

Document 3b

Tender Specification

Shire Hall Catering Services

Gloucestershire County Council

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# DEFINITIONS

Save in respect of the following definitions, in this Specification, the following words and expressions shall have the same meanings as are respectively assigned to them in clause 1 of the Call-Off Terms and Conditions, defined below.

* **“Authority”** means Gloucestershire County Council, or its successor.
* **“Call-Off Contract”** means the contract entered into by the Authority and the Service Provider under the Framework Agreement.
* **“Call-Off Terms and Conditions”** means the call-off terms and conditions set out in Schedule 4 of the Framework Agreement.
* **“Client” means the Authority’s representative.**
* **“Customers” means users of the Services.**
* **“Framework Agreement”** means the framework agreement between the Authority and the Service Provider for the provision of Shire Hall catering services under which the Authority may place orders for the Services.
* **“Service Provider”** means the contractor appointed to provide the Services under the Framework Agreement.
* **“Services”** means the Services described in this Specification.
* **“Support Services Monitoring Team”** means the team of officers appointed by the Client to monitor the Service Provider’s performance on behalf of the Authority.

# INTRODUCTION

The catering services at Shire Hall will provide a café and trolley service for staff and hospitality to official meetings.

The Spires and Bearlands cafés will be open to members, staff, contractors and visitors on official business. They will not be open to the public. Spires is located on the fifth floor and Bearlands on the ground floor.

The Authority is seeking to work with a Service Provider who:

* has a passion for delivering good food and service
* is open and transparent
* is innovative
* is commercially aware
* operates in a sustainable manner
* is flexible to adapt to changing needs
* will support the Authority’s food and catering policies

# THE REQUIREMENT

The Service Provider shall provide a high quality catering service for Shire Hall. The Client will monitor the achievement of this requirement by various means, including the use of Key Performance Indicators (KPIs), as detailed in Appendix 2a, which will be subject to change from time to time.

The Service Provider shall ensure that all activities undertaken by them, or by others on their behalf, conform to all legislative requirements, and that any legal notices are prominently displayed.

The Service Provider shall deliver the service to a consistently high standard, and there shall be only minimal fluctuations in the standard of food and service offered.

#

# SPECIFICATION OF SERVICES TO BE PROVIDED

## Minimum opening hours and services to be provided

|  |  |  |
| --- | --- | --- |
| **Location** | **Shire Hall** |  |
|  |  |  |
| **Catering facility** | **Services provided** | **Service times** |
|  |  |  |
| Spires  | BreakfastLunchBeverage service | 08:00-15:00 |
| Bearlands | BreakfastGrab & go only lunchBeverage service | 08:00-15:00 |
|  | Trolley service | Mid-morning |
|  | Hospitality | 09:00-16:00 or as requested |
|  | Vending  | Shire Hall opening hours |

Shire Hall is open Monday to Friday and is closed on Public Holidays.

The objective is to provide a range of quality items that will appeal to potential users of the cafés and provide value for money to customers.

## Café

The core menu shall include:

* A full range of hot beverages including speciality tea and coffee to branded high street coffee shop standard
* A full range of cold beverages including speciality drinks and bottled water
* A variety of at least 4 different bakery products to be provided on a daily basis
* Freshly prepared sandwiches, rolls, baguettes and paninis
* A choice of freshly prepared, seasonally appropriate, boxed salads
* Individual and freshly cut fruit pots
* Confectionery and snack items

Hot lunch

* A fresh soup of the day for the period September to April. Soup may also be provided from May to August if there is customer demand
* A minimum of one hot lunch of the day with appropriate carbohydrate and vegetable accompaniments
* Jacket potatoes with hot and cold fillings

## Trolley Service

A range of food and beverages suitable for sale from an ambient trolley shall be provided, including bottled or canned drinks, sandwiches, snacks, confectionery, crisps and other retail catering items.

