.2 |
| 3.1 (d) | Breach of labour law obligations? | | Yes  No  If yes please provide details at 3.2 |
| 3.1(e) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | | Yes  No  If yes please provide details at 3.2 |
| 3.1(f) | Guilty of grave professional misconduct? | | Yes  No  If yes please provide details at 3.2 |
| 3.1(g) | Entered into agreements with other economic operators aimed at distorting competition? | | Yes  No  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | | Yes  No  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | | Yes  No  If yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

|  |  |  |
| --- | --- | --- |
| **Section 4.** | **Insurance** | |
|  | Question | Response |
| 1.1 | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = £5m  Public Liability Insurance = £5 million  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Yes  No |

**Contact details and declaration**

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

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

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

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

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| **Section 5** | **Contact details and declaration** | |
| Question number | Question | Response |
| 5.1 | Contact name |  |
| 5.2 | Name of organisation |  |
| 5.3 | Role in organisation |  |
| 5.4 | Phone number |  |
| 5.5 | E-mail address |  |
| 5.6 | Postal address |  |
| 5.7 | Signature (electronic is acceptable) |  |
| 5.8 | Date |  |

### AWARD QUESTIONNAIRE

|  |
| --- |
| **NOTE TO SUPPLIERS**  Responses to the questions below should be clearly referenced with the question number and submitted as a separate attachment entitled award questionnaire. All questions require a response.  You must address each bullet point within the question, failure to do so will result in a lower score being allocated in line with the scoring descriptors.  Your organisation’s response in regard to each separate evaluation criterion is to be set out as a standalone item. Each separate evaluation criterion response will be evaluated in its entirety, clearly separate from any other evaluation criterion response that the supplier elects to submit for evaluation. Failure to provide a response will result in your organisation scoring no marks for that question.  For the avoidance of doubt, evaluators will not cross reference information from one question to another question regardless of its relevance or quality.  The Quote Questionnaire comprises the Selection Questionnaire and the Award Questionnaire. Each part of the Quote Questionnaire must be completed.  Please refer to the Scoring Matrix for details of how your Quote will be evaluated.  The contents of this ITQ and of any other documentation sent to you in respect of this Quote process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITQ and all associated documents immediately and not to retain any electronic or paper copies.  No Bidder will undertake any publicity activities with any part of the media in relation to the Contract or this ITQ process without the prior written agreement of the Council, including agreement on the format and content of any publicity.  This ITQ is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.  The Council reserves the right to cancel the Quote process at any point. The Council is not liable for any costs resulting from any cancellation of this Quote process or for any other costs incurred by those quoting for this Contract.  Please note any Registered Office Address, Business Address and Email Address provided within the Quote documentation will be treated by the Council as Business Addresses and Business email addresses unless you specify otherwise. The Council may use the information submitted in your Quote for the compliance with any obligation placed upon the Council, e.g. transparency requirements.  **Hyperlinks and embedded documents will not be considered.**  The quality section carries a maximum of 40 points (50%)  Overall price will be worth 50% of the marks  **Price will be evaluated as follows:**  =(Highest price/Tendered price) \* Weighting  **Suppliers must achieve a pass on all PASS/FAIL questions to be considered to deliver this contract. Suppliers who fail to achieve a pass on all questions will not be considered to deliver this contract. Prices submitted by any supplier failing to achieve this threshold will not be taken into account and will not be evaluated.** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| **SCORE** | **CLASSIFICATION** | **DEFINITION** |  |  |  |  |
| 0 | Unacceptable Response | Failed to answer the question or is unable to meet any of the requirements of the question |  |  |  |  |
| 2 | Poor response | Poor response which addresses only a limited number of requirements of the question or addresses the requirements of the question but with insufficient detail and/or fails to demonstrate how the requirements of the question will be fulfilled and/or contains inconsistencies. |  |  |  |  |
| 5 | Fair response | Response may address the requirements of the question but lacks details on how the requirements will be fulfilled and/or contains some inconsistencies or addresses most of the requirements of the question but with some omissions. |  |  |  |  |
| 8 | Good response | Response addresses the requirements of the question providing robust details of how the requirement is to be met with any omissions being of a minor nature. It is sufficiently detailed and demonstrates a good understanding of and ability to deliver the requirements of the question. |  |  |  |  |
| 10 | Excellent response | The response addresses all the requirements of the question is demonstrates a thorough understanding of the requirements of the question.  It provides clear and comprehensive details of how the requirements will be met in full. |  |  |  |  |
|  |  |  |  |  |  |  |
| PASS / FAIL | PASS / FAIL | PASS = Yes, meets requirements/confirms compliance  FAIL = No, does not meet requirements/does not confirm compliance etc |

