****

**Invitation to Tender (ITT) for School Meals and Shire Hall Catering Services Framework Agreement**

**Document 4** – **Instructions for Providers**

**Contents**

[**1.0 Key Dates 2**](#_Toc66721257)

[**2.0 Preparation of the Tenders 2**](#_Toc66721258)

[**3.0 Questions regarding this Invitation to Tender 3**](#_Toc66721259)

[**4.0 TUPE Information 4**](#_Toc66721260)

[**5.0 Submitting your application 4**](#_Toc66721261)

[**6.0 Acceptance of terms and conditions 5**](#_Toc66721262)

[**7.0 Authority Clarifications on Contractors Tenders 5**](#_Toc66721263)

[**8.0 Contract Award Process, Standstill and Debrief 6**](#_Toc66721264)

[**9.0 Variant Bids and Consortium Bids 6**](#_Toc66721265)

[**10.0 Consortia and Subcontracting Arrangements 6**](#_Toc66721266)

[**11.0 Disclaimers 7**](#_Toc66721267)

[**12.0 Confidentiality and Freedom of Information 8**](#_Toc66721268)

[**13.0 Contractor conduct and conflicts of interest 9**](#_Toc66721269)

[**14.0 Intellectual Property 9**](#_Toc66721270)

[**15.0 Authority's rights 9**](#_Toc66721271)

[**16.0 Certificates 10**](#_Toc66721272)

1. Key Dates
   1. The key dates for this procurement are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| **Publish Tender** | **3rd September 2021** |
| **Site Visits** | **14th September 2021** |
| **Deadline for Contractors to submit request for clarifications** | **24th September 2021, 12 Noon** |
| **Target date for The Authority to publish responses to clarifications** | **1st October 2021** |
| **Deadline for receipt of Contractor Tender Submission** | **8th October 2021, 12 Noon** |
| **Evaluation of Tenders** | **11th October 2021- February 2022** |
| **Contractors Site Visits** | **Week commencing 3rd January 2022** |
| **Notification of Contract Award decision** | **14th March 2022** |
| **"Standstill" period ends** | **24th March 2022** |
| **Mobilisation Period** | **April 2022 – July 2022** |
| **School Meals Framework Commencement** | **28th July 2022** |
| **Shire Hall Catering Services Framework Commencement** | **1st August 2022** |
| **School Meals Service Commencement** | **5th September 2022** |

* 1. This Timetable is indicative only, and The Authority reserves the right to vary it. Any changes to the procurement Timetable shall be notified to all Contractors as soon as is practicable.

1. Preparation of the Tenders
   1. Your submission must meet minimum requirements and adhere to instructions as described in the Invitation to Tender (ITT) documents.
   2. Only submit information that is necessary to respond effectively to this ITT. Do not provide additional attachments or hyperlinks to further information unless

requested. These will not be read and will not be taken into account in the evaluation of your Tender Submission.

* 1. Your Tender Submission must be stand-alone and not be qualified in any manner (including reference to another Tender Submission or any external factors).
  2. Your Tender submission and all supporting documents should be in English and submitted in the original format as issued e.g. Microsoft Office Word or Excel. The file names should be as issued, with the inclusion of your organisation name at the start e.g. Contractor Name Document 6 Standard Selection Questionnaire

* 1. All questions must be completed and all required information supplied. Do not leave any question blank as this may result in your Tender Submission being disqualified from the evaluation process.
  2. Information given to Contractors is supplied for general guidance purposes in connection with the preparation of your Tender Submission. No responsibility is accepted for any loss or damage arising from the use of such information.
  3. The Authority is not liable for any costs incurred by the Contractor during the tender process, whether or not their Tender is successful.

1. Questions regarding this Invitation to Tender
   1. You are able to ask questions or request clarification on any matter arising from this Invitation to Tender through the ‘messages’ section of the e-procurement portal.
   2. Any questions or requests for clarification will need to make before the deadline for clarifications.
   3. The Authority will not respond to any questions asked outside of the e-procurement portal.
   4. To ensure all Contractors have equal access to information, all questions/ requests for clarification sent to the Authority through the e-procurement portal will be anonymised and the response published through the ‘messages’ section.
   5. The Authority will not enter into exclusive discussions regarding the requirements with any Contractor.
   6. Contractors may request that a clarification is treated confidentially. However, if in the opinion of the Authority the clarification once anonymised could benefit other Contractors the response will be shared with all Contractors who have accessed the Invitation to Tender on the e-procurement portal.
   7. The Authority will be open, fair and transparent in communications with Contractors. Contractors are advised not to rely on communications from the Authority in respect of the Services or ITT documents unless they are made in accordance with these instructions and through the e-procurement portal.
   8. All questions must be uploaded and submitted via the e-procurement portal at:

[www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

1. **TUPE Information**
   1. All TUPE information will only be released on completion and return of the Confidentiality Agreement.
   2. The Confidentiality Agreement must be returned via the Procontract messaging system only.
   3. Please note that if you do not obtain the TUPE information your bid may be regarded as non-compliant.
2. **Submitting your application**
   1. All submissions must be uploaded and submitted via the e-procurement portal at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)
   2. Submissions to the Authority by any other means will not be accepted.