The trolley service shall be offered to all floors in Shire Hall during the morning, at least once between 09:45 and 11:45. The timing of the trolley round shall be consistent, so that staff are aware of the approximate time that the trolley visits each floor. Additional trolley rounds are at the Service Provider’s discretion.

## Hospitality

The demand for hospitality may fluctuate throughout the day, the week and the year, ranging from beverages or working lunches to occasional high level hospitality and one-off events.

Whenever possible, 48 hours’ notice will be given for food and 24 hours for beverage requirements. However, the Service Provider will be expected to respond to short-notice requests, as and when required.

Due to the nature of the business, short notice changes to hospitality are sometimes required. The Service Provider shall make every effort to accommodate these and be as responsive as possible.

There shall be no minimum order value or minimum number of covers that hospitality is provided for.

The standards required in respect of the service of hospitality are of equal importance to the choice and quality of food.

## Vending

There are currently two vending machines (provided by the Authority), located on the ‘bridge’ and in the ‘picture gallery’.

The Service Provider shall be responsible for ordering product, filling and cleaning the machines and banking cash.

The Authority will be responsible for the mechanical maintenance of the equipment.

# FOOD AND SERVICE STANDARDS

The food offer shall be structured to the requirements of the Authority. The Service Provider shall be capable of developing and delivering an offer which reflects:

* use of fresh, seasonal ingredients;
* extensive use of local produce, where available;
* inclusion of Fairtrade and ethically traded produce;
* balance in taste, texture and colour;
* perception of value for money;
* awareness of health and nutrition;
* awareness of cultural, ethnic and religious dietary requirements;
* awareness of vegetarian and other dishes related to food preferences and intolerances.

## Healthy Eating

The Service Provider shall promote healthy eating in line with the Public Health England health eating recommendations and shall encourage both a reduction in salt, sugar and fat, and an increase in wholegrains, fruit and vegetables and other foods high in dietary fibre. Low sugar and decaffeinated beverages shall also be made available.

The Service Provider shall, within the first year of the contract, achieve an appropriate accreditation in respect of healthy eating, such as Food for Life.

## Vegetarian

Vegetarian items shall be served separately from those containing meat and fish. Similarly, meat and fish dishes shall also be served separately.

Vegetarian dishes that contain cheese shall be made with “vegetarian” cheese and no meat or fish products shall be used in the preparation of vegetarian dishes.

## Ethnic Meals and Special Dietary Requirements

There shall be compliance with the specific dietary requirements of cultural and religious groups by offering vegetarian options. This includes the need to take into account items that contain hidden products, e.g. animal fats, that could cause offence under religious beliefs. Other special dietary requirements will be communicated to the Service Provider as required.

## Food Quality

The Service Provider shall offer freshly prepared food of a wholesome quality. Food preparation shall comply with the two hour rule, and hot food items shall be held for the minimum time possible before service, to prevent food spoilage.

For the avoidance of doubt, the two hour rule relates to product that is below 5ºC at the start of the two hours. It shall not be used for foods that are prepared in an ambient state until they have been chilled to below 5ºC.

##  Crockery and Disposables

Items may be sold either on crockery, for consumption in the cafés, or on environmentally friendly disposables, for consumption elsewhere.

The Authority will provide and maintain the stock of crockery, cutlery and glassware.

The Service Provider shall provide all disposables required for the catering operation.

Appropriate crockery, glassware and service ware will be provided by the Authority for the effective delivery of hospitality.

## Service and Clearing

The cafés will be self-service for all customers. The Service Provider will be responsible for clearing and cleaning tables. Tables shall always be cleaned prior to the next customer’s use.

## Speed of Service

The Service Provider shall offer an efficient, pleasant and timely level of service, with waiting times being kept to a minimum prior to customers being served and during the service process.

## Customer Care

The Service Provider shall offer the highest level of customer care, to ensure a quality experience for those using the cafés. Appropriate training and guidance shall be given to all staff to deliver a customer-orientated service.

