Community Services

#### **Invitation to Tender**

#### **Part A - Instructions and important information**

#### **Part B - Specification**

**Dynamic Purchasing System (DPS) for the supply of Catering Services for Events at the Town Hall, Oxford**

**Contract Term – 4 years from Contract Commencement**

**Procurement portal ref: DN314391**

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**part A – Instructions and important information to TENDERERS**

Oxford City Council (the Council) is the democratically elected body for Oxford with 48 Councillors. The Council is committed to providing accountability and effectiveness of its service delivery through its scrutiny, audit and area committees.

Oxford City Council is a District Council, with responsibilities for running local planning, housing, environmental health, electoral registration, waste collection, leisure and parks services, markets and fairs, tourism and cemeteries for the city of Oxford.

In partnership with other public, private and voluntary agencies the Council provides a wide range of services for approximately 159,600 residents and approximately 60,000 households spread over 24 wards. (Figures as of Nov 2016)

## 1. Scope

1.1 This Contract is for the supply of Catering Services for Events at the Town Hall, Oxford.

1.2 The Town Hall is located at the following address:

Oxford Town Hall, Town Hall, St Aldate’s, Oxford, OX1 1BX

<https://www.oxford.gov.uk/townhall/>

1.3 The Council intend to let a Concession Contract using a Dynamic Purchasing System (DPS) Framework Contract (otherwise called the Contract).

1.4 The Council is managing this DPS in accordance with its general obligations under the Procurement Regulations and the requirements relating to dynamic purchasing systems (Regulation 34).

`1.5 Suppliers responding to this opportunity should carefully consider how their response can align with the Council’s corporate priorities:

* Vibrant, sustainable economy
* Meeting housing needs
* Strong, active communities
* Cleaner, greener Oxford
* Efficient, effective Council

1.6 As a minimum, we expect Suppliers to respond with market leading pricing structures which reflect the scope of the commercial opportunities we offer. Additionally, where there is an opportunity for a sustainable solution, Suppliers are strongly encouraged to offer such solutions, where permitted within the scope of the specification.

1.7 The principal aim of the tender process is to create a framework of catering suppliers (the DPS) that will allow the Town Hall to continue to provide a high quality venue offering an exciting range of catering services for external events.

## 2**. Dynamic Purchasing System (DPS)**

**2.1 What is a Dynamic Purchasing System?**

2.1.1 A Dynamic Purchasing System (DPS) is a completely electronic system established by a contracting authority to purchase commonly used goods, works or services.

2.1.2 The DPS is a procedure available for contracts for works, services and goods commonly available ‘off the shelf’ in the market. As a procurement tool, it has some aspects that are similar to an electronic framework agreement, but where new suppliers can join at any time and existing suppliers can be removed due to poor performance.

**2.2 How does it work?**

2.2.1 A DPS does not operate in the same way as a contract/framework in that it is an ‘open market’ product designed to provide access to a pool of suppliers which can be constantly refreshed. Suppliers join the system by completing a selection document and all suppliers that meet the required standard and are not excluded must be admitted to the DPS.

2.2.2 Suppliers may join the DPS at any point during its validity if they satisfy the selection requirements, and none of the grounds for exclusion apply. The authority is required to evaluate these suppliers’ requests within 10 working days of receipt; this may be extended to 15 days if justified, for example, by the need to examine documents or to verify whether the selection criteria have been met.

2.2.3 Contracting authorities must not impose any limit on the number of suppliers that may join a DPS.

2.2.4 Suppliers may apply or reapply if previously not accepted at any time during the term of the DPS and their bid will be evaluated as per the criteria set out in this documentation.

**2.3 Application to the DPS**

2.4.1 The DPS will be hosted on the South East Business Portal (SEBP) and suppliers wishing to provide a Tender must first be registered on the SEBP.

2.4.2 If you have not yet registered on the SEBP, this can be done online at;

<https://www.businessportal.southeastiep.gov.uk/>.

Select the menu option ‘Supplier Registration.’ Please note that registration is free and help with registering can be found by selecting the menu option ‘Help and Guidance’.