**Award Questions**

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Question** | **Weighting (FIO/%/PF)** | **Total Marks Available** |
| 1 | Please confirm the concession is able to supply evidence of a ‘Scores on the Doors’ minimum hygiene rating of 4 or 5?  **Select one box Yes ❑ No ❑**  **Please Note: if your answer to this question is No or N/A please provide full details** | PASS/FAIL | PASS/FAIL |
| 2 | Please confirm the concession is able to provide evidence of insurance for public liability of minimum £5m  **Select one box Yes ❑ No ❑**  **Please Note: if your answer to this question is No then this will be deemed a Fail and your Quotation will not be considered further**. | PASS/FAIL | PASS/FAIL |
| 3 | Please confirm that the concession can provide evidence of up to date inspections of the concession unit e.g. gas, electric, firefighting appliances etc  **Select one box Yes  No **  **Please Note: if your answer to this question is No then this will be deemed a Fail and your Quotation will not be considered further.** | PASS/FAIL | PASS/FAIL |
| 4 | Please confirm the concession has enclosed internal and external photographs of the concession unit to be used? (please provide your photos with the bid)  Select one box Yes  No   **Please Note: if your answer to this question is No then this will be deemed a Fail and your Quotation will not be considered further.** | PASS/FAIL | PASS/FAIL |
| 5 | Please confirm all staff employed to handle food have completed food hygiene training and that certificates can be provided?  Select one box Yes  No   **Please Note: if your answer to this question is No then this will be deemed a Fail and your Quotation will not be considered further.** | PASS/FAIL | PASS/FAIL |
| 6 | Please provide details of your arrangements for the following:   1. Quality Assurance 2. How you manage the performance of your sub-contractors (where applicable) 3. Traceability of food or ingredients 4. Safe handling and storage of food 5. Handling of customer complaints | 20% | 10 |
| 7 | Please provide details on how you cater for the following:   1. People who are dairy intolerant 2. People who are wheat intolerant 3. People with other food allergies 4. People who have a vegan diet 5. People who have a vegetarian diet 6. Low sugar and low-fat diets | 15% | 10 |
| 8 | Please provide details on your concessions arrangements to support local businesses:   1. Supplies you source in the North East e.g. using locally produced meats, cheeses, dairy and artisan products etc | 5% | 10 |
| 9 | Please provide details on your concession’s environmental obligations:   1. Minimising the use of ‘Single use plastics’ 2. Maximise the use of recyclable packaging 3. Promote and encourage customers to recycle | 10% | 10 |

**PRICING AND PAYMENT**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 10 | Please complete your price subject to the minimum for each opportunity | | | Weighting | Total Marks |
|  | **Adventure Cinema**  **30th and 31st May 2020** |  | **Minimum bid price includes both evenings:** | *50%* | N/A |
| **LOT 1**  **10A** | **1 x hot food, hot drinks and hot desserts**  *Can be multiple units e.g. nachos, hot dogs, chips, hot drinks, waffles, donuts etc* | Y | £500+VAT |  |  |
| **LOT 2**  **10B** | **1 x Cold drinks, confectionary and ice cream**  *Can be multiple units**e.g. popcorn, confectionary, cold soft drinks, ice cream, cold desserts* | Y | £500+VAT |  |  |
| **LOT 3**  **10C** | **1 x mobile bar unit (appropriate in style for vintage/traditional cinema event)**  *Wine, Beer, Cocktails, Soft Drinks etc* | Y | £750+VAT |  |  |

**Please note the theme for the event on page 4 of this document**

## ITQ SCHEDULE 2 - PRICING SCHEDULE

|  |  |
| --- | --- |
| **NOTE TO SUPPLIER**   * Suppliers must complete the Pricing Schedule to provide **all of the obligations under the Contract**. * All prices shall be stated in pounds sterling and exclusive of VAT * Suppliers **must** include all other costs that will be associated with the contract e.g. rates, travel, expenses etc. No claim for additional payment will be considered. | |
| Price Proposal Please see page 19 for minimum bid amounts for each opportunity  *Suppliers must include full details of price, no additional expenses will be compensated*  *ALL PRICES SUBJECT TO VAT* | |
| 10A | £ your bid |
| 10B | £ your bid |
| 10C | £ your bid |
| All concessions will be required to pay for their pitch on confirmation of award of contract. Please tick that you agree with these terms and to **payment in advance:**  **Select one box Yes ❑ No ❑**  *Non-payment of invoices will result in forfeiting the opportunity to trade at the event. Please note that pitch fees are non-cancellable and non-refundable.* | |