##  Comments and Complaints

The Service Provider shall operate formal comments and complaints recording systems, the format for each to be agreed with the Client. All complaints shall be recorded and replied to within 48 hours and copied (complaint and response) to the Client or delegated representative.

# MARKETING

The Service Provider shall make every effort to maximise the volume of trade in the cafés via appropriate marketing.

The Service Provider will be responsible for the funding of production of advertising and marketing materials, and all such materials shall be subject to the agreement of the Client.

The Service Provider shall prepare an annual, quantifiable marketing plan, which shall be agreed with the Client prior to implementation, identifying how the business will be developed, what promotions will take place, what material will be used and how results will be monitored. When agreed, the marketing plan shall be implemented by the Service Provider.

The Service Provider may not advertise the catering service outside the building.

The Service Provider shall not, without the consent of the Client, display any sign, notice or material containing their name or symbol/logo, or any other signage to indicate the identity of the Service Provider, within the catering areas. This includes uniforms and badges, but excludes safety and other notices in areas that are normally seen exclusively by the Service Provider’s staff.

The Service Provider shall use tasteful, professional and appropriate point-of-sale material. All point-of-sale material and signage shall be agreed with the Client, prior to display.

All foods shall be accurately described, and the tariff shall be prominently displayed. Food allergens shall be appropriately identified.

# HEALTH, SAFETY & HYGIENE

## Food Hygiene

The Service Provider shall ensure that, in the provision of the Services, their staff conform to all relevant requirements of English Law and good practice in relation to food hygiene and, in particular, with the following publications:

1. Regulation 852/2004 on the hygiene of foodstuffs
2. Food Safety and Hygiene (England) Regulations 2013
3. Food Safety Act 1990 and relevant regulations
4. Materials and Articles in contact with Food Regulations 2012
5. Food Labelling Regulations 1996 (as amended 2014)
6. COSHH Regulations 2002 (as amended)

The Service Provider shall report on a quarterly basis on food safety and health and safety matters, in a form agreed with the Client.

The Service Provider shall permit the Authority, their consultants or the local Environmental Health Officer or similar, to inspect the premises without notice, at any reasonable time. The Service Provider shall allow any such person to take and test samples of food, equipment or materials used, or to be used, in the provision of the Services.

The Service Provider shall co-operate with any such inspection.

On receiving any reports documenting inspection from any external agency, the Service Provider shall supply within 7 days a copy of the said inspection report(s) to the Authority, together with the Service Provider’s recommendations for compliance and remedial action on any issues raised.

Any item of food that has been frozen and then thawed may not, under any circumstances, be re-frozen.

## Hazard Analysis Critical Control Points (HACCP)

The Service Provider shall implement and operate a HACCP system in accordance with the Food Safety and Hygiene (England) Regulations 2013. As the proprietor of a food business, the Service Provider has an obligation to:

Identify any step in the activities in the food business which is critical to ensuring food safety and to ensure that adequate safety procedures are identified, implemented, maintained and reviewed on the basis of the following principles:

* Analysis of food hazards in a food business operation.
* Identify the points in those operations where food hazards may occur.
* Decide which of the points identified are critical to ensuring Food Safety (‘Critical Control Points’).
* Identify and implement effective control and monitoring procedures at those Critical Control Points.
* Review the analysis of food hazards, the Critical Control Points and monitoring procedures periodically and whenever the food business operations change.

The Service Provider shall monitor the consistent application of the HACCP system across all sites.

## Temperature Control

The Service Provider shall ensure at all times that appropriate temperature control is used. Frozen food items shall be stored below -18°C, chilled foods shall be stored and served below 5°C and hot foods, on the completion of cooking, shall be kept above 63°C. Any regenerated food shall achieve a minimum temperature of 75°C. All fridges and freezers shall be checked for correct operation on a daily basis, and temperatures recorded. All equipment faults shall be reported within 24 hours.

