

Invitation to Tender

For the provision of

Co-production of a Pantomime

Ref: CPU 6433

Published Date: Monday 5th August 2024

Return Date: Wednesday 4th September 2024

Return Time: 12:00hrs GMT

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1. Introduction
   1. Outline Scope of Requirements
      1. Nottingham City Council (hereafter 'the Authority') is seeking tenders from sufficiently experienced and qualified contractors to establish a contract to work with the Authority to co-produce the annual pantomime in the Theatre Royal for a 5-year period commencing with the pantomime is 2025/26. The successful Producer will be responsible for providing this service, liaising closely with the Venue Director. The Authority’s detailed requirements are defined in the Service Specification outlined in Section 4 of the Invitation to Tender Document.
      2. The Primary Contact for the Authority will be: Jonathan Saville, Director of Programming
   2. Contract Duration
      1. The contract will be awarded to one supplier for a duration of 5-years commencing with the pantomime is 2025/26. The contract is estimated to commence 13 January 2025 and to expire after the final performance and get-out of the pantomime in January 2030.
   3. Contract Value
      1. This tender is seeking a Concessionaire.
   4. Procurement Timetable

|  |  |
| --- | --- |
| **Stage** (The dates provided may be subject to change) | **Date** |
| Invitation to Tender issue date | 5th August 2024 |
| Deadline for contractor clarification requests | 5pm, Wednesday 28th August 2024 |
| Invitation to Tender return date | 12pm, Wednesday 4th September 2024 |
| Contractor Clarification/Evaluation (ensure availability) | 5th September 2024 |
| Contractor outcome notification by | w/c 16th September 2024 |
| 10 day Standstill Period Complete | TBC |
| Contract Award | TBC |
| Implementation Period | TBC |
| Contract Start Date | No later than 30th November 2024 |

* 1. Contract Terms & Conditions
     1. The draft contract the Authority proposes to use is available through the e-tendering portal, [www.eastmidstenders.org](http://www.eastmidstenders.org). By submitting a tender, Tenderers are agreeing to be bound by the terms of this invitation to tender and the contract without further negotiation or amendment.
     2. For contracts that do not require a seal, the final contract will be populated by the Authority upon successful award of this opportunity. Unless a hard copy is specifically required by the contractor an electronic version in PDF format will be sent to the winning bidder(s) via the procurement portal. The contractor will be required to print the contract and sign the relevant section of the signature page. The contract must be signed by hand. Typed or electronic signatures will not be accepted. The signature page must be scanned and together with a copy of the contract returned the Authority electronically via the procurement portal. A version of the contract that is signed by all relevant parties and dated by the Authority will be returned to the Contractor electronically. Please do not date the contract.
     3. For contracts that require a seal, the process outlined in clause 1.5.3 will apply but the contractor will be required to print and sign **two** copies of the contract and return both documents to the Authority via post. Please do not date the contract.  One of the copies of the contract that has been signed by all relevant parties and dated by the Authority will then be returned to the Contractor by post.