4.3 If you have any problems with using the portal please contact Due North on 0330 0050352 or email support@due-north.com

* 1. Due North operate the e-procurement portal and they will be able to talk you through any problems as they have access to Suppliers screens.
  2. If the Authority makes any material amendment to the original Invitation to Tender, an extension of the submission deadline may be given to all Contractors at the absolute discretion of the Authority.
  3. Submissions must arrive no later than the deadline set out above and in the manner described.
  4. Any submission received after the deadline shall not be opened or considered. However, the Authority may, at its own absolute discretion extend the deadline and in such circumstances the Authority will notify all Contractors of any change.
  5. Please allow sufficient time to upload your completed application to the e- procurement portal before the deadline. Any submission which is partially uploaded by the closing time will be registered by the e-procurement portal but may be regarded as a late submission and disregarded.
  6. Please ensure you allow sufficient time to apply to your bank for your bank reference (if required) If the bank reference is not submitted with your tender, your tender may be rejected.
  7. Hyperlinks to website information may be included in your submission but will not be evaluated as part of your response. The Bidder must work within these limits at all times. The use of diagrams, structure charts and flow charts is acceptable where they are directly relevant to and support your response and are specific to your Gloucestershire proposal. Other attachments, such as policy documents, implementation plans and spreadsheets are acceptable only where this is specified in the individual question. Font type and size to be used for response is Arial 12.

1. Acceptance of terms and conditions

The Authority’s Terms and Conditions of Contract are included in this tender pack. You are required to accept these Terms and Conditions, by the submission of your bid. You may raise any questions regarding these Terms and Conditions during the tender clarification process, as shown in the timetable provided in 1.1 of this document. It is the Contractors responsibility to ensure that they have read the terms and conditions prior to submitting their tender.