## Food Delivery

The Service Provider shall implement quality control procedures for all incoming ingredients and foodstuffs, to ensure that goods are within their stated expiry date, that they are free from damage and pest infestation/damage, have been stored and transported at the correct temperature and are suitable for consumption by customers.

## Food Storage

The Service Provider shall ensure that all food is stored in an appropriate manner, wrapped, labelled and dated. Food shall be disposed of, should the “use by” or “best before” date be exceeded.

## Food Labelling

The Service Provider shall ensure that each individual pre-packed food item is labelled in accordance with The Food Labelling Regulations, 1996, 2014 and 2019, as amended from time to time. The minimum requirement shall be name of the product, any allergens and the “use by” or “best before” date. All pre-packed products, including items produced on site, shall have a list of ingredients on them, with all allergens highlighted in bold or a different font that will make them easily identifiable.

## Single-use Food Containers

Single-use food containers and food delivery packaging shall be recycled after the contents have been used and shall not be re-used for any food preparation, food storage, cleaning or other purposes.

## Cleaning

The Service Provider shall operate to the highest standards of cleanliness, and ensure that a cleaning checklist is completed at the end of each day by a supervisor. These signed checklists shall be retained for inspection by the Authority, their consultants and/or the Environmental Health Officer for a period of no less than one year.

The Service Provider will be responsible for the cleaning of all catering areas, café table tops and chairs, and the servery floor. Any spillages on tables or on café floors shall be cleaned immediately.

Sanitiser shall be used to clean all surfaces at the start and finish of the working day, and between tasks.

Disposable cloths shall be used for cleaning equipment and disposable paper towel for drying. Where non-disposable cloths are used, e.g. oven cloths, these shall be laundered off site. The use of linen tea towels is not permitted except for polishing glasses and cutlery.

The Service Provider shall be responsible for all cleaning up to a height of 2 metres. The Authority will arrange for high level cleaning and deep cleaning of the catering areas.

The Authority will be responsible for the cleaning of ventilation filters/baffles.

## Personal Hygiene

The Service Provider shall employ only persons who are in good health and have a high standard of personal hygiene. Staff shall wash their hands prior to commencing work, after using the toilet and between different catering activities.

## Smoking

The Service Provider’s staff will not be permitted to smoke while on duty, and there shall be no smoking on any part of the premises. Catering staff may not smoke while in uniform, under any circumstances.

## Health & Safety at Work

The Service Provider shall ensure the highest standard of health and safety at work, including full compliance with the Management of Health & Safety at Work Regulations 1999 and the COSHH Regulations 2002 (as amended) regarding the storage and use of chemicals.

The Service Provider shall take general fire precautions in respect of areas under their control and conform to the 2006 Regulations.

## Pest Control

The Authority will provide a pest control service to the catering areas. The Service Provider shall take appropriate action so as not to encourage vermin or pests in the catering area. The Service Provider shall report to the Client any evidence of infestation as soon as practically possible, and this shall not in any event be longer than 24 hours.

# MANAGEMENT & STAFFING

## Shire Hall Café Management

The Service Provider shall appoint a Shire Hall Café Manager who shall act as the first point of contact for the Client.

The Shire Hall Café Manager shall be of such a calibre that they will be able to deliver a high-quality and cost-effective service, and shall be supervised and supported at all times by the Service Provider.

The Service Provider’s Area Manager and Café Manager shall attend monthly meetings with the Authority’s delegated representatives to discuss financial and operational performance and potential for improvement. Any data, documents, files or presentations to be discussed shall be submitted by the Service Provider to the Authority five working days in advance of the meeting.

The Service Provider shall ensure adequate supervision of all their staff, whether permanent, temporary or relief.

## Level of Staffing

The level of staffing is for the Service Provider to determine, given the size of the operation. However, the Service Provider shall ensure that there is a sufficient level of trained and competent staff to provide the service. They shall also ensure that an adequate reserve of trained and competent staff is available during holidays, sickness and any other absence.