1. Conditions of Tender
   1. General Requirements
      1. Tenders are invited for the supply of a concession agreement in accordance with the detailed requirements set out in the Specification.
      2. Tenders must be submitted in accordance with the following instructions; any not complying in part or in whole may be rejected at the Authority's sole discretion.
   2. Preparation of Tender
      1. Tenderers are responsible for obtaining all information necessary for the preparation of their response. All costs, expenses, and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender, and attending any such presentations or interviews as required, shall be borne by the Tenderer.
      2. The Tenderer will be deemed for all purposes connected with the Tender and the contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.
      3. Tenderers may request clarification on any of the points contained in the tender documents (including requests for clarification in relation to the contract terms and conditions). However Tenderers should note that contract terms are non-negotiable and by submitting a completed tender response to the Authority, they are accepting the Authority’s terms of contract. Any qualified tender responses could be deemed as non-compliant.
      4. Clarification requests MUST be submitted in writing through the e-tendering portal, [www.eastmidstenders.org](http://www.eastmidstenders.org), no later than **5pm on Wednesday 28th August 2024.** This will allow the Authority to prepare a response and to supply the information before the final date for receipt of tenders.
      5. Unless otherwise stipulated within the terms and conditions of the contract, Tenderers are responsible for the costs of preparing and submitting their tender response.
      6. Any background information included in relation to this tender is provided in good faith to assist Tenderers in submitting their tenders; no guarantee is given that it is exhaustive, or that any conclusion whatsoever may be drawn from it; and no warranty is made as to its accuracy.
      7. Information given in respect of historical spend is given as a guide; the Authority makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Contractor.
      8. Responses to this Invitation to Tender, and any other associated communication must be submitted in English.
   3. Responses to Invitation to Tender
      1. The purpose of the response is to enable us to evaluate your understanding of our requirements, your proposed methods for meeting them and the suitability of your organisation to become a contractor to the Authority.
      2. Your response shall consist of the following:
         1. A completed Selection Questionnaire, available online on the East Midlands Tenders Procurement Portal.
         2. A written response to the Quality Assessment section, contained within the Form of Tender.
         3. A breakdown of costs in accordance with the Pricing Schedule, contained within the Form of Tender.
         4. The signed Collusive Tendering Certificate, and Tender Declaration, contained within the Form of Tender.
      3. Tenderers should complete the Form of Tenderas instructed and should not make any variation or alteration to the document supplied nor submit any supplementary documents, unless expressly invited or permitted. The Authority reserves the right not to consider any tender submissions received in any other format.
      4. Where signatures are required, these must be provided by an appropriately authorised individual as follows:
         1. Where the Tenderer is an individual, by that individual;
         2. Where the Tenderer is a partnership, by two duly authorised partners;
         3. Where the Tenderer is a limited company, by a director duly authorised for such purposes.
      5. Signatures may be requested electronically on the procurement portal or within the Form of Tender to be submitted. Where a handwritten signature is requested; a scanned signature or an electronic signature is acceptable. Please note; it is acceptable to submit a typed signature for the online Selection Questionnaire declaration.
      6. Tenderers shall satisfy themselves of the accuracy of all fees, rates, and prices quoted, since Tenderers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.
      7. If a Tenderer fails to provide fully for the requirements of the Specification in the Tender they must either:
         1. Absorb the costs of meeting the full requirements of the specification within their tendered price; or
         2. Withdraw their bid.
      8. All tenders shall be valid and held open for acceptance by the Authority for a period of at least 90 days from the deadline for returns.
   4. Submission of Tenders
      1. All tenders and any associated documents must be submitted via the Authority’s e-tendering portal, located at [www.eastmidstenders.org](http://www.eastmidstenders.org).
      2. If you experience any problems accessing EastMidsTenders please contact the Helpdesk on Tel: +44 330 005 0352 or Email: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com)
      3. Tenders must be submitted no later than the time and date shown on the front of this document. No tender will be considered which is late, for whatever reason.
      4. No alteration or amendment of returns will be accepted after the stated deadline, with the exception that the Authority may, at its sole discretion, permit a Tenderer to correct an error or omission that, in the Authority's considered opinion, is a genuine and obvious one.
      5. We do not open any tenders until after the stated deadline has expired, therefore there is neither penalty nor advantage for returning a tender early.
   5. Consideration of Tender
      1. The Authority reserves the right not to award the Contract.
      2. Any acceptance of a Tender by the Authority shall be in writing and shall be communicated to the Tenderer following a standstill period (beginning on the day following the date of the intention to award notification being sent to all Tenderers) of not less than 10 days.
      3. Upon acceptance the Contract shall thereby be constituted and become binding on both parties, notwithstanding which the Tenderer shall, upon request of the Authority, forthwith execute a formal contract in the form provided.
   6. Non-Consideration of Tender
      1. The Authority may, at its absolute discretion, refrain from considering any Tender where:
         1. It is not in accordance with the Form of Tender and/ or terms and conditions provided within the tender pack;
         2. The Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the terms & conditions, or the Specification; except where a variation or alteration is expressly invited or permitted;
         3. Any part of the submission is incomplete, or the Tenderer does not provide all the information required by the Authority.
         4. The Tenderer submits supplementary documents; except where supplementary documents are expressly invited or permitted.
   7. Rejection of Tender
      1. The Authority may reject any tender in any of the following circumstances where the Tenderer:
         1. Fixes and adjusts prices shown in its Form of Tender by any agreement with any other person, or communicates to any person (other than the Officer mentioned in this tender) the amount or approximate amount of the prices (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of financing or insurance); or
         2. Enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; or
         3. Offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed Tender any act or omission; or
         4. In connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972;
         5. Has directly or indirectly canvassed any member or official of the Authority concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer.
   8. Tenderer’s Warranties
      1. In submitting a Tender the Tenderer warrants and represents that:
         1. It has not carried out any of the acts or matters referred to in the clauses titled *Non-Consideration of Tender* or *Rejection of Tender*, and has complied in all respects with these Conditions of Tender;