1. **Authority Clarifications on Contractors Tenders**
   1. The Authority may seek clarification of any part of a Contractor’s submission at any time.
   2. The Authority may at its sole discretion request any documents listed in this Invitation to Tender, from the Contractor.
   3. If there appears to be an error or inconsistency in the submission or any information provided in support of it, the Contractor’s may be invited to provide clarification. This will be at the sole discretion of the Authority.
   4. Independent financial and market advice may be sought to verify information provided by Contractors.
   5. Where Contractors have indicated that there are policies in place, the Authority may require evidence of these within a given time frame. Failure to comply may invalidate the bid.
   6. The higher the risk of the procurement, the higher the level of verification is likely to be required. Not all questions require supporting documents. However the Authority may ask to see documents at a later stage, so it is advisable you ensure they can be made available promptly on request.
   7. Contractors are required to complete a tender submission strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Authority's discretion, be taken as a rejection by the Contractor of the terms set out in this ITT.
   8. The Authority may carry out validation exercises to determine whether Contractors can substantiate the evidence supplied to support their submission. In validating the evidence, the Authority will use any practical means, and may approach any person or Contractor named in the highest scoring Contractor’s Tender as part of the validation. Validation of any Contractor’s tender must not be taken as inferring acceptance of any tender. The Authority may reduce the marks if the evidence provided in support of the Tender is not supported by the validation exercise. If lower mark(s) are awarded then the overall score will be re-calculated.
   9. Legal and commercial risks will be assessed continually throughout the procurement process.
2. **Contract Award Process, Standstill and Debrief** 
   1. The Authority intends (but does not undertake) to award the Contract on the date specified in the Timetable. Any contract award will be subject to the formal approval process of the Authority. The Contract shall not be entered into until all necessary approvals are obtained.
   2. Once the Authority has reached a decision in respect of a contract award it shall send a contract award notification to all Contractors simultaneously and provide for a standstill period in accordance with Regulations 86 and 87 of the Public Contracts Regulations 2015 before entering into any Contract.
   3. Tenders shall remain open for acceptance by the Authority for a minimum of 120 calendar days from the deadline of receipt of Tenders.
   4. Formal acceptance of a Tender in writing by the Authority or such parts as may be specified, together with the Contract Terms shall comprise a binding contract between the Authority and the Contractor.
   5. Contractors must not provide any Services without having first received written notification from the Authority that they have been awarded the Contract and that they are required to begin work in connection therewith.
3. **Variant Bids and Consortium Bids**
   1. For this procurement Variant bids will not be accepted.
   2. The Authority requires all Contractors to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the contracting party**.** These details need to be provided in Document 6 Standard Selection Questionnaire.
4. **Consortia and Subcontracting Arrangements**
   1. Sub contracting arrangements are applicable where groups of companies come together specifically for the purpose of bidding for appointment as the Contractor, but envisage that one of their number will be the Contractor and the remaining members of that group will be subcontractors to the Contractor.
   2. All information requested in this ITT must be given in respect of the Contractor unless the Authority requests otherwise. If it is envisaged that one or more subcontractors will play a significant role in the delivery of the Services the Contractor must provide:
      1. The name and (where applicable) the company number of each such subcontractor; and
      2. Details of the part(s) of the Services that each subcontractor will carry out.
   3. Although it is recognised by the Authority that any subcontracting arrangements described in a Tender may be subject to change prior to the date of the Contract award, Contractors must immediately notify the Authority of any changes to those subcontracting arrangements given that they may have a material effect on the way in which their Tender is scored. Any failure by Contractors to disclose such information may result in the rejection of their Tender.
   4. Consortia arrangements are applicable where groups of companies come together specifically for the purpose of bidding for appointment as the Contractor and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
   5. Contractors must submit details of any special purpose vehicle they have established or intend to establish for the purposes of their Tender to include the actual or proposed percentage shareholding of the constituent members thereof. If a consortium is not proposing to form a special purpose vehicle it shall provide full details of any proposed alternative arrangements. Responses must enable the Authority to assess the overall service proposed.
   6. The Authority reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015.
   7. Although it is recognised by the Authority that any consortia arrangements described in a Tender may be subject to change prior to the date of the Contract award, Contractors must immediately notify the Authority of any changes to those consortia arrangements given that they may have a material effect on the way in which their Tender is scored. Any failure by Contractors to disclose such information may result in the rejection of their Tender. Responses must enable the Authority to assess the overall service proposed.
5. **Disclaimers**
   1. While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority nor its advisors, will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its Appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Contractor. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
   2. If a Contractor proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
   3. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.
   4. The Authority is not liable for any Contractor costs incurred in the preparation of your submission and the evaluation process.
6. **Confidentiality and Freedom of Information**
   1. The Authority is committed to open government and meeting its responsibilities under the Freedom of Information Act 2000.  Accordingly, all information submitted to the Authority is subject to the provisions of the said Act and may be requested by a member of the public or other interested party.  Contractors should be aware that the Authority publishes details of its contracts, including contract values and the identities of its Contractors on its website.
   2. If a Contractor considers that any of the information included in their Tender is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.
   3. Contractors should be aware that, even where they have indicated that information is commercially sensitive, the Authority might be required to disclose it under the Act if a request for its disclosure is received.
   4. Contractors should also note that the receipt of any material marked ‘confidential’ or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.
   5. The Contractor shall not disclose its bid in response to this ITT, nor discuss the bid that it intends to make nor canvass for its acceptance, other than with professional advisers who need to be consulted. In particular, bids shall not be canvassed or discussed with any other Contractor or with any officer of the Authority.
   6. The Contractor must ensure that any such subcontractor or professional advisor abides by the terms of this ITT.
   7. The Authority is under a duty to protect the public funds it administers, and to this end may use the information you provide in this ITT for the prevention and detection of fraud.  It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.  For further information see <http://www.gloucestershire.gov.uk/fairprocessing>
7. **Contractor conduct and conflicts of interest**
   1. Any attempt by a Contractor or their advisors to influence the contract award process in any way may result in the Contractor being disqualified. Specifically, Contractors shall not directly or indirectly at any time:
8. Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, Contractor, consortium member or Supplier of finance.
9. Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
10. Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
11. Canvass the Authority or any officers, employees or agents of the Authority in relation to this procurement.
12. Attempt to obtain information from any of the officers, employees or agents of the Authority or their advisors concerning another Contractor or Tender.
    1. Contractors are responsible for ensuring that no conflicts of interest exist between the Contractor and its staff and advisers, and the Authority and its staff and advisors. Any Contractor who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.
13. **Intellectual Property**
    1. All intellectual property rights in this ITT and all materials provided by the Authority or its professional advisers in connection with this ITT are, and shall remain, the property of the Authority or its professional advisers (as the case may be).
14. **Authority's rights**

15.1 The Authority reserves the right to:

1. Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority.
2. Disqualify any Contractor that does not submit a compliant Tender in accordance with the provisions of this ITT.
3. Disqualify any Contractor that has made misrepresentation in relation to its Tender, expression of interest or the tender process.
4. Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
5. Choose not to award any Contract as a result of the current procurement process.
6. Accept any part of any Tender.
7. Abandon the process at any stage and consider alternative procurement options.
8. Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

### 

1. Certificates

16.1 Within your tender submission you must include signed certificates in Document 9a and 9b.