The Service Provider shall ensure continuity in post, so far as is within their control, of skilled and supervisory staff engaged in delivering the Service Provider’s duties and responsibilities as outlined in this Specification.

The Service Provider will be required to supply the names, addresses and proof of identity of the nominated staff who will be present on site to provide the catering service, and confirm that they are legally eligible to work within the United Kingdom.

The Service Provider will be required to inform the Client immediately if any staff involved in delivering the catering service are convicted of any offence and, if required by the Client, shall replace that member of staff immediately.

The Client reserves the right to instruct the Service Provider to remove from site any member of the Service Provider’s staff, without specifying a reason. The Authority will not be liable for any costs incurred as a consequence of the removal of a member of staff but the Client will not use this right of removal without reasonable cause.

The Service Provider shall at no time pay wages lower than the legal minimum wage, and shall take account of the local demographic and employment characteristics to set a rate of pay that will attract a good calibre of staff.

## Appearance and behaviour

The Service Provider shall ensure the highest standard of appearance and behaviour by their staff. Whilst on duty, staff shall wear an appropriate uniform, to be agreed with the Client. Uniforms shall include an identification badge and, in kitchen areas, head covering and safety footwear. Uniforms that become heavily soiled shall be changed as soon as practicable.

The Service Provider shall ensure that staff are friendly, positive and enthusiastic in dealing with customers at all times.

## Training

The Service Provider shall ensure adequate training for their staff for all activities including, but not limited to:

1. The task they have to perform;
2. All relevant rules of the Authority;
3. All relevant rules and procedures concerning food hygiene;
4. All relevant rules and procedures concerning health and safety at work;
5. All relevant rules and procedures concerning fire risks and fire precautions;
6. First aid;
7. Customer care;
8. Marketing, healthy lifestyles and nutritional standards;
9. Financial procedures.

The Service Provider shall prepare a training plan for their staff, on at least an annual basis, to be made available to the Client on request, and shall ensure that appropriate training and refresher training takes place.

The Service Provider shall ensure that all their staff are trained in food hygiene commensurate with their duties prior to commencing work, and that they hold or pass Level 2 in Food Safety in Catering, or equivalent, within six weeks of commencing work.

## TUPE

The Service Provider shall supply, within seven days, any information requested by the Client in respect of TUPE, for whatever reason.

# ENVIRONMENT AND SUSTAINABILITY

## Food sourcing

The Service Provider shall ensure that all animal products have been produced to a standard that meets or exceeds United Kingdom standards of welfare and production.

Eggs (shell on, liquid and pasteurised) shall be sourced from suppliers that do not use conventional cages. Products containing egg shall also meet the same standard.

The Service Provider shall only use fish from sustainable sources, which is MSC certified or equivalent.

Only palm oil from sustainable sources shall be used.

## Disposables

Environmentally friendly disposable containers shall only be provided for takeaway products and not used for food to be consumed in the cafés.

All disposable towels shall have 100% recycled content (not mill broken).

## Waste Management

The Service Provider shall use their best endeavours to minimise consumption of products such as glass, plastic cups and pots, paper, board, aluminium, steel and general packaging used or generated in the provision of the Services.

In order to minimise waste, the Service Provider shall adopt the following approach:

* Prevent
* Reduce
* Reuse
* Recycle

The Service Provider shall make every effort to minimise food waste, while ensuring that all customers receive adequate choice. This includes both production and plate waste.

The Service Provider shall remove all waste from the kitchen and café areas to bins in locations specified by the Client. All waste shall be appropriately segregated, taking into account the Authority’s recycling policy requirements.

The Service Provider shall be responsible for bagging all rubbish and packing waste materials in a suitable manner for disposal, and for providing bags and packing as required. This shall include the safe disposal of broken glass or other sharp objects. All refuse and waste shall be kept out of sight of customers.