## ITQ SCHEDULE 3 – FORM OF QUOTE

|  |
| --- |
| **NOTE TO SUPPLIER**  If you are a Consortium, the Form of Quote must be signed by each member of the Consortium and the lead member must be identified. |

CONTRACT FOR MOBILE FOOD AND DRINKS CONCESSIONS – ADVENTURE CINEMA SALTWELL PARK, GATESHEAD (the ‘Contract’)

Form of Quote

To: Gateshead Council, Corporate Commissioning and Procurement, Civic Centre, Regent Street, Gateshead, NE8 1HH

For the Attention of: Caroline Preston Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir/Madam

Quote for the Contract

I/We the undersigned, Quote and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Quote supplied to me/us for the purpose of Quoting for the provision of the Contract and upon the terms of the Contract.

Attached to this Form of Quote are the following:

1. My/our response to the Quote
2. The completed Pricing Schedule
3. A signed Certificate of Non-Collusion and Non-Canvassing.

I/We confirm that I/We can supply the Contract as specified in the Invitation to Quote at total cost of [insert figure net of VAT].

I/We confirm that:

* We accept the Contract as issued with the Invitation to Quote
* In the event of acceptance of our Quote to execute the Contract [within 15 business days of acceptance (or otherwise agreed by the Council), and in the interim, provide the Contract in accordance with the Contract
* The information supplied to you forming part of this Quote is true and accurate in all respects.
* This Quote will remain valid for 90 days from the date of this Form of Quote.

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

I/We confirm that I/We are authorised to commit the supplier to the Contractual obligations contained in the Invitation to Quote and the Contract.

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

|  |  |
| --- | --- |
| Signed By |  |
| Name(s) |  |
| Position |  |
| For and on Behalf of | [Insert Organisation Name] |
| Name(s) |  |
| Position |  |
| For and on Behalf of | [Insert Organisation Name] |

## ITQ SCHEDULE 4 - CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

CONTRACT FOR MOBILE FOOD AND DRINKS CONCESSIONS - ADVENTURE CINEMA SALTWELL PARK, GATESHEAD (the ‘Contract’)

Certificate of Non-Collusion and Non-Canvassing

To: Gateshead Council, Corporate Commissioning and Procurement, Civic Centre, Regent Street, Gateshead, NE8 1HH

For the Attention of: Caroline Preston Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As a public body it is imperative that the Council receives genuine competitive offers from suppliers, and that all suppliers act in a manner that is honest and reflects best practice. Suppliers are therefore required to sign this document to certify that they have not and will not undertake any acts of canvassing or collusion.

**Statement of Non-Canvassing**

We hereby certify that we have not canvassed any member, officer, representative or adviser of the Council in connection with this Quote, and that no such person employed by us, or acting/advising on our behalf has committed such an act.

We further undertake that we will not canvass any member, officer, representative or advisor of the Council in connection with this Quote or the proposed award of the Contract, and that no person employed by us, or acting/advising on our behalf will do so.

**Statement of Non-Collusion**

We certify that this is a bona fide offer, intended to be competitive, and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any subcontractor identified in this offer)

We also undertake that at any time during the quote process, and (in the event of our Quote being successful) while the resulting Contract is in force, we have not, and will not:

1. Enter into an agreement with any other person to the effect that they shall refrain from quoting to the Council, or seeking to fix the amount of any offer submitted by them;
2. Inform any other person than the Council of the details of the submitted Quote, except where such disclosure is essential for insurance purposes, or for any other legitimate legal or regulatory requirements;
3. Cause or induce any other person to enter into such agreement as described in paragraph 1 above; and
4. Commit any offence under either the Competition Act 1998, the Enterprise Act 2002, the Bribery Act 2010, or s117 of the Local Government Act 1972.

*In this certificate, references to a ‘person’ include any person, body, association, or corporate entity, and reference to any ‘agreement’ include any arrangement whether legally binding or not. Words in the singular shall include the plural and vice versa.*

We agree that the Council may rely upon the statements made in this Certificate.

|  |  |
| --- | --- |
| Signed By |  |
| Name(s) |  |
| Position |  |
| For and on Behalf of | [Insert Organisation Name] |

1. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-2)