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| **FRAMEWORK AGREEMENT FOR THE PROVISION OF CATERING SERVICES IN SCHOOLS** **PRE-QUALIFICATION QUESTIONNAIRE (PQQ) and****Invitation to tender (ITT)** |

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| **Document 1 – INSTRUCTIONS****Reference NO:DN634410** |

## 1. DEFINITIONS

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| “Applicant” | means any person, body or organization taking part in this competition or procurement process; |
| “Authority” | Means Medway Council, an individual School or Academy [dependent on the lot being tendered. Whilst Medway Council would be one contracting authority, other potential contracting authorities would be individual Academies or Schools who are being tendered as single site lots] |
| “Closing Date”  | the closing date for the submission of completed PQQs; |
| “Competition Documents” | means any document issued by Medway Council in relation to this competition; |
| “Contract” | the contract to be entered into by Medway Council with the Contractor together with the special terms and conditions (if any) set out in the invitation to tender; |
| “Contractor(s)” | the firm(s) selected to enter into the Contract;  |
| “Contract Period” | means the period of the contract as stated in the Contract Particulars including any initial contract periods (and any extension provisions) or such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract; |
| “Contracting Authority” | means any contracting authority as defined in the Public Contracts Regulations 2015 other than the Council, or third parties described in the OJEU Notice as having the benefit of the Framework Agreement: |
| “Council” | means Medway Council or the relevant Contracting Authority and their assignees; |
| “Kent Business Portal” | An electronic procurement process management tool that automates the stages of tender workflow; |
| “Most Economically Advantageous Tender (MEAT)” | the Tender which Medway Council has evaluated as representing the best all round value taking into account factors other than or in addition to price such as quality, technical merit and running costs; |
| “PQQ” | Pre-Qualification Questionnaire; |
| “ITT” | Invitation to Tender |
| “Standstill Period” | a period of at least 10 calendar days between the date notification is sent to candidates that Medway Council intends to award the Contract and the date it is proposed to enter into the Contract; |
| “Tender(s)” | the proposal(s) submitted by the Tenderer(s) in response to an invitation to tender; |
| "EIR" | Mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department  |
| “FoIA” | Means the Freedom of Information Act 2004 and any subordinate legislation made under such Act  |

## 2. Introduction

The Authority is conducting the procurement for a catering framework using the restricted procedure in accordance with the requirements of the Public Frameworks Regulations 2015 (*SI 2015/102*) (PCR 2015). The documents published are the pre-qualification and the Invitation to tender in conjunction with **Document 5** **specification – (primary schools and secondary schools)** and **framework agreement contracts which** are applicable to the entire procedure.

A specification (Document 5) has been provided for information and should be read in conjunction with this PQQ/ITT. All documents are subject to change during the subsequent stages of the procurement process.

Any Economic Operator who wishes to take part in the Competition shall register on the Kent Business Portal (<https://www.kentbusinessportal.org.uk>) and express their interest online should the Operator wish to submit a formal bid.

The PQQ answer booklet (Document 2) sets out the information which is required by Medway Council in order to assess the suitability of potential providers in terms of their capability, capacity, organisational and financial standing to meet the requirements.

The ITT answer booklet (Document 3) contains further information about the procurement process, the Services, and assessment questions for Tenderers to complete. Each Tenderer's response (Tender) should be detailed enough to allow the Authority to make an informed selection of the suitable Contractors for the Framework.

The proposed Framework Agreement Contract will have a length of 4 years (48 Months) unless otherwise terminated in line with the conditions of contract.

The contract term will run from a proposed start date of 01st August 2023 until 31st July 2027.

The ultimate providers of the service will have due regard for all legislation, BSI and European standards, goods and accepted service practice implicit in the specification (Document 5) and public/user health and safety.

Following the conclusion of the Framework, the Council will award the provision of the contract for single sites, multi-academy trust (MAT) or small groups of schools to a short list of tenderers who submitted an economically advantageous tender. A call-off contract will then be entered into between framework members and schools as and when services are required.

## Instructions

Applicants should assume that Medway Council has no prior knowledge or information of their organisation and each question should be answered with this assumption.

Applicants must complete and return the PQQ answer booklet (Document 2) and the ITT Answer Booklet (Document 3) along with the Form of Tender (Document 4). In order to simplify this process, applicants should provide only supporting documents which have been requested. Only answers supplied within the PQQ and ITT will be assessed, however, you may be asked to provide additional documents at a later stage. Inability to provide these may see your submission scored down and/ or potentially removed from the process.