## Disposal of Fats and Oils from the Cooking Process

Fats and oils shall be collected in a suitable lidded container. They shall not be disposed of down the sink or into the drains. Waste oil must be removed by a registered waste contractor and documentation kept of the removal. The Service Provider shall seek ways of passing on waste oil for recycling.

The Service Provider will be responsible for managing the Mechline Greasepak dispensers in both cafés and for the supply of the dosing fluid. The Service Provider shall ensure that the Greasepak dispenser always has adequate fluid to enable it to work correctly.

## Transportation Impacts

The Service Provider shall make every effort to minimise the transportation impacts associated with all aspects of the provision of the Services.

## Energy Efficiency and Water Use

The Service Provider shall use their best endeavours to manage, control and reduce the use of energy and water.

## The Authority’s Requirements

The Service Provider shall comply with any environmental policies issued by the Authority.

## Sustainability

The Service Provider shall perform their obligations under the Framework Agreement in accordance with best practice and in a sustainable way. The Service Provider shall work to the principles of a circular economy, having due regard for social development and environmental protection in how they provide services and procure products.

Annually, on each anniversary of the Commencement Date, the Service Provider shall put forward their sustainability plan, identifying how they will make the Framework Agreement more sustainable and how they will reduce their carbon footprint. This shall then be reviewed at the regular contract meetings with the Client.

# FINANCE

The pre-Covid sales for 2018-19 are in Appendix 1a.

## Equipment and costs

The Authority will cover the costs associated with the facilities including the provision of heavy and light equipment, space costs and utilities.

The Service Provider will pay for food, labour, sundries and overheads from the net income (after VAT) that they generate from café, trolley and hospitality sales.

The Authority will provide one telephone and internet/intranet connection at each café. The Service Provider shall provide their own PCs and bespoke software if they require it. All information held on the PCs, including hospitality bookings and other management information relating to the Authority, shall be made available to the Client on request.

## Tariff

The tariffs for all services shall be set at the commencement of the contract and shall be reviewed on an annual basis and agreed by the Client. No increase may be implemented without the written agreement of the Client. Other than in exceptional circumstances, tariff increases shall be limited to the increase in CPI.

The Service Provider shall rebate the Authority 2% plus VAT on turnover in respect of the management of the framework.

## Till procedures

Till receipts shall be routinely issued to all customers. Till rolls and daily sales records shall be retained for a period of 12 months and shall be made available the Authority on request. All major debit and credit cards and other forms of electronic payment shall be accepted.

## Purchasing

Wherever possible, the Service Provider shall endeavour to purchase fresh, local, seasonal produce. The Service Provider shall operate purchasing practices that minimise ‘food miles’.

Wherever possible, the Service Provider shall endeavour to purchase sustainably and support ethical trading policies such as Fairtrade.

All goods, food, disposables, cleaning materials and equipment shall be purchased at best net price, and the Service Provider shall include any overrider or volume-related discount or prompt-payment discount on monthly financial reports.

The Service Provider shall put in place an audit trail to be able to trace all meat and other animal products back to their original source. They shall also ensure that all supplies of processed products are only sourced from food plants that operate a system of HACCP. Details of sources shall be provided to the Authority on request.

The Authority is currently working with South West Food Hub, the University of Gloucestershire and the Royal Agricultural University to increase the use of fresh, seasonal and local products via a robust dynamic purchasing system. The Service Provider shall work with the Authority to further these objectives.

The Service Provider shall make every effort to purchase goods from nominated suppliers who are based within the County of Gloucestershire and whose products originate from within the County.

Where the Service Provider’s nominated suppliers are unable to supply to the quality, range or price required by the Authority, the Service Provider shall source products from non-nominated suppliers who can demonstrate the appropriate due diligence and hygiene standards. The Café Manager shall have the authority to cash purchase such items where necessary, provided an audit trail is available. Any failure to provide the service due to supplier non-performance will not be acceptable, and alternative supplier sources must always be available.