         2. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
         3. It has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Terms & Conditions and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;
         4. It has full power and Authority to enter into the Contract and will if requested produce evidence of such to the Authority;
         5. It is of sound financial standing and the Tenderer and its partners, officers, and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer) which may adversely affect such financial standing in the future.
      2. The Authority requires the following minimum insurances; the winning Tenderer will be required to demonstrate that they hold the appropriate levels of indemnity before being awarded the contract:
         1. Employer's Liability: £5,000,000
         2. Public Liability: £5,000,000
         3. Product Liability: £5,000,000 (if this is included within the provider’s public liability policy then a separate product liability policy will not be required)
         4. Professional Indemnity: £1,000,000
   9. Data Protection
      1. The bidder shall ensure that any information that is provided as part of the tender process is at all times compliant with their obligations under the Data Protection Act 2018 and the UK General Data Protection Regulations.
      2. Notwithstanding the general obligation above where the Provider is tendering to processing Personal Data as a Data Processor for the Council, the Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under Article 5 (1)(f) of the UK GDPR; and if awarded the contract will provide the Council with such information as the Council may reasonably require to satisfy itself that the Provider is complying with its obligations under the Data Protection Legislation.
      3. Any contract specific information in respect of data protection is set out in the Specification and Contract documents.  Bidders are expected to have read and fully understood the Council’s requirements and any data protection implications associated with them, including the bidder’s own obligations, liabilities and responsibilities under data protection legislation in the delivery of the tendered contract.
   10. Confidentiality
       1. The Invitation to Tender, Terms & conditions, Specification, and all other documents or information issued by the Authority in relation to the Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract, and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority.
       2. The documents which constitute the Contract and all copies thereof are and shall remain the property of the Authority (whether or not the Authority shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.
       3. All information provided by tenderers as part of their response will be treated as confidential during the procurement process. Requests for information received following the procurement process will be considered by the Authority on a case by case basis applying the principles of the Freedom of Information Act which permits certain information to be withheld, for example, where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Authority’s transparency obligations.
   11. Freedom of Information
       1. The Authority is subject to the requirements of the Freedom of Information Act 2000 (FoIA) and the Environmental Information Regulations 2004 (EIR); and may be obliged to disclose information (including information provided by Tenderers) in accordance with the requirements of this legislation.
       2. Tenderers shall state if any information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act, and should state why they consider the information to be confidential or commercially sensitive.
       3. The Authority shall be responsible for determining at its absolute discretion whether information held by it relating to the tender shall be disclosed in response to a request for information under FoIA or EIR.
       4. This will not guarantee that the information will not be disclosed, but will be examined in the list of the exemptions provided in the Act.
   12. Intellectual Property
       1. Unless otherwise specified or agreed, it is the intention of the Authority that all intellectual property rights in all works or supplies provided in relation to this tender which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by the Authority, and the contractor shall ensure that it executes all documents necessary to effect such ownership.
       2. Where the Tenderer provides existing intellectual property right protected material to the Authority in relation to this tender, it shall disclose this to Authority; warrants it has the right to do so; and shall fully indemnify and hold the Authority harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work.
       3. Except as provided above, both parties retain ownership of their pre-existing intellectual property rights protected material.
   13. Sub-contracting
       1. The Authority requires all Tenderers to identify whether (and which) sub-contracting or consortium arrangements apply in respect of this tender. In particular, Tenderers must specify the elements / share (if any) of the contract it intends to sub-contract, any proposed sub-contractors and precisely which entity they propose to be the service provider. This information shall be stated within the Selection Questionnaire.
   14. Consortium Bids
       1. Organisations which might not have the necessary capability or size to tender for the requirement individually are invited to form consortia with other organisations to be able to put in joint bids.
       2. Consortium bids are particularly encouraged from groups of small medium enterprises (SME’s) or voluntary sector organisations, to allow them to compete in markets where they would otherwise be under-represented.
       3. Consortia may take one of two forms, depending on the agreement between the constituent organisations:
          1. Where Tenderers are proposing to create a discrete corporate entity, they shall provide a separate attachment giving details of the entity itself, and the actual or proposed percentage shareholding of the constituent members within the consortium.
          2. If a consortium is not proposing to form a corporate entity, full details of the alternative arrangements proposed shall be provided in a separate attachment. This shall include the management structure, and the identity of the lead organisation responsible for submitting the application on behalf of the consortium.
       4. In either case, each constituent member of the consortium must complete a selection questionnaire with its own details to be submitted as part of a single composite response.
       5. The Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Contractors should therefore respond in the light of the arrangements as currently envisaged. Contractors are reminded that any future proposed change in relation to a consortium must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided.
       6. Where not already the case, the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 26(6) or the Concession Contract Regulations 2016.
   15. TUPE (Transfer of Undertakings and Protection of Employment) Regulations
       1. The Council considers that it is unlikely that TUPE will apply.
       2. The Council has obtained information from the current Contractor that TUPE does not apply to the staff currently employed to undertake this provision, which is the subject of this Invitation to Tender.
       3. Tenderers are advised to seek independent professional advice and if, for any reason, Tenderers deem TUPE to apply all costs submitted must include TUPE cost implications.
   16. Words and Expressions
       1. Words defined in the Terms & Conditions shall have the same meaning in the Invitation to Tender, Form of Tender, Conditions of Tender, and the Specification.
   17. Further Information
       1. Please refer to the procurement website for further information and useful resources such as relevant corporate policies, procedures and standards:

<https://www.nottinghamcity.gov.uk/information-for-business/business-information-and-support/procurement/>

1. Tender Evaluation
   1. Checking and Evaluation of Tenders
      1. An initial examination will be made to establish the completeness of submitted tenders. The Authority reserves the right to disqualify any tender submission which is incomplete or has not been submitted in accordance with the Form of Tender provided within the tender pack.
      2. Responses to the supplier information questions will be checked for compliance, and further clarification sought for any outstanding queries. Tenderers not meeting the basic minimum standard required after clarification may be excluded from further consideration at the Authority's discretion.
      3. The Authority will evaluate the submissions to establish which it considers to be the most economically advantageous tender in accordance with the following award criteria in descending order of importance:
         1. Quality 70%
         2. Price 30%
   2. Selection Questionnaire (SQ)
      1. Tenderers are required to complete the standard selection questionnaire (SQ) as part of their tender response. These questions can be found in the format of an online form on the East Midlands Tenders Procurement portal. They cover your organisation's basic details and some questions will be used to assess your organisation's suitability to become a supplier to the Authority.
      2. The Public Contracts Regulations 2015 introduced a number of amended selection criteria. It is intended that all authorities use this questionnaire, this is designed to help suppliers as it will be consistent across the public sector. Further information and guidance about the SQ can be found on the www.gov.uk website.
      3. The SQ is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).
      4. A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. The declaration is part of the online SQ whereby a typed signature is acceptable.
      5. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria.
      6. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration). Where your proposal includes the use of sub-contractors, question 1.2 requests that you complete and submit the sub-contractor table which can be downloaded from the online form on the East Midlands Tenders website. You should answer questions in Part 3 on behalf of all organisations involved.
      7. The table below details what questions will be assessed as pass / fail and which are for information only.

|  |  |  |
| --- | --- | --- |
| **Section** | **Section Title** | **Requirements** |
| **Part 1: Questions (General Information)** | | |
| Section 1 | Your Information | For Information |
| Section 1 (continued) | Bidding Model | For Information |
| **Part 2: Exclusion Grounds** | | |
| Section 2 | Grounds for Mandatory Exclusion | Pass / Fail |
| Section 3 | Mandatory and discretionary grounds relating to the payment of taxes and social security contributions | Pass / Fail |
| Section 4 | Grounds for Discretionary Exclusion | Pass / Fail |
| **Part 3: Selection Questions** | | |
| Section 5 | Economic and Financial Standing | Pass / Fail |
| Section 6 | Technical and Professional Ability | Pass / Fail |
| Section 7 | Additional Questions including Project Specific Questions | Pass / Fail |
| **Contact Details and Declaration** | | |
|  | Contact Details and Declaration | For Information |