Unless specifically requested in the ITT or PQQ, additional supporting information, beyond that provided in the answers, will not be assessed. No general marketing or promotional material from the Tenderer either in answer to any of the questions, or for any other reason, should be included.

Tenderers must ensure that their response to each question is relevant and focused on addressing the question asked. Each question will be evaluated based on the information provided in the response for that particular question and any specifically requested and referenced appendices. No marks will be awarded for a particular question, in respect of information given elsewhere in the completed PQQ or ITT.

Where supporting information is specifically requested, it should be clearly marked with the number of the question in the PQQ or ITT to which it relates.

Joint applicants (consortia) must supply a completed PQQ submission for each consortium member detailing individual company information throughout. In joint applications, **it is a requirement that all applicants pass the mandatory sections**. Applicants must pass the PQQ stage before the evaluation of the ITT will take place.

**Hard copies of responses will not be accepted.**

No information contained in this PQQ/ITT or in any communication made between Medway Council and any potential applicant in connection with this PQQ/ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this PQQ/ITT. Medway Council reserves the right, subject to the appropriate procurement regulations, to terminate the process at any time. Under no circumstances shall Medway Council incur any liability or costs in respect of this PQQ/ITT or any other subsequent part of the procurement process.

In accordance with the UK Government’s policies on transparency, the text of this PQQ/ITT will be made publicly available, subject to any redactions at the discretion of Medway Council.

## The REQUIREMENT

Medway Council is seeking to commission for the provision of catering services in schools utilising a Framework Agreement in line with the attached service specification (Document 5).

Medway Council’s approach is to commission a Framework Agreement to offer catering services in schools as outlined in the service specification (Document 5) output based. The providers will be required to ensure that their operatives are experienced and qualified to a competent standard.

The Authority is looking for providers to provide a full and efficient catering service for schools supporting the Authority in developing a “Whole School Approach” to Healthy Eating.

The proposed Framework will be awarded for a period of four years. This Framework Agreement provides that either the Council or Contracting Authority may call off the provision of the Services by placing an Order with the Contractor, which shall form a separate Service Contract.

In accordance with the Authority’s Contract Procedure Rules any contract awarded with a total exceeding £250,000.00, and some other contracts deemed to be high-risk projects are required to be under seal and/or subject to a Bond or Parent Company Guarantee.

The award criteria for this ITT requirement will be based on 100% Quality**.**

* 1. **Call Off Stage**

Where the Council or Contracting Authority wishes to Order Services from a contractor to this framework Agreement, the Council shall comply with the procedures outlined in Schedule 10 – Council Order Selection Criteria of the Framework Agreement attached as Terms and Conditions.

At the Call Off stage, the award criteria will be based on the following:

* 30% Price
* 30% Quality
* 40% Suitability.

All mini competitions will be defined as a primary or a secondary school requirement.

***Please note the price element will be capped at the Universal Infant Free School Meal Price/Free School Meal Price.***

The weighted quality and price scores will be added together (for each Supplier), to identify the most economically advantageous tender.

Quality will be evaluated in accordance with how Applicants propose to fulfil the specification (Document 5), measured through the responses to method statements in the answer booklet at call off stage.

The quality evaluation will be based on the following scoring methodology:

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| **Score** | **Assessment** | **Description** |
| 0 | **Unacceptable response** | Response to the question (or an implicit requirement) significantly deficient or no response provided. |
| 1 | **Poor response** | Inadequate detail provided, some of the question not answered fully and/or some of the answer not directly relevant to the question. |
| 2 | **Acceptable response** | An acceptable response submitted in terms of the level of detail, accuracy and relevance. The response is viewed as low risk, and fully captures the understanding of the steps involved to deliver the aspects of the question posed. |
| 3 | **Excellent response** | An excellent response submitted in terms of detail and relevance to the question. All areas answered to a high, relevant standard, clearly demonstrating expertise and knowledge incorporating value added benefits/social value attributes and other points of innovation.  The response is deemed to offer little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed. |

## timetable


Set out below is an indicative procurement timetable. This is intended as a guide only and the Medway Council reserves the right to amend it at any time.

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| **Date**  | **Activity** |
| 27/09/22 | PQQ/ITT issued |
| 21/10/2212:00 noon | Deadline for receipt of clarifications |
| 02/11/2212:00 noon | Deadline for receipt of Tenders |
| 04/11/22 | Evaluation of Tenders |
| 16/02/23 | Notification of contract award decision |
| 17/02/23-27/02/23 | "Standstill" period |
| 28/02/23 | Confirm contract award |
|  | Framework start and start of mobilisation periodThe timetable for initial mini competitions for those Suppliers appointed to the Framework will be published at a later date. |
| 01/08/23 | Target service commencement date |

## NO LEGAL OBLIGATIONS

Nothing in the Competition Documents creates a contract between the Medway Council and the Applicant, nor does it create or place any obligations on the Medway Council.

Medway Council does not bind itself to accepting any Applicant’s submission, nor will Medway Council be responsible for, or pay for, any expenses or losses incurred by an Applicant in the preparation of their submissions.

All Competition Documents remain the property of Medway Council. If an Applicant decides that they are unable to participate then they shall immediately return all documents to Medway Council including any copies made, in addition to a statement of the reasons for withdrawal.

Medway Council reserves the right to amend the Competition Documents and/or Contract at any point prior to the award of the contract.

## APPLICANT’S SUBMISSIONS

Applicants must submit their PQQ, ITT answer booklets (Documents 2 and 3) along with the Form of Tender (Document 4) by no later than **12:00 noon on Wednesday 2nd November 2022** via the Kent Business Portal.

Closing date for PQQ and ITT clarification is **12:00 noon on Friday 21st October 2022**. Questions submitted after this deadline will not be answered.

Any Submission received after the time specified for receipt may\* be excluded from the competition.

When responding via the portal, please bear in mind that there will be several suppliers uploading their responses which may slow the network down and reduce the chance of an application being received on time. Applicants are advised to give themselves plenty of time to upload their PQQ and ITT response. Medway Council will not be held responsible for late or failed bids.

Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may\* mean that an Applicant is excluded from the competition.

In the event that there are no satisfactory responses or insufficient responses to ensure genuine competition Medway Council reserves the right to waive any or all minimum requirement(s), and to terminate the Competition. Where the shortlist contains fewer Applicants than Medway Council envisaged inviting to tender, those Applicants will be invited to tender so long as there is a sufficient number of Applicants to ensure genuine competition.

Applicant’s submissions must be explicit and comprehensive as this will be the single source of information on which responses will be scored and ranked. Applicants are advised neither to make any assumptions about their past or current supplier relationships with Medway Council nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

Medway Council reserves the right to require an Applicant to provide additional information supplementing or clarifying any of the information provided in submissions. Medway Council may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

Applicants must, without undue delay, inform Medway Council of any changes to the information provided in any part of this Competition. In the event that Medway Council is not notified of any such changes, it reserves the right to exclude the Applicant from further inclusion in the process.

\* By default, late submissions will be excluded. In certain limited circumstances, Medway Council reserves the right to exercise discretion in not excluding a late submission in order to comply with any legal obligations or influential guidance (this may be case law, etc). Medway Council will in all cases refer the matter to their legal department prior to making a decision.

## CONFIDENTIALITY

All Competition Documents including Submissions must be treated as private and confidential. Applicants must not release details of the Competition, other than in confidence to those who have a legitimate need to know or whom they need to consult for the purpose of taking part in the Competition. Applicants shall not at any time release information concerning the Competition for publication in the press or any other medium.

Each Applicant warrants to the Medway Council that none of its Submissions infringe any intellectual property rights.

Each Applicant undertakes to indemnify Medway Council and to keep Medway Council indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the above provisions.

In accordance with the obligations and duties placed upon public authorities by the FoIA and the EIR, all information submitted to Medway Council may be disclosed in response to a request made pursuant to the FoIA or EIR.

In respect of any information submitted by an Applicant that it considers to be commercially sensitive the Applicant should in their Submissions:

* + clearly identify such information as commercially sensitive.
	+ explain the potential implications of disclosure of such information; and
	+ provide an estimate of the period of time during which the Applicant believes that such information will remain commercially sensitive.

Where information is identified as commercially sensitive, Medway Council will endeavour to maintain confidentiality. However, Applicants should note that even where information is identified as commercially sensitive, Medway Council might be required to disclose such information in accordance with its legal obligations. Medway Council cannot, therefore, guarantee that any commercially sensitive information will not be disclosed.

Applicants must assist and co-operate with Medway Council to enable Medway Council to comply with any requirements (Applicants must bear their own costs for doing so).

In particular the Applicant will:

* provide Medway Council with a copy of all information in its possession or power in the form that the Medway Council requires within five working days (or such other period as the Medway Council may specify); and
* provide all necessary assistance reasonably requested by the Medway Council to enable a response to a Request for Information (where it is obliged to) within the time for compliance set out in Section 10 of the FoIA or Regulation 5 of the EIR.

Medway Council may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FoIA (issued under Section 45 of the FoIA, November 2004), be obliged under the FoIA or the EIR to disclose Information:

* + without consulting with the Applicant; or
	+ following consultation with the Applicant and having considered its views.

Any successful Applicant shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit Medway Council to inspect such records as requested from time to time.

Medway Council reserves the right to publish the name of the Applicants.

Medway Council shall not be liable for any loss, damage, harm or other detriment to the applicant however caused arising from any disclosure of information under any applicable legislation governing access to information.

## Selection of tender documents

Medway Council will disqualify any Applicant who:

* fails to comply with these instructions.
* makes any unauthorised alterations and/or additions
* may be deemed ineligible within the grounds for exclusion in the Public Contracts Regulations
* provides information that proves to be false, fraudulent or inaccurate; or
* fails to submit its completed PQQ before the deadline.

The information supplied in an Applicant’s PQQ response (Document 2) will be evaluated against predetermined criteria (set out below). All Applicants must as a minimum level of compliance achieve a PASS for all Pass/Fail sections.

PQQ submissions will be assessed in accordance with the following criteria:

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| **PQQ Reference** | **Information Requested** | **Scoring Convention** |
| Section 1 | Organisation and Contact Details | Not scored but must be fully completed |
| Section 2 | Grounds for Mandatory exclusion | Pass/Fail |
| Section 3 | Grounds for discretionary exclusion (part 1) | Pass/Fail |
| Section 4 | Grounds for discretionary exclusion (part 2) | Pass/Fail |
| Section 5 | Economic and Financial Standing Regulation 58 | Pass/Fail - Risk based assessment |
| Section 6 | Technical Capacity & Experience  | Not Applicable |
| Section 7 | Additional PQQ Modules | Pass/Fail |
| Section 8 | Declaration | Not scored but must be completed |

Where PQQ/ITT submissions are marked by more than one person, a consensus scoring mechanism will be used (i.e., the panel will agree a score for each marked element). All PQQ/ITT submissions will be marked in the same way by the same person or panel.

If any person OR body forming part of a consortium fails any criterion, the consortium will fail as a whole.

The scored evaluation criteria for the ITT will be scored based on the following scoring methodology. **A minimum score of 2 is required for each scored questions.**

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| --- | --- | --- |
| **Score** | **Assessment** | **Description** |
| 0 | **Unacceptable response** | Response to the question (or an implicit requirement) significantly deficient or no response provided. |
| 1 | **Poor response** | Inadequate detail provided, some of the question not answered fully and/or some of the answer not directly relevant to the question. |
| 2 | **Acceptable response** | An acceptable response submitted in terms of the level of detail, accuracy and relevance. The response is viewed as low risk, and fully captures the understanding of the steps involved to deliver the aspects of the question posed. |
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A shortlist of successful Applicants will be drawn up following the evaluation, and these shortlisted Applicants will be awarded a place on the school catering framework and eligible for all future call off/mini competitions.

Unsuccessful Applicants will be advised as per the timetable specified in Section 5 of these instructions. The decision of Medway Council to disqualify an Applicant shall be final.

## Conflict of Interest

If your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 this should be declared.

 Medway Council may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform Medway Council, detailing the conflict the relevant section of the answer booklet. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by Medway Council should not represent a conflict of interest for the Supplier.

## Public services (social value) act 2012

The Public Services (Social Value) Act 2012 (“the Act”) imposes a duty upon public bodies – where the European procurement regulations apply to the contract in question – to consider, at pre-procurement stage: (a) how what is proposed to be procured might improve the economic, social and environmental well-being of the Council’s area; and (b) how, in conducting the process of the procurement, it might act with a view to securing that improvement. The Act applies to services contracts and to mixed contracts where the ‘services’ part has the greater value.

## TERMS AND CONDITIONS

The attached T’s and C’s are applicable to this PQQ/ITT and any subsequent contract.