The Service Provider shall report to the Authority on an annual basis how it is meeting the requirement of this clause, and shall not change from the agreed suppliers, without consultation and agreement from the Client.

## VAT

The Service Provider shall act as principal in respect of VAT for the catering service.

## Insurance

The Service Provider shall provide to the Client annually a summary of all insurance cover and premiums paid.

The Service Provider shall be wholly responsible for ensuring that safe systems and processes are enforced, to minimise risks of any claims relating to the operation of the catering service.

## Annual Budget

When requested by the Client and at least five months prior to the commencement of the financial year, the Service Provider shall produce and present to the Client a detailed budget, identifying income, costs of sales, labour breakdown and other expenditure. Once this has been agreed with the Client, the budget shall not be exceeded.

The tendered sum shall be the budget for the first year of the contract.

Except in exceptional circumstances, any increase in budget from one year to the next shall not exceed the Consumer Price Index.

## Management Information

On a monthly basis, the Service Provider shall produce a statement for the trading period, including the following:

* Café, trolley and hospitality sales and other trading information;
* Profit and loss statements for the month and year to date, including food costs, labour and sundries;
* Variance against budget and previous years;
* Management and staffing including staff turnover and training;
* Health and safety and accident reporting including EHO reports;
* Maintenance status report;
* Promotions and marketing activity;
* Complaints analysis.

All management information provided by the Service Provider shall be spell checked and submitted in electronic form, in Word for text and Excel for numerical and financial data. The files shall not be password protected (except for TUPE information) or have any locked cells. Where formulae are used to calculate figures, they shall not be removed. PDF versions of documents may also be sent in addition to the Word or Excel version, as a record of what was submitted. No files shall be embedded in other files.

## Open Book Accounting

The Service Provider shall operate an open book accountancy policy, and the Authority or their delegated representative may, with or without notice, examine all records and accounts in relation to this contract, located at either the Authority’s premises or the Service Provider’s office premises.

# SECURITY

## Security Procedures

The Service Provider shall be responsible for ensuring that the catering areas are secured at the end of each day. All catering staff will be required to comply with the Authority’s security procedures.

## Keys

The Service Provider will be issued with keys for lockable items and the catering areas. If the Service Provider or their staff lose keys, the Authority will replace the keys and/or locks as appropriate and charge the cost to the Service Provider.

## Cash and Stock

The Service Provider shall be responsible for all stock and cash in the catering areas. The Service Provider shall be responsible for insuring both cash and stock, and for making their own arrangements for banking.

The Authority will provide a till system and safe for catering service use.

## Parking and Deliveries

No car parking spaces are available for the Service Provider’s staff and the Service Provider shall make their own arrangements for car parking.

Deliveries can only be received when the Service Provider’s staff are on site. The Service Provider shall ensure that they have adequate staff to collect deliveries when they arrive.

Delivery areas shall be left clean and tidy within 30 minutes of the receipt of catering related deliveries.

Stocks shall be stored only in designated areas, in compliance with the health, safety and hygiene regulations regarding height of storage, temperature controls and avoidance of cross-contamination.

All goods received shall be checked against the appropriate specification to ensure that they are of the correct quality and temperature.

## Risk Register

On award, the Service Provider shall develop risk registers for the mobilisation process and operation of the catering service. The register shall identify the risk, the level of severity of the risk, the likelihood of the risk and the actions taken to mitigate the risk.

The risk register shall be maintained and reviewed throughout the life of the agreement and submitted to the Client on an annual basis, or on request.

## Continuity Plan

The Service Provider shall develop a continuity plan of how to maintain the service delivery in the event of unforeseen circumstances, including adverse weather, transport, utility, facilities, supply chain, food safety or workforce issues.

The continuity plan shall be maintained and reviewed throughout the life of the agreement and submitted to the Client on an annual basis or on request.

# PREMISES AND EQUIPMENT

## Building Maintenance

The Service Provider shall report immediately in writing to the Client any defects in, or damage to, the premises.