2.4.3 As a user of the SEBP you will have access to the messaging service which facilitates all messages sent to you and from you in relation to any specific event. Please note that the SEBP will email you with notification of messages and it is your responsibility to access these on a regular basis to ensure you have sight of all relevant information.

**2.5 Process for inclusion on the DPS**

2.5.1 The DPS will remain open from 29th December 2017 for suppliers wishing to provide a Tender.

2.5.2 When access to the SEBP has been provided, suppliers will be required to complete the documents provided which will form their Tender.

2.5.3 The responses will be evaluated to assess the potential supplier’s capability and experience in delivery of the services, their compliance with relevant legislation and standards and their proposed commission as cited in the tender documents.

2.5.4 Suppliers will be able to access a specification which includes a description of the services required and some background to the venue.

2.5.5 Any suppliers who do not meet the criteria outlined in the specification as demonstrated by their response to the Tender will not be admitted onto the DPS and will be notified accordingly. There will however be an opportunity to re-apply for admittance onto the DPS at a later stage should the Supplier be able to demonstrate that the criteria can be met following evaluation.

**2.6 Once part of the DPS**

2.6.1 Once part of the DPS there is no obligation for the Supplier to accept work.

2.6.2 In this instance, the Council will provide third parties information relating to all suitable Suppliers on the DPS and allow the third party to liaise with and select a Supplier for their event.

2.6.3 There is no standstill period for individual contracts awarded under a DPS.

2.6.4 Suppliers may be removed from the DPS if any of the following conditions are met:

* The Council receives 2 complaints within a 6 month period that cannot be handled to the satisfaction of the Contract Manager.
* If the Council receives 1 piece of catering feedback about a supplier that is unsatisfactory or below (as per Appendix A) then the Supplier will be invited to a Contract review meeting with the Council. If the Council then receives a further piece of feedback relating to the Supplier that is unsatisfactory or below, the Council reserves the right to remove the Supplier from the DPS.
* The Supplier commits a material breach of any of its obligations under the Contract.

**2.7 Competition for catering events within the DPS**

2.7.1 Should a third party wish to book catering services for their event at the Town Hall, the Council will ensure that the third party are provided with all contact information and marketing material from all relevant Suppliers within the DPS to allow the third party to make a decision. Material will be provided to the Council electronically and in hard copy and the Supplier will be responsible for replenishing the supply to the Council upon request.

2.7.2 The Council will not make any recommendations to customers or favour a Supplier in any way.

2.7.3 The third party alone will make the decision as to which Supplier to use for their event at the Town Hall.

## 3. Contract period

3.1 The Contract is programmed to be awarded on 13th March 2018 for a period of 4 years from Contract commencement.

## 4. Contract value

4.1 Suppliers are advised that under the Government’s Transparency Agenda a certain amount of information about payments made, contracts held etc. is available on the Council’s website. However, where such information exists the Council does not guarantee that this level of purchasing will continue in future, and is not to be taken as an indication of the Council’s future level of spend in this area.

## 5. Contract Management and Performance Measurement

5.1 The Council is responsible for Contract and Supplier management of the DPS Agreement which will be undertaken through obtaining feedback from third parties as to the performance of a catering supplier following an event (see Appendix A). The Supplier will be expected to work collaboratively and proactively with the Council to implement and ensure effective contract delivery. Poor performance will be dealt with as outlined in 2.6.4.

**5.2 Level of Contract Management**

5.2.1 The Council has developed a standard approach to Contract and Supplier management. It is intended that implementation and use of a standardised approach will assist in streamlining processes, improve risk and opportunity awareness and management, improve supplier relationship management and increase contract compliance.

5.2.2 The Council has identified that the level of contract management for this Framework Agreement will be as follows and the Supplier must:

* Supply all the requested management and performance information in the requested formats and timeline, unless otherwise agreed in advance with the Contract Manager.
* Attend each Contract review meeting with the Council as requested by the Contract Manager.
* Support the Contract Manager in early identification of risks and/or opportunities associated with the delivery of the agreement.
* Be aware that the Contract Manager may use performance measures such as performance scorecard and user feedback to assess Supplier performance on the DPS Framework Agreement.