* + 1. The questionnaire is presented as Yes or No responses; however should you feel that there are any that do not apply, please leave the 'Yes' or 'No' tick-boxes blank or state 'N/A' in the answer / supporting information box, and if necessary provide a brief explanation of why you feel the question is not applicable.
    2. The questionnaire is not scored and forms no part of the evaluation other than to gauge an organisation's basic suitability. Any organisation failing to satisfy the Authority of their suitability to undertake the contract will be removed from consideration. Some elements (such as potential conflicts of interest) may require you to provide additional information, and the Authority reserves the right to seek further clarification where appropriate.
    3. If any part of this assessment raises any queries / concerns, further information will be sought from your organisation. This information may take a number of different forms. If the tenderer can satisfy the Authority that it is viable and financially stable despite the assessment raising queries / concerns, they may be allowed to continue in the tender process.
    4. Additional guidance can be accessed when completing the SQ online by clicking the ‘Show more Information’ button in the top right hand corner of the screen.
    5. **Please do not provide any supporting information at this time unless specifically requested**; relevant details will be sought from the leading Tenderer(s) and checked for suitability prior to contract award.
    6. **Section 4 - Modern Slavery:** As part of section seven of the selection questionnaire evaluation process, **the tenderer warrants that it has thoroughly investigated its labour practices, and those of its direct suppliers, to ensure there is no slavery or forced labour used anywhere in the organisation or by any of the direct suppliers to the organisation. The tenderer must put in place all necessary processes, procedures, investigation and compliance systems to ensure that this situation will continue to be the case at all times from and after the fate of the contract.**
    7. **Section 5 - Economic and Financial Standing:** As part of section four of the selection questionnaire evaluation process, the Authority will check your organisation’s financial stability. An important part of the financial vetting process is to establish that the tenderer is viable and financially stable. Where appropriate the Authority uses an external credit agency to verify your organisation’s financial stability. When an external credit agency is not appropriate (i.e. organisations which are not limited companies, or when the credit agency does not recommend a sufficient contract limit, or provide confirmation of financial stability), the Authority will undertake a financial assessment of your organisation. This assessment involves reviewing a set of independently certified / audited financial accounts of your organisation, considering your organisation’s level of reported turnover in relation to the contract value, a liquidity test and a general review of the statements. This information may requested at Supplier Questionnaire stage.
    8. **Section 6 – Technical & Professional Ability:** Please provide details of up to three contracts that your organisation has already delivered, from either the public or private sector that are **relevant** to our requirements. Contracts for supplies or services should have been performed within the past three years. If you are unable to provide at least one relevant example, please provide an explanation for this in question 6.3.
    9. **Section 7 – Data Protection:** This contract contains a high element of personal data processing. As a result, tenderers must provide details of the technical and organisational facilities and measures (including systems and processes) that are in place, or will be in place by contract award to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but not be limited to facilities and measures:
       1. a) the pseudonymisation and encryption of personal data
       2. To ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
       3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
       4. To comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
       5. To ensure sufficient legal  safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
       6. To maintain records of personal data processing activities; and
       7. To regularly test, assess and evaluate the effectiveness of the above measures.
    10. In addition, the tenderer must confirm if their organisation has been subject to any action from the ICO within the last 12 months, received any complaints from data subjects in respect of the treatment of their personal data in the last 12 months, and confirm if a Data Protection Officer has been appointed.
    11. **Section 7 – Real Living Wage:** Details of the Real Living Wage are available at <https://www.livingwage.org.uk/>. This information will be used for monitoring purposes only in relation to the City Council’s objectives of promoting staff development and welfare and payment of the Real living wage. The ‘real Living Wage’ is an hourly rate of pay set independently by the Living Wage Foundation, which may be paid voluntarily by employers. It is at a higher level than the government’s ‘national living wage’, which is the statutory minimum wage payable to all workers in the United Kingdom. The real Living Wage is calculated with the aim of ensuring all employees earn a wage that meets the costs of living, not just the government minimum. (Note this question is for information only and will not be considered as part of the selection process)
  1. Quality Assessment
     1. Tenderers are invited to submit a response to each of the questions included within the Quality Assessment Questions section in the Form of Tender provided within the tender pack.
     2. The Authority will assess Tenderers’ responses to each question against the criteria set out in the Quality Assessment Scoring Table below, and will award points up to the maximum shown against each heading:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Element | Weighting | Sub-Criteria | Weighting |  | Max Score |
| 1 | Artistic Vision and Production Value 42.5% | | Artistic vision | 15% |  | 60 |
| Casting including  weekly budget and ‘overage’ proposal | 10% |  | 40 |
| Set and costume provision and special effects | 7.5% |  | 30 |
| Future pantomime titles and input into decision making/creative process | 5% |  | 20 |
| Casting diversity and accessible performances | 2.5% |  | 10 |
| Band configuration and musical choices | 2.5% |  | 10 |
| 2 | Technical  2.5% | | Technical staffing levels agreed | 2.5% |  | 10 |
| 3 | Marketing 25% | | USP  Growing audiences  Measuring Campaign Successes | 12.5% |  | 50 |
| Marketing assets and content creation:  Press & PR  Marketing Budget | 10% |  | 40 |
| Schools & group sales  Partnerships  Pricing Policy | 2.5% |  | 10 |
| 4 | Financial Proposal | 30% | The financial return to TRCH based on the share of net box office retained and contributions from the Producer towards technical crew costs, marketing spend and hospitality events | 30% |  | 120 |

* + 1. Each question will be assigned a score according to the following criteria. Failure to achieve a rating of satisfactory (i.e. a minimum unweighted score of 3 or above) in any one or more categories may result in the bid being disqualified at the Authority’s discretion:

Does not meet requirement / No information supplied 0

Brief reference / slightly meets requirement 1

Partially meets requirement 2

Fully meets requirement 3

Added value / exceeds requirement 4

* + 1. For example; a weighted score of 4 for question 1 would be calculated using the following formula*:* 4 x 15% = 60
    2. The weighted scores for each question will be added together to create a total score for the quality assessment section.
  1. Price Evaluation
     1. The pricing schedule covered by this contract is given in Section 2 of the Form of Tender, provided with the tender pack. The bidder is required to complete and submit the pricing schedule as part of their tender submission*.*
     2. The lowest priced proposal will receive the maximum score available for pricing. All other proposals will be awarded a score in accordance with the following formula: score = (lowest bid received / bid price) x available score.
     3. Abnormally low or high bids may distort evaluation of tenders, and where the Authority considers a bid to fall into one of these categories the Tenderer will be required to explain the price or costs proposed in their bid in accordance with the guidelines laid out in regulation 69 of the Public Contracts Regulations 2015.
     4. Where a discrepancy exists between the sum of individual prices and the total proposed, Tenderers will be invited to either:
        1. Amend their prices, where this is in the favour of the Authority; or
        2. Withdraw their bid
  2. Clarification of Tender Responses
     1. Where it is considered by the evaluation team that the information or documentation submitted is or appears to be incomplete or erroneous, or where specific documents are missing, the Authority may request the Tenderer(s) concerned to submit, supplement, clarify, or complete the relevant information or documentation within an appropriate time limit.
     2. Wherever possible, any clarifications required relating to the response will be dealt with in writing via the portal. Please ensure someone from your organisation is able to answer any communication sent to you via the Procurement Portal.
     3. It may be considered that written clarification is not sufficient in some instances; the Authority thus reserves the right to invite Tenderers to attend a clarification interview in person.
  3. Calculating the total score
     1. The total weighted quality score and the pricing score will be added together to arrive at the overall score for the bid.
     2. Any award made to any organisation will be based on an accepted bid from the organisation submitting the highest overall scoring compliant bid which has satisfied the Authority's criteria in regard to the selection questions.
  4. Final Qualification Check
     1. Prior to being awarded a contract, if not already supplied or requested at the Supplier Questionnaire stage, the leading Tenderer will be asked to provide documentary evidence to substantiate their responses to the supplier information questions. At the very least, we will ensure that Tenderers meet the minimum standards established in respect of:
        1. Financial stability;
        2. Insurance policies & indemnity limits;

The Authority will also request evidence of any other element(s) covered by the selection questionnaire where this is deemed material to the subject matter of the contract. Should the leading Tenderer be unable to satisfy the Authority's requirements in this respect, their bid will be dismissed and the second placed Tenderer asked to provide their supporting evidence, continuing until the highest placed Tenderer able to satisfy the criteria will be awarded the contract.

1. Specification
   1. Background
      1. The Theatre Royal and Royal Concert Hall (TRCH) is one of the busiest and most successful performing arts venues in the UK comprising of the 1,075 (in pantomime configuration) seat Theatre Royal and the 2,254 seat Royal Concert Hall. We present in excess of 600 performances a year and attracts audiences of over 600,000. The Theatre Royal’s opening programme in 1865 included a pantomime ‘The House that Jack Built’ and the annual pantomime has been a key part of the venue and Nottingham’s cultural programme ever since.
      2. Nottingham Playhouse has also produced a professional pantomime in the city since 1984 and a key challenge for any producing partner is to maintain and further develop the historical and unique pantomime offer at the Theatre Royal reaching new audiences and which differentiates and complements rather than competes with other elements of the Nottingham’s festive offer.
      3. We believe that there is a significant opportunity to grow audiences to 60,000 and increase gross box office revenues to £2m over the course of the contract offered.
   2. Previous Titles, Attendance and Gross Box Office Takings
      1. Previous titles attendances and gross box office for the last ten years are detailed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Year** |  | **Title** | **Paid**  **Attendance** | **Gross Box Office** |
| 2023/24 |  | Dick Whittington | 52,369 | £1,468,953 |
| 2022/23 |  | Snow White | 53,671 | £ 1,568,426 |
| 2021/22 |  | Robin Hood | 37,132 | £ 990,924 |
| 2020/21 |  | No Pantomime due to Covid | | |
| 2019/20 |  | Cinderella | 54,631 | £ 1,481,361 |
| 2018/19 |  | Peter Pan | 55,618 | £ 1,463,601 |
| 2017/18 |  | Beauty and the Beast | 52,553 | £ 1,416,025 |
| 2016/17 |  | Jack and the Beanstalk | 52,202 | £ 1,364,168 |
| 2015/16 |  | Aladdin | 52,999 | £ 1,324,490 |
| 2014/15 |  | Snow White | 53,970 | £1,287,198 |

* 1. Information and Objectives
     1. The schedule below is designed to give tendering companies a clear understanding of the contract requirements and to provide details of what information about the tendering companies will be required to allow the selection committee to make its decision.
  2. 2025/26 Pantomime
     1. The following details confirmed for the 2025/26 pantomime are confirmed and all tender submission should be based on this:
* **Title – Cinderella.**
* **Dates: Get-in 23 November 2025, opens 29 November 2025, closed 4 January 2026**
* **Performance schedule (appendix 1)**
* **Ticket pricing schedule (appendix 2)**
  + 1. Although the exact dates and number of performances for future years can be mutually agreed between Theatre Royal Nottingham and the producer, it is anticipated the following four years of pantomimes will run as follows. Ticket prices for future year will be mutually agreed.

|  |
| --- |
| **2026/27** |
| • Get-in Sunday 29 November 2026 |
| • Performances from Saturday 5 December to Sunday 10 January 2027 |
| **2027/28** |
| • Get-in from Sunday 28 November 2027 |
| • Performances from Saturday 4 December to Sunday 9 January 2028 |
| **2028/29** |
| • Get-in from Sunday 26 November 2028 |
| • Performances from Saturday 2 December to Sunday 7 January 2029 |
| **2029/30** |
| • Get in from Sunday 2 December 2029 |
| • Performances from Saturday 8 December to Sunday 14 January 2030 |

* 1. Rehearsals
     1. It is the responsibility of the Producer to organise and pay for any space required for any rehearsals of the pantomime except those taking place on the Theatre Royal Stage as part of the production schedule following the get-in.
  2. Preferred Titles
     1. The Theatre Royal Nottingham has chosen Cinderella as its title for its 2025/26 pantomime.
     2. Producers will be asked to tell us their preferred titles for 26/27 and 27/28 and explain the reasons for those choices.
  3. Artistic approach and co-production working
     1. A traditional-style, family-focussed pantomime with significant celebrity casting, lavish sets and costumes and special effects along with a contemporary script with humour operating on a number of levels has proved popular with Nottingham audiences.
     2. Producers are reminded that Nottingham Playhouse also produced an annual pantomime in the city and that the Motorpoint Arena has also previously presented a short run Christmas show. Bidders will be asked to explain how their artistic approach and creative teams will ensure that the Theatre Royal pantomime remains and further develops as the premier pantomime in not just Nottingham but also the East Midlands.
     3. Over the last 2 years the Theatre Royal Pantomime has played to c.75% of paid capacity, so there remains an opportunity to further grow and sustain significant increases in audience numbers and ticket sales income. Producers will be asked to explain how they are best placed to exploit this opportunity.
     4. Producers are required to source, commission and develop scripts, which are contemporary and have local relevance. The Theatre Royal Nottingham requires to have sight of the scripts pre-production to have editorial input.
  4. Casting
     1. The successful producer will be required to appropriately cast the pantomime. This will include ‘star’ casting for key roles as well as a supporting cast and dancers. Producers will be required to confirm a weekly star casting budget paid by them from their share of the net box office and set out how any ‘overage’ of this star budget would be shared between the Producer and the Theatre Royal Nottingham. Appropriate understudy cover is required to cover for the sickness and absence of any cast members. All cast members are to be contracted to perform at all performance unless agree otherwise in writing with the Theatre Royal Nottingham.
  5. Children/Amateurs
     1. Should there be a juvenile chorus we expect the Producer is required to obtain all the necessary children’s licences and to arrange and pay for the appropriately registered (including relevant DBS checks) chaperones.
  6. Band
     1. The successful producer will be required to use appropriate live musicians and musical instruments to enhance the production of the pantomime. Producers will also be expected to use provide suitable choice of songs and music in their productions and to obtain all of the necessary permissions.
  7. PRS
     1. The successful producer will be required to liaise with PRS to ensure that the reduce rate of PRS for the production is secured.
  8. Sound
     1. Our technical specification is included at appendix 3.
     2. The Theatre Royal Nottingham requires the Producer to be responsible for the provision and cost of the following:
* The sound design for the production
* Any additional radio mics or sound equipment deemed necessary
* The provision of a sound operator
  1. Lighting and Special Effects
     1. The Theatre Royal Nottingham requires the Producer to provide and pay for a lighting designer for the production. The Theatre Royal Nottingham will provide any house lighting stock as detailed in the venue technical specification (appendix 3). The Producer will be required to provide and pay for any additional lighting and special effects required for the production.
     2. The Theatre Royal Nottingham will provide a lighting board operator and follow-spot operator(s). It is expected that the Producer will contribute towards these costs.

**2.13 Stage Crew**

* + 1. The Theatre Royal Nottingham will provide all stage crew for the general fit up, running and get-out of the production. The exact number of crew required will be mutually agreed by The Theatre Royal Nottingham and the Producer on a production-by-production basis. It is expected that the Producer will contribute towards these crew costs.
  1. Wardrobe
     1. The Producer is required to provide and pay for a Wardrobe Supervisor and a Wardrobe Assistant. The Theatre Royal Nottingham will provide dressers, the exact number of which is to be mutually agreed by The Theatre Royal Nottingham and the Producer on a production-by-production basis. It is expected that the Producer will contribute towards these costs.
  2. Merchandise
     1. Please note that merchandise and the sale of programmes is sole responsibility of The Theatre Royal Nottingham. Sale of artist specific merchandise subject to individual arrangement.
  3. Marketing
     1. The producer if required to support The Theatre Royal Nottingham with the marketing production. This includes, but is not limited to:
* the provision of marketing assets including title treatment and the design of promotional print as well digital media assets.
* Support around casting announcements and a launch event.
* Press/first night hospitality.
* PR events including the cast before and during the run,
* A financial contribution toward marketing budget.
  1. Accessible Performances
     1. The Producer is required to support and facilitate The Theatre Royal Nottingham in providing accessible performances, including:
* Relaxed performances
* Audio described performances
* BSL interpreted performances

Section 5: Social Value & Nottingham Business Charter

5.1 Social Value & Nottingham Business Charter

* + - * The principles and policies of the Nottingham Business Charter will be a mandatory condition of contracts with the Authority above the following thresholds:
* Individual contracts over £1,000,000 for services and works
* Individual contracts over £1,000,000 per annum for goods
  + 1. **Business Charter Principles**
       - The Nottingham Business Charter is a way of doing business in the city to promote and support sustainable growth, social and environmental wellbeing.
       - Signatories to the Charter will become part of a network of organisations that can do business together, whilst supporting the Charter principles to promote economic prosperity and social environmental wellbeing.
       - The Charter also provides a way to create more employment and training opportunities for Nottingham city residents. With Nottingham Jobs we will help employers to find the right people for their business. This free service helps employers to employ the right people with the right skills.
       - The Charter identifies the actions and activities that Nottingham City Council, our contracted suppliers and partner organisations will deliver to bring about economic growth and prosperity and help transform Nottingham from a good to a great city.
       - Charter Principles:
* Support the growth of the local economy
* Be environmentally responsible
* Be a good employer
* Be fair and transparent
  + - * Charter Signatories will:
* Take an active part in improving the economic, social and environmental
* well-being of Nottingham
* Promote the Charter within their own supply chain and encourage their suppliers to adopt the principles of the Charter
* Commit to the principles of the Charter and implement these principles at the earliest opportunity
  + - The principles and policies of the Charter will be mandatory condition for businesses contracting with the Authority above the following thresholds:
  + Individual contracts over £1,000,000 for services and works
  + Individual contracts over £1,000,000 per annum for goods   
      
    1. **Business Charter Principles - Support the growth of the local economy**
       - Where possible Charter signatories will:
* Use the free Nottingham Jobs service to offer employment and training opportunities for local people when creating
  + Apprenticeships and/or traineeships
  + General entry-level employment opportunities
  + Work experience placements
  + Internships and graduate placements
* ‘Buy Nottingham First’ – purchase from a local business
* Undertake school visits to support learning and careers events
* Provide in-kind support for Employment and Skills programmes
* Seek opportunities to work with schools to help to ensure that the young people of Nottingham are equipped with the right skills to match the present and future requirements of the labour market
* Commit to create employment and training opportunities for local residents, including people with disabilities and support people into work experience placements
* Encourage suppliers to endorse the principle of ‘Buy Nottingham First’ throughout their supply chains
* Support the local economy and create jobs and apprenticeships by adopting procurement strategies that remove barriers to local businesses
* Support the local economy by choosing suppliers close to the point of service delivery
  + 1. **Business Charter Principles – Be Environmentally Responsible**

Charter signatories will commit to contribute to a sustainable future by:

* Pledge support for the city’s carbon neutral 2028 target and report annual carbon emissions
* Maximise energy and water efficiency through behaviour change, improving processes and installing clean technologies
* Support the energy transition; use ‘green’ tariffs, install on site renewable generation or switch to low carbon heating i.e. electric heat pumps
* Raise and record awareness of environmental issues and embed environmental management into corporate objectives
* Work to eliminate waste by pushing the “reduce, reuse, recycle, recover” hierarchy
* Invest in an organisational sustainable transport plan for commuting, grey fleet activity and business related fleet transport; encourage walking and cycling
* Enhance local biodiversity by creating, maintaining and protecting green spaces
* Reduce supply chain impacts by procuring local and/or use sustainable suppliers
* Minimise and monitor all forms of pollution to land, air, water and noise
  + 1. **Business Charter Principles – Be a Good Employer**
* Charter signatories will support staff development and welfare and commit to paying the living wage or have a clear plan for moving to paying the living wage
* Signatories will provide a safe and hygienic working environment and not discriminate in terms of recruitment, compensation, access to training, promotion or termination of employment on any grounds
* We also ask Charter signatories not to use zero hour contracts, but instead utilise contracts that allow for suitable flexibility for both employer and employee
  + 1. **Business Charter Principles - Be Fair and Transparent**

Charter signatories will operate in a fair and transparent way and will:

* Work to the highest standards of business integrity and ethical conduct
* Work in an inclusive way and actively promote equality and diversity
* Ensure the well-being and protection of workforces, supported by policies
* Adopt best practice when procuring goods and services