The Service Provider shall report immediately in writing to the Client the results of any Environmental Health Inspection and any defects in, or damage to, the premises noted in the Inspection report.

## Heavy Equipment

The Authority will be responsible for both reactive and preventative maintenance of the catering equipment throughout the term of the contract. The Service Provider shall carry out their routine operational obligations in such a manner that results in the equipment being in good working condition at the end of the contract.

The Authority will be responsible for arranging portable appliance testing (PAT) of all catering and other equipment associated with the delivery of all catering services in accordance with Health and Safety Executive guidance, at an appropriate frequency.

The Service Provider shall ensure that the activities within all kitchen areas do not exceed the maximum extraction capacities of the ventilation systems.

Any defects or damage to the Authority’s premises shall be reported immediately to the Client or their representative.

No alterations shall be allowed to the fabric of the premises without the prior written approval of the Client.

## Light Equipment

The Authority will supply the initial stocks of light equipment including crockery and cutlery. The Service Provider shall be responsible for managing the stocks of light equipment and for informing the Client when subsequent replacement and purchase is required.

The Service Provider shall be responsible for cleaning and storage of all light equipment within the catering areas.

The final selection of crockery or trays and cutlery shall be as specified by the Authority. Crockery and cutlery shall not carry the Service Provider’s name, initials or emblem.

At the end of the Framework Agreement, the Service Provider shall make the level of light equipment up to the agreed level and pass this stock of equipment back to the Authority in good condition.

# MONITORING

The Client will be responsible for the day-to-day management of the Service Provider. The Client will monitor the quality, value for money and financial performance of catering provision to ensure that the Key Performance Indicators at Appendix 2 are being achieved. The methodology for monitoring by the Authority, including the implication of shortfalls in the Service Provider’s performance, is detailed in Appendix 6.

The Service Provider shall meet formally with the Authority’s representatives on a monthly basis to report on both operational and financial performance. The agenda will be set by the Client.

# RESOLUTION OF SHORTCOMINGS PROCEDURE

It is the Authority’s intention that all shortcomings by the Service Provider in respect of the performance of the Services should be resolved promptly and effectively. The Authority will behave both fairly and reasonably towards the Service Provider, and without prejudice to any other rights or remedies which the Authority may have, the Authority reserves the right to introduce the following four-stage process to resolve shortcomings:

Stage 1 The Client will raise points with the Service Provider verbally. The Service Provider shall respond in writing within 7 days, identifying what action they have taken to resolve the situation.

Stage 2 If issues have not been resolved within the 7 days of Stage 1, the Client will write to the Service Provider, formally identifying the shortcomings, and the Service Provider shall respond in writing within 7 days, and identifying what action they have taken to resolve the situation.

Stage 3 If the shortcomings have not been resolved within the 7 days of Stage 2, the Client will write, formally warning the Service Provider and identifying the shortcomings, and the Service Provider shall respond in writing within 7 days, identifying what action they have taken to resolve the situation.

Stage 4 If the shortcomings have not been resolved within the 7 days of Stage 3 and no acceptable formal response has been received from the Service Provider, the Client will issue a final warning. The Service Provider shall respond to this final warning within 48 hours and if, at the end of 48 hours, the shortcomings are not resolved or no acceptable formal response has been received, the Client may, at their absolute discretion, regard the shortcomings as a material breach of the relevant contract.

In the event that the Service Provider fails to perform to an acceptable standard in accordance with the Key Performance Indicators, having followed the Resolution of Shortcomings Procedure detailed above, the Authority may terminate the contract by giving the Service Provider 30 days’ notice in writing. The Authority will not be liable for any losses incurred by the Service Provider in this event.

# APPENDICES

Appendix 1a – Pre-COVID sales

Appendix 2a – KPIs

Appendix 3 – Not used

Appendix 4 – Not used

Appendix 5 – Catering equipment inventory

Appendix 6 – Methodology for monitoring