## 6. The basis of the Tenders

6.1 This Contract is being let in accordance with the Council’s Constitution with which the Successful Suppliers shall comply.

6.2 Suppliers must submit in accordance with the instructions contained within this Invitation to Tender. Any Suppliers that do not comply with these instructions may have their tender rejected.

6.3 Suppliers are being invited to respond to a public advertisement. The Contract shall be in writing, in the form contained in this ITT, approved by the Council’s Head of Law and Governance and shall be executed under seal within 28 days of the acceptance of the successful Tenders.

6.4 The Suppliers written response to any information required by the Council will be taken into account in the evaluation of the Tender and if accepted, will be binding but will not detract from the Contract Terms and Conditions or Specification.

6.5 If the Successful Suppliers fail to execute the Contract the Council may (without prejudice to any other remedy available to it) terminate the Contract by notice to the Successful Suppliers having immediate effect.

6.6 Until the execution of the Contract, the successful Suppliers together with the Council’s written acceptance of it shall form a binding agreement between the Council and the Successful Suppliers.

6.7 Every Tender received by the Council shall be deemed to have been made subject to the enclosed Contract Terms and Conditions unless the Council shall previously have expressly agreed, in writing to the contrary. Any alternative Terms or Conditions offered on behalf of the Suppliers shall, if consistent with this Invitation to Tender be deemed rejected by the Council unless expressly accepted in writing.

6.8 Any express waiver or variation of any of the Contract Terms and Conditions made in writing by the Council’s Supervising Officer shall bind the Council. Otherwise, neither the Supervising Officer nor any other servant or agent of the Council has authority to vary or waive any of the Contract Terms and Conditions on behalf of the Council.

6.9 The Council reserves the right not to accept the lowest or any Tender, and to annul the procurement process and reject the Tenders (in whole or in part) at any time prior to Contract Award, without thereby incurring any liability to Suppliers. To be clear The Council reserves the right not to Award any Contract, at its sole discretion.

6.10 The Council reserves the right to negotiate on particular items of a Tender proposal whilst ensuring that such negotiation does not distort competition or differ from the scope of the Contract.

6.11 The Successful Suppliers through their organisations own quality management system shall undertake the day-to-day monitoring and supervision of the Contract. An officer appointed by the Council and referred to in the Contract as ‘the Contract Supervising Officer’’ shall monitor the Suppliers quality control system to ensure compliance with the standards and requirements set out within this Invitation to Tender.

6.12 The Council’s Supervising Officer will work closely with other relevant Council officers and/or stakeholders to ensure that the requirements as set out in the Contract are appropriate to their needs, and are supplied in accordance with the Contract.

6.13 The Council reserves the right to not to award a Contract to the Successful Suppliers where the Suppliers cannot meet the requirements to Council’s timescales and/or satisfaction.

6.14 All communication with the Council must be made via the South East Business Portal (procurement portal). <https://www.businessportal.southeastiep.gov.uk>.

6.15 The indicative timetable for this procurement is:

|  |  |
| --- | --- |
| **Stage/activity** | **Date** |
| Invitation to tender published | 29th December 2017 |
| Deadline for receipt of clarification questions or request for additional information from initial Tenderers | 19th January 2018 |
| **Initial deadline for receipt of tenders** | **29th January 2018** |
| Initial preferred tenderers announced by | 2nd March 2018 |
| Tender remains open to new Tenderers until 13th March 2022 |  |

## 7. Instructions to Suppliers

7.1 Suppliers must observe the following requirements:

(a) Suppliers have responsibility for obtaining, at their own expense, all information necessary for the proper preparation of their Tender. This responsibility extends to attending any site visits or necessary meetings throughout the entire procurement process;

(b) information provided to Suppliers by the Council (whether within the Invitation to Tender or information released subsequently following the despatch of the Invitation to Tender) is provided only for guidance in the general preparation of the Tender. Suppliers must make their own enquiries with regard to the accuracy of any such information. No responsibility is accepted by the Council for any loss or damage of whatsoever kind and howsoever arising from the use of such information by Supplier;

(c) each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender and any formal Contract documents arising therefrom. No copies of the written documentation may be made without the written consent of the Council;

(d) Suppliers shall not make any alterations, qualifications, additions or notes upon the text of the Contract Terms and Conditions except with the prior written consent of the Council. Any proposed amendments must be notified to the Council for consideration prior to Tender submission in accordance with paragraph 4.8 above;

(e) Suppliers are required to keep the Tender open for acceptance for a period of 90 days from the last date for submission of Tenders;

(f) all documents requiring a signature must be signed as stated below and the status of the signatories within the organisation must be indicated;

1. where the Supplier is an individual, by that individual;
2. where the Supplier is a partnership, by two duly authorised partners;
3. where the Supplier is a company, by two directors, or by a director or a secretary of the Company, such persons being duly authorised for that purpose;

(g) should a Supplier withdraw their Tender or fail to complete the Contract within 28 days of acceptance of a Tender, the Council will not, for a period of 3 years, accept any Tender from such Supplier unless the appropriate committee specifically by resolution within this period directs otherwise.

## 8. Tender queries

8.1 Suppliers should seek to clarify any outstanding queries and points of doubt with the Council before submitting a Tender by no later than 19th January 2018.

8.2 All requests for clarification, additional information etc. must be made via the procurement portal <https://www.businessportal.southeastiep.gov.uk>. So as to maintain the principles of the EU Treaty (transparency, equality and non-discrimination) the Council will not respond to any communication that is not received via the procurement portal.

## 9. Completing the documentation

9.1 The Council reserves the right to disqualify any submission which is deemed incomplete.

9.2 Tenders which are not submitted in the format specified in this Invitation to Tender shall not be considered by the Council.

9.3 Please answer all the questions in English, as accurately and concisely as possible, or mark those not applicable ‘N/A’ and provide an explanation.

9.4 Where indicated, responses must not exceed the maximum word or page limit given, appendices will be used as information only to add the understanding of the written response, an example of this may be screen shots of a system.

9.5 Please answer every question as instructed to do so. Do not assume that the officers evaluating the form will know about the Suppliers organisation or the work that they do, and answer the questions as fully as possible within any given constraints. The Council will only evaluate what is written by the Suppliers in their Tender.

9.6 Suppliers should not provide marketing literature or supporting documents, for example, accounts, certificates, statements or policies unless specifically requested to do so. Instead, we may request a statement regarding your approach to various aspects or a summary of your policies. The Council may ask to see these documents at a later stage so it is advisable that Suppliers ensure they can be made available upon request. Suppliers may also be asked to further clarify your answers or to provide more details.

9.7 Unless otherwise specified, Tenders must be submitted using the forms provided, and in the format as issued (not PDF).

9.8 Where a signature is required this must be signed by a person who is authorised to do so as per paragraph 5.1 (f).

9.9 Suppliers must submit their Tender via the procurement portal before the deadline for receipt of tender <https://www.businessportal.southeastiep.gov.uk>.

**Tenders received after the deadline for receipt will not be considered.**

## 10. Freedom of Information

10.1 Suppliers acknowledge that the Council is obliged under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) to disclose information to third parties subject to certain exemptions. This includes the information given in relation to this Invitation to tender process.

10.2 Suppliers therefore accept and acknowledge that the decision to disclose information and the application of any exemptions will be at the Councils sole discretion. The Authority will act reasonably and proportionately in exercising its obligations under the FOIA and/or the EIR as to whether any exemptions under of the FOIA and/or EIR may be applied to protect the Supplier’s legitimate commercial and trade secrets.

10.3 Suppliers should state in the Freedom of Information Disclosure form if any of the information supplied is confidential, or commercially sensitive, or should not be disclosed in response to a request for information under the FOIA or EIR. Suppliers should state why they consider the information to be confidential or commercially sensitive and the time period applicable to that sensitivity.

10.4 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the FOIA and EIR.

## 11. Variant Tenders

11.1 Unless otherwise specified in the Contract Notice, the Council will not accept a variant tender.

11.2 Where a variant tender is invited, the Council will give an indication as to the nature of the variant tender that is authorised. In such instances, Suppliers must also submit a Tender which is fully compliant with the requirements set out in the Invitation to Tender (non-variant).

## 12. Confidentiality of Tender information and documents

12.1 All information provided by the Council in connection with this Tender shall be regarded as confidential to the Council, except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.

12.2 The Invitation to Tender documentation are and shall remain the property of the Council and must be returned with the Tender submission or deleted from any computer systems where it is downloaded. If Suppliers choose not to submit a Tender, the Tender documentation must be deleted.

12.3 The Supplier shall treat the details of its Tender and any subsequent Contract as strictly private and confidential. Copyright in the tender documents is reserved to the Council.

## 13. Canvassing

13.1 Any Supplier who directly or indirectly canvasses any member, officer or agent of the Council concerning the award of the Contract or who directly or indirectly obtains or attempts to obtain any information from any such member, officer or agent concerning any other Tender or proposed Tender shall be disqualified.

## 14. Collusive Tendering

14.1 Any Tenderer who:

(a) refuses to complete the Anti Collusion and Code of Conduct Certificate, or

(b) fixes or adjusts the amount of their Tender by or in accordance with any agreement or arrangements with any other person; or

(c) communicates to any person other than the Council the amount or approximate amount of their proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the ender for insurance or contract guarantee bond); or

(d) enters into any agreement or arrangement with any other person such other person shall refrain from tendering or as to the amount of any tender to be submitted; or

(e) offers, or agrees to pay, or give, or does pay, or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing, or having done, or causing or having caused to be done in relation to any other tender or proposed tender for the Contract any act or omission;

shall (without prejudice to any other civil remedies available to the Council) be disqualified.

## 15. Tender warranties

15.1 In submitting a Tender the Supplier warrants and represents that:

(a) it has complied in all respects with the Invitation to Tender;

(b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Supplier or its employees in connection with, or arising out of the Tender are true, complete and accurate in all respects;

(c) it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Invitation to Tender 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 Council;

(d) it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Council;

(e) it is of sound financial standing and the Supplier 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 Supplier) which may adversely affect such financial standing in the future;

## 16. Payment

16.1 Commission due to the Council from sales shall be made by the Supplier on a monthly basis in accordance with the Specification and the Contract Terms and Conditions.

16.2 All financial arrangements and transactions between the Supplier and the third party are to be entirely managed by the Supplier.

## 17. Tender evaluation

17.1 In evaluating the Tenders the Council shall be seeking to ensure that it secures the most economically advantageous means of the supply and procurement, that is to say, an appropriate level of quality of service delivery and financial performance from the Successful Supplier as well as including continuous improvement.

17.2 The Council has determined the applicable financial and technical Contract evaluation criteria. In essence, to be admitted onto the DPS Suppliers must demonstrate that they are technically and operationally competent and able to meet the Specification, as a minimum requirement, as well as offering a financially attractive level of commission for the Council as specified in the tender documents.

17.3 The Council’s considerations will include the merits and capacity of the Supplier’s services offered, to include the ability to fulfil the Contract Terms and Conditions and Specification requirements.

17.4 Suppliers should note that regardless of a Tenders overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness which is likely to impact adversely upon the supply of the goods and/or services, then grounds will exist to exclude the Tender from further consideration.

17.5 Throughout the evaluation process, the Council reserves the right to seek clarifications from Suppliers, where this is considered necessary to achieve a complete understanding of the tender received.

17.6 An initial examination of the Tenders will be made to establish the completeness of the submitted Tenders. Suppliers are advised of the Council’s right under Regulation 56.

17.7 The evaluation process will consist of Suppliers being assessed against the selection criteria and grounds for exclusion and award criteria. Tenders that meet the selection and grounds for exclusion criteria will be evaluated against the award criteria. The Council reserves the right to examine Tenders before completing the selection and grounds for exclusion assessment.

17.8 Suppliers will be evaluated using the selection and grounds for exclusion criteria listed below. Any Supplier failing any section will not have their tender evaluated.

|  |  |
| --- | --- |
| **Section** | **Assessment** |
| Section 1: Tenderer information | Not scored, for information only\* |
| Section 2: Grounds for Mandatory Exclusion | Pass / Fail |
| Section 3: Grounds for Discretionary Exclusion | Pass / Fail |
| Section 4: Economic and financial standing | Pass / Fail\*\* |
| Section 5: Parent Guarantee | Not scored, for information only\* |
| Section 6: Technical and Professional Ability  (relevant experience and Contract examples) | Not scored, for information only^ |
| Section 7: Modern Slavery Act 2015 | Not scored, for information only\* |
| Section 8.1: Insurance | Pass / Fail |
| Section 8.2: Skills and Apprentices | Not scored, for information only\* |

*\* Supplier may be excluded on the grounds of providing insufficient or false information.*

*\*\* Financial standing takes into consideration a Suppliers credit score, the estimated value of the Contract, and the Suppliers turnover. Any Supplier who does not achieve a credit score of at least 81 on Experian and/or or whose minimum yearly turnover is not at least twice the estimated value of the Contract may be subjected to a more detailed assessment as to their financial standing. Any Supplier who provides less than satisfactory accounts/figures or documentation which therefore give rise to concerns that cannot be satisfied regarding their financial standing, will fail. Credit scores are obtained via Experian.*

*^ Where the examples given are not relevant to the Contract (scope and Contract value), or where insufficient information is given, the Supplier may be excluded.*

17.9 The Council reserves the right to request a site visit to any Suppliers as part of the qualitative evaluation process. Where requested the site visit will be conducted after any clarification/presentation interview and will be attended by members of the evaluation panel and key business users. The Council anticipates that such site visits or references will only be conducted with/requested from the highest ranking Suppliers and will be used only to clarify and verify their submissions.

17.10 The Award Criteria will be scored out of 100%, with Tenders evaluated on the following basis of the award sub-criteria and their weighting for the quality aspect of the tender. Suppliers will need to achieve a score of 80% or over in order to be invited to join the DPS.

|  |  |  |
| --- | --- | --- |
| **Ref:** | **Award criteria** | **Weighting** |
| 1. | Technical Capacity, Expertise & Experience | 15% |
| 2 | Operations & Service Delivery | 20% |
| 3. | Quality Assurance | 25% |
| 4. | Environment | 10% |
| 5. | Health & Safety | 10% |
|  | **Qualitative Total** | **80%** |
|  | **Concession proposal (income to Council)** | **20%** |
|  | **Overall Total** | **100%** |

17.11 The scoring framework shown below will be used to evaluate Tenders. The Suppliers response to each question will be scored and the total pro-rated to give a percentage score out of the maximum percentage for that section

|  |  |
| --- | --- |
| **0**  Unacceptable | Nil response, or Proposal is so incomplete or irrelevant that it is not possible to form a judgement |
| **1**  Poor | Almost unacceptable, response is limited or proposal is inadequate or substantially irrelevant. |
| **2**  Unsatisfactory | Below expectation, proposal does not fully address the requirement and gives rise to a number of concerns about its potential reliability. |
| **3**  Satisfactory | Satisfactory, proposal generally meets requirements, gives minor reservations about meeting some of the requirements. |
| **4**  Good | Good, meets expectations, proposal provides detail that is directly relevant, gives confidence as to reliability to meeting all key aspects of the requirements. |
| **5**  Excellent | Comprehensive, proposal exceeds expectations, gives high confidence that all key aspects of the proposal may be relied upon without reservation, offers added value and innovation that is relevant to requirement. |

17.12 The final scores for the qualitative and concession proposal elements of the Tender will be combined to give an overall final score for the submission.

17.13 With respect to financial criterion scoring each submission will be awarded a weighting based on its relationship with the best value concession proposal. The Tender with the highest concession proposal will be awarded the full weighting available. Each of the remaining Tenders will be awarded a weighting on a pro-rata basis according to the following calculation:

Concession proposal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x 20 % of weighting to be allocated

Highest concession

proposal

Worked **example**:

|  |  |  |
| --- | --- | --- |
| Tenderer | Concession proposal | Pro rata weighting (based on 20% being allocated to the price criteria) |
| A | 100% | 20% |
| B | 80% | 16% |
| C | 60% | 12% |

## 18. Definitions

18.1 Words defined in this document shall have the same meaning throughout the Invitiation to Tender:

“Concession” % of value of sales given to the Council in return for use of the Town Hall catering facilities

1. “Contract” means the Articles of Agreement, the Terms and Conditions, the Specification together with any relevant plans, drawings and any other documents referred to in the Contract schedules, as well as the Successful Tenderers Tender

“Council” means Oxford City Council, the contracting authority seeking to award a Contract

“DPS” means Dynamic Purchasing System

“Invitation to Tender” means the documents that comprise the overall information pack sent to Tenderers for the purposes of submitting a Tender. The Invitation to Tender typically comprises the following documents:

Instructions and important information

Contract Terms and Conditions

Specification

Tenderers response to the Specification

Pricing Schedule

Form of Tender

Confidential Information Statement

Anti-collusion and Competition Code Certificate

Anti-canvassing Certificate

Freedom of Information Disclosure Statement

“Specification” means the document which sets out the Council’s requirement in relation to the supplies/services/works and deliverables required

“Successful Tenderers” means the Tenderers who achieve a score of 80% or over following the evaluation process

“Supplier” means the organisation submitting a Tender

“Tender” means the Tenderers written proposal or bid for the proposed Contract

“Third party” means a member of the public booking an event in the Town Hall requiring external catering.

**part B – SPECIFICATION**

**Introduction and Context**

Oxford Town Hall is a stunning Grade II\* Victorian building in the heart of Oxford. With 10 meeting rooms and 3 event rooms the Town Hall is utilised for all manner of events from conferences and exhibitions to weddings and concerts. Oxford Town Hall is able to cater for 5 to 500 guests.

The Oxford Town Hall has a café run by an external Supplier and other Suppliers who can provide catering for events. In order for the Town Hall to offer a wide range of Suppliers to service the full range of events it holds, the Council are looking to create a DPS for approved catering Suppliers. Upon initial enquiry or booking the venue the third party will be given the details of all the Suppliers on the framework and will be advised to contact Suppliers directly. The Council cannot guarantee any level of sales to any Suppliers as the third party will be responsible for choosing the required Supplier from the framework. The Council will not make any recommendations to the third party.

**Operational Information**

• Oxford Town Hall is run and operated by Oxford City Council.

• Oxford Town Hall is open 7 days a week with events available on all days between the hours of 6:00am and 2:30am.

• There is no loading permitted directly outside the front of the venue from 12:00pm to 8:00pm daily. Blue Boar Street is situated next to the Town Hall and is an option for loading, but does not provide level access.

• Oxford Town Hall is licensed for the sale and consumption of alcohol on the premises.

• Chosen Tenderers will have access to the commercial kitchens which includes use of all ovens, hobs, grill, fridges and freezers, wash up area, servery (including dumb waiter), water and hot cupboard. Any extra equipment must be supplied by the caterer, with all electrical equipment having had an up to date PAT test.

• Town Hall staff will put out all tables and chairs to clients requirements for suppliers to set up in an agreed time frame.

• Oxford Town Hall can offer basic bar units to use if required for bars and there is no charge for this.

**Historic Event Breakdown**

These figures are based on the financial year 1st April 2016 to 31st March 2017 and the Council target a 5% increase year on year.

As catering services are procured from a third party we can only advise of the approximate spend per year, not the type of catering required for each event. The total value of catering services provided in this period was £377,730.

|  |  |  |
| --- | --- | --- |
| **Booking Type** | **Annual Total** | **Monthly Average** |
| Meetings & Conferences | 389 | 32 |
| Social Events (Parties, Dinners etc.) | 43 | 4 |
| Weddings | 102 | 9 |
| Council - Public Meetings | 37 | 3 |
| Civic Functions (eg Lord Mayors Dinner) | 4 | NA |
| **Total** | **575** |  |

**Caterer Requirements**

• The Supplier must ensure that it has an appropriate number and level of trained staff, including a duty manager, to efficiently and safely manage the event operation and keep the building secure according to the Council’s Health and Safety Policy (Appendix B).

• The Supplier will be responsible for the full service delivery including selecting, ordering and paying for food and beverages required and managing the receipt and storage of such goods. Having agreed an initial menu range and price across all areas with the third party, any changes will be agreed between the Supplier and the third party. The Council will take no responsibility for non-payment of invoices by the third party.

• The Supplier will be responsible for the recruitment and employment of production and service staff, for all catering related training, including vital health and safety training as required and for paying wages and statutory employment costs.

• Staff will need to be trained to appropriate levels including CIEH level 2 awards for food safety in catering and healthier food and special diets and basic beer and cellar management. A Food Standards Authority Hygiene Rating of 4 stars will be accepted as a minimum.

• The Supplier will be responsible for all administration associated with the services, including cash takings and banking, associated records and taxes. From an accounting perspective, the Supplier should trade as an independent entity in relation to the services provided by The Town Hall.

• Oxford Town Hall will not supply any crockery, glassware, linen and cutlery or any other equipment. Suppliers will be responsible for providing all other equipment required and all equipment owned by the Supplier must be removed after the catering event. The ownership of any items provided by the Supplier will be retained by the Supplier.

• The Council will complete an asset register (schedule 3 of the Contract) before each event to ensure property remains with the rightful owner.

• The Supplier will be responsible for providing a member of staff who holds a personal licence to sell alcohol from licensed premises, so that every sale or supply of alcohol is authorised by a personal licence holder;

• In line with the environmental responsibilities of Oxford City Council and Oxford Town Hall, the Supplier will be expected to have a responsible environmental policy and endeavour to put this into practice in terms of responsible energy usage, environmentally friendly products including cleaning products, packaging and other disposables, minimising food wastage, effective recycling including food waste recycling.

**Documentation required**

The following documentation is required as part of the tender process and is requested later in the documents. If you are successful with your bid, you must keep the Council up to date with any changes or updates to the documentation by providing the latest copie**s.**

1. A copy of your most recent environmental health report from the local issuing authority (please note that the minimum ‘Scores on the Doors’ /FSA Food Hygiene Rating Scheme rating that will be accepted is 4 stars/Generally Satisfactory)

2. A risk assessment for providing the catering at the event which must be specific to the Town Hall (visits can be arranged if required by contacting [townhall@oxford.gov.uk](mailto:townhall@oxford.gov.uk) ).

3. A copy of licences for any of their Personal Licence Holders that will be overseeing alcohol sales at the venue.

**Expectations**

• Suppliers are to underpin event catering with excellent customer service, value for money and a strong focus on sourcing quality local produce where possible.

• Suppliers will ensure that the reputation of the Town Hall is upheld and not brought into disrepute in any way.

• Third parties will seek quotes directly from the Suppliers.

• Suppliers must acknowledge third parties within 1 working day of receiving requests for information and if requested provide a quotation within 3 working days.

• All Suppliers must provide an indicative menu as a basic option to give a feel for what is on offer. This must be suitable for the Council to supply to third parties to enable them to make a decision and it will be the responsibility of the Supplier to keep this information updated in their format. This is an opportunity for the Supplier to promote their services.

• Suppliers must include an event manager and personal licence holder for all events.

• Suppliers must ensure that all staff dress suitably and appropriately to carry out their duties. The Supplier shall ensure that their staff wears a recognisable uniform for events.

• Suppliers will be responsible for ensuring the kitchen and all associated areas are left clean and tidy after events. The Council may take a photograph to evidence the initial state of the kitchen and if it is not left as it is found, a minimum cleaning charge of £250 will be applied.

• Suppliers must include all staffing, linen and crockery costs in quotes to clients.

• Supplier performance will be monitored by way of a feedback form provided to third parties following an event, to ensure that not only are they happy with the selection and service but also that health and safety requirements and waste management are followed.

• Suppliers must provide, not later than the fourteenth day of each calendar month, the following in an excel format:

a) A statement showing a breakdown of sales for the previous calendar month.

b) The value of Commission due to the Council for the previous calendar month.

• The Council will raise an invoice to the Supplier following receipt of the monthly